

**WORK SESSION:** A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to answer any questions the City Council may have on agenda items. The public is welcome to attend.

## **FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA**

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, February 2, 2016, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

*Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.*

The agenda for the meeting shall be as follows:

### **CALL TO ORDER:**

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

### **PRESENTATIONS:**

7:05 Update for Pedestrian Overpass on Park Lane

### **PUBLIC HEARINGS:**

7:15 Annexation of 20.2 Acres of Property – Residences at Farmington Hills Subdivision

7:45 The Haws Companies (THC) Development Agreement Amendment

### **NEW BUSINESS:**

7:55 AAA Construction to Construct the 350 East Storm Drain Project

### **SUMMARY ACTION:**

8:00 Minute Motion Approving Summary Action List

1. Resolution in Support of Students Against Electronic Vaping (SAEV) Coalition and Legislation to Tax and Regulate Electronic Cigarettes
2. Appointment of City Council Members to Various Committees
3. Kestrel Bay Townhomes Subdivision Improvements Agreement
4. Asset Management Policy
5. Approval of Minutes from January 5, 2016

**GOVERNING BODY REPORTS:**

8:05 City Manager Report

1. Executive Summary for Planning Commission held on January 21, 2016
2. Citizen Complaint regarding Activities in Conservation Easement
3. Update on Farmington/UTA Shuttle

8:10 Mayor Talbot & City Council Reports

1. Board of Adjustment Appointments
2. Trails Committee Chair and Historic Preservation Chair

**ADJOURN**

**CLOSED SESSION**

Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

DATED this 28th day of January, 2016.

**FARMINGTON CITY CORPORATION**

By:  \_\_\_\_\_  
Holly Gadd, City Recorder

**\*PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

*In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.*

CITY COUNCIL AGENDA

For Council Meeting:  
February 2, 2016

**S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance**

It is requested that City Councilmember Cory Ritz give the invocation to the meeting and it is requested that Councilmember Doug Anderson lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:  
February 2, 2016

**S U B J E C T:** Update for Pedestrian Overpass on Park Lane

**ACTION TO BE CONSIDERED:**

None

**GENERAL INFORMATION:**

Amy Shumway, a Farmington resident and member of the City Trails Committee will be making this presentation.

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



FOR RELEASE 1-26-16

## **FARMINGTON CITY SUPPORTS CITIZEN'S AND BUSINESS REQUEST FOR SAFER PARK LANE OVERPASS**

Farmington, UT (1-26-16) – Farmington City supports the efforts of local residents and businesses to improve pedestrian and cyclists' safety over the Park Lane Interchange complex in Farmington.

Amy Shumway, a Farmington resident and member of the City Trails Committee has been pushing City, UDOT and State officials for improvements to allow pedestrians and cyclists to safely cross the I-15 and US 89 highways which divide Farmington in the Lagoon/Station Park area. Mrs. Shumway along with dozens of community members will be presenting to the City a large check as seed money for this project. **This presentation will take place at the next scheduled City Council meeting on February 2<sup>nd</sup> at 7 PM (Farmington City Hall – 160 South Main).**

Mrs. Shumway and her five sons have baked over 1,000 loaves of bread in the past few years with \$1 from each loaf sold to be donated for the sole use of this project. That is a lot of bread and this project will require a lot of community support.

Mayor Jim Talbot said, "Amy recognized a major needed safety improvement in our community and was not satisfied to sit on the sidelines. She has contacted Council members, legislators, UDOT officials, neighbors, business owners and others and sought to get this project on the radar screen and funded. While we have known this safety improvement was sorely needed, we have been truly amazed at the amount of Citizen and business support Amy's efforts have generated. We hope UDOT and our legislators will give it the funding attention it deserves. We are one of the most progressive cities in the state with our trail system but we need to do a better job of letting our residents, trail users, Lagoon and Station Park visitors have safer access across the freeways. We have a Frontrunner Stop right there but then we ask people to take their life in peril when they try to cross the large interchange complex."

Amy Shumway said, "I would like to access the Legacy trail with my children because it is such a friendly trail but it is not safe to cross the interchanges on foot or bike. We have youth that

would like to access both Station Park and Lagoon for jobs and shopping but as a parent, I would be crazy to let them ride and walk across the interchanges as they now exist.”

The City in cooperation with Kaysville officials recently completed a citizen survey on alternative transportation needs in the area. The survey received 1,023 responses. By far, the number one recommendation is making east-to-west connections safer and more abundant, especially around Park Lane, Frontrunner, and Station Park.

Dave Millheim, Farmington City Manager said, “Amy met with us a few years ago and we explained the design and funding challenges of getting this project done. She refused to take no for an answer. She has been like the Energizer Bunny in making sure this project is getting the focus it deserves. We are pleased that UDOT officials and some legislators have started to pay attention to this important project. We hope that support continues to grow and we get this done sooner than later.”

Local businesses such as Lagoon and Station Park are also supportive of this effort. Local bike shops and homebuilders are also making donations to this project at the Council meeting.

Farmington has over 130 miles of trails on both sides of the freeways. The trails are heavily used and use is increasing as the Station Park area builds out. UDOT has spent a significant amount of money on new directional signage for the driving public in the interchange area and the City is grateful to the State for these improvements. It is still a dangerous crossing for pedestrians and cyclists. The City is making this project one of its top planning priorities and hopes the State of Utah will do the same.

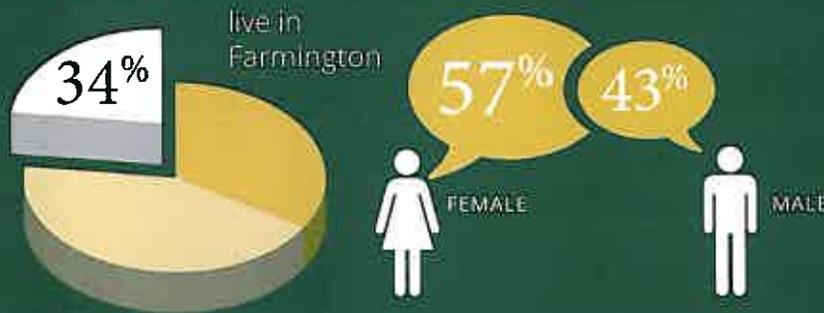
**Contact Information:**

City of Farmington  
Dave Millheim, City Manager  
801-939-9203

Amy Shumway, Local Resident  
801-725-3425

# Joint Community Survey Results for Farmington

**1,023** Total number of survey respondents



**36-45**  
YEAR-OLDS

Most common age group (36%)

## OVERALL WALKING & BIKING CONDITIONS

**Walking and bicycling conditions** are currently rated, on average, between fair and good



Respondents were interested most in walking & bicycling to



PARKS



TRAILS & PATHS



FRIENDS & FAMILY



SCHOOL



SHOPPING



**85%**  
feel comfortable or very comfortable walking

The most common type of person is one that is **not comfortable in traffic and will only ride a bicycle on paths and quiet residential streets.**



NOT COMFORTABLE

COMFORTABLE

## Top priorities for investment:



IMPROVE PATHS & TRAILS NETWORK



ADD ON-STREET BIKEWAYS



MORE SIDEWALKS, SHADE TREES & LANDSCAPING



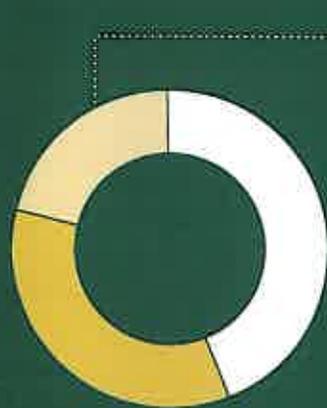
BETTER CROSSINGS



ACCESS TO TRANSIT (Fronrunner & Buses)

## WALK & BIKE HABITS

### Out of respondents with children:



21%

have children who **do not** walk or bike to school or friend's houses

44%

have kids who **always** walk or bike to school or friend's houses

35%

have kids who **sometimes** walk or bike to school or friend's houses



**Public transit use is much higher** when the trip begins with walking or biking



**Lack of safe crossings, high motor vehicle speeds, and too much traffic** were the most cited reasons that their kids did not walk and bike more.

## ADDITIONAL COMMENTS



WEST ← → EAST

282 ADDITIONAL COMMENTS

By far, the number one recommendation is **making east-to-west connections safer and more abundant**, especially around Park Lane, FrontRunner, and Station Park

## CITY COUNCIL AGENDA

For Council Meeting:  
February 2, 2016

**PUBLIC HEARING:** Annexation of 20.2 Acres of Property – Residences at Farmington Hills Subdivision

### **ACTION TO BE CONSIDERED:**

1. Hold the public hearing.
2. See enclosed staff report for recommendation.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by Eric Anderson.

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



# F A R M I N G T O N C I T Y

**II. JAMES TALBOT**  
MAYOR  
**BRETT ANDERSON**  
**DOUG ANDERSON**  
**JOHN BILTON**  
**BRIGHAM MELLOR**  
**CORY RITZ**  
CITY COUNCIL  
**DAVE MILLHEIM**  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson – Associate City Planner

Date: January 22, 2016

SUBJECT: REQUEST FOR ANNEXATION OF 20.2 ACRES OF PROPERTY – RESIDENCES  
AT FARMINGTON HILLS SUBDIVISION  
**Applicant: Jerry Preston – Elite Craft Homes**

### RECOMMENDATION

- A. Hold a Public Hearing;
- B. (Staff's Recommendation) Approve the enclosed ordinance and plat annexing 20.2 acres of property into Farmington City with the zoning designation of LR-F, subject to all applicable Farmington City ordinances and development standards and the following condition: the applicant shall receive preliminary plat approval prior to the property being annexed.

#### Findings for Approval:

1. The proposed annexation is within the City's Annexation Declaration Area.
2. The zoning designation of LR-F is consistent with the surrounding properties and will create a more uniform zoning map.
3. Many of the properties being annexed are currently bifurcated by the existing city boundary, and the half of their property that is in the city limits are zoned LR-F; by zoning the remainder of their property LR-F, the City will be rendering their property under one zoning designation, instead of multiple zones.
4. The zoning designation of LR-F is consistent with the General Plan designation of LDR (Low Density Residential).

**OR**

(Planning Commission's Recommendation) Approve the enclosed ordinance and plat annexing 20.2 acres of property into Farmington City with the zoning designation of A-F, subject to all applicable Farmington City ordinances and development standards and the following condition: the applicant shall receive preliminary plat approval prior to the property being annexed.

#### Findings for Approval:

1. The proposed annexation is within the City's Annexation Declaration Area.
2. If the applicant, for whatever reason, were to go away between preliminary plat approval and the construction of the Residences at Farmington Hills subdivision, the default zoning

designation of A-F will hinder future developers from proposing the higher densities possible under an LR-F designation, unless that developer were to do a conservation subdivision or PUD.

3. While the zoning designation of A-F is inconsistent with the General Plan designation of LDR (Low Density Residential) because A-F is in the RRD (Rural Residential Density) designation, the A-F zone designation vests the property with lower density potential than would an LR-F zone.

## **BACKGROUND**

The applicant desires to develop 44+ acres east of 200 E. Access to the site will be via a looped residential street connecting the east end of 100 North Street to the east end of 400 North Street. Two points of access are required if the street is more than a 1,000 feet in length. A steep hillside band separates the buildable area of this site from the relatively flat topography of downtown. The major challenge for the developer is to engineer a road across this steep band to and from the site. The City Engineer is aware of the cuts and fills necessary to construct this street, but it is more typical that the Planning Commission consider aesthetics issues related to these cuts and fills during the next stage of the subdivision process.

The applicant's 20,000 s.f. lot yield plan shows that at least 23 lots are possible on site. He is seeking no lot bonuses as per the conservation subdivision standards set forth in Chapter 12 of the Zoning Ordinance. Nor is he seeking TDR lots because the number of lots set forth on the preliminary plat does not exceed the total lot count on the above referenced yield plan and, for the most part, the lots are well over 20,000 s.f. in size. Nevertheless, Lots 3, 4, and 5 on the preliminary plat are less than 20,000 square feet in size (17,190 s.f., 14,563 s.f., 15,008 s.f. respectively) and each of these is served by a common drive. Therefore, the developer is requesting a PUD overlay (limited to said lots) enabling him to deviate from the standards of the underlying zone, and the City Council approved the preliminary PUD master plan for these 3 lots as part of their schematic plan consideration on June 30<sup>th</sup>. In order to meet his open space requirement for this small PUD, the applicant is proposing to dedicate trail easements over and across the flag rock trail on the south side of the project, and the lower firebreak road trail on the north side of the development.

The easterly 20 acres of the development is presently located in the unincorporated area of the County. As part of the process, the applicant submitted a petition to annex the acreage into Farmington City and requested the zone designation (LR-F) similar to the rest of his property and adjacent properties in the area that are already located within the city limits. It was brought up at the last public hearing that the ordinance regulating annexation uses an A (Agriculture) zone designation as a default; however, staff feels that assigning an LR-F zone designation is more appropriate, because it follows the General Plan designation of LDR (Low Density Residential) and is consistent with all of the surrounding areas. Additionally, by tying the annexation approval to the preliminary plat, the City will be setting the future lot sizes and any further subdivision of those lots would be extremely difficult, i.e. the lot sizes will be set for the future through the preliminary plat. The Planning Commission at the January 21<sup>st</sup> hearing determined that an A-F zone designation is more appropriate, because it will protect the City in the future from higher density in the event that the applicant were to go away. Regardless of whether the council decides on A-F or LR-F, it will not affect the preliminary plat, as the lots within the annexation area far exceed the conservation subdivision minimum lot size, and for the most part, exceed the conventional A

zone lot size of 2 acres as well. The City Council accepted the petition for annexation study by resolution on May 5, 2015.

Since the time that the schematic plan was approved by the City Council on June 30, 2015, the applicant has been preparing the studies required to address Section 11-30-105 of the Zoning Ordinance related to the Foothill Development Standards. The most important component of this has been the geotechnical (soils) report and the geo-hazards report. While many of the requirements of the foothill development standards have been met, there are some that will not be required until either the final improvement drawings or building plans have been submitted; these include a drainage and erosion control plan or SWPPP, grading plan, revegetation plan, and streets; all of these outstanding design requirements will be part of the improvement package required at the next step. Excerpts from the geo-hazards and geotech (soils) report have been included as part of this staff report. Both reports state that the property is developable as long as the mitigation methods and engineering guidelines detailed in these reports are followed.

Some concerned residents acquired a professor of geology from the University of Utah to give her opinion on the applicant's reports. At the City Council meeting held on December 15, 2015, Dr. Nicoll presented on hillside development in general, her conclusion was that the best practice is to not develop on hillsides. But she did also give some very important ideas on mitigation techniques, such as avoiding heavy landscaping with high water usage requirements, avoiding cutting into the toe of slopes, avoiding the construction of homes on the precipices of hills, and not constructing near rivulets where there is a high potential for debris flow. The applicant has revised and incorporated many of these comments in his preliminary plat.

Additionally, staff has had the city's geotech consultant review the reports; he added a few mitigation requirements, but found the reports to be fundamentally sound. However, this review was focused on the structural integrity of the future homes and how to mitigate those risks. At the December 17, 2015 Planning Commission, staff was instructed to get a more comprehensive and thorough review of the geostudies, which has occurred. Staff contracted with AGECE to get an objective, third-party review of the reports, the findings of this report are attached. The applicant and his geotech engineers, and the city's consultant have met several times and the applicant has expressed a willingness to perform all of the recommendations made by AGECE; the biggest of which are deeper borings (40-50' instead of the 15' done in the original geotech report) at a few more locations throughout the site. The preliminary plat was tabled at the January 21<sup>st</sup> Planning Commission so that the commissioners would have the best available data to make as informed an opinion as possible. At question is whether there is clay between the surface and bedrock, and if so, how much; the initial geotech reports showed that there was sandy gravel, but they did not go deep enough. The applicant is hoping to get the deeper borings performed in the week of January 25-29<sup>th</sup>.

#### Supplemental Information

1. Vicinity Map
2. Annexation Plat
3. Annexation Ordinance
4. Preliminary Plat
5. Excerpts from GeoTech Report and Geological Hazards Report

6. *The Review of Geologic and Geotechnical Investigation Reports – Farmington Hills Development*  
Performed by AGECE on behalf of the City

Applicable Ordinances

1. Section 11, Chapter 10 – Agriculture Zones
2. Section 11, Chapter 11 – Single Family Residential Zones
3. Section 11, Chapter 12 – Conservation Subdivisions
4. Section 11, Chapter 30 – Foothill Development Standards
5. Section 12, Chapter 6 – Major Subdivisions
6. Section 12, Chapter 7 – General Requirements for all Subdivisions
7. General Plan, Chapter 4 – General Goals and Policies
8. General Plan, Chapter 10 – Residential Development

Respectfully Submitted

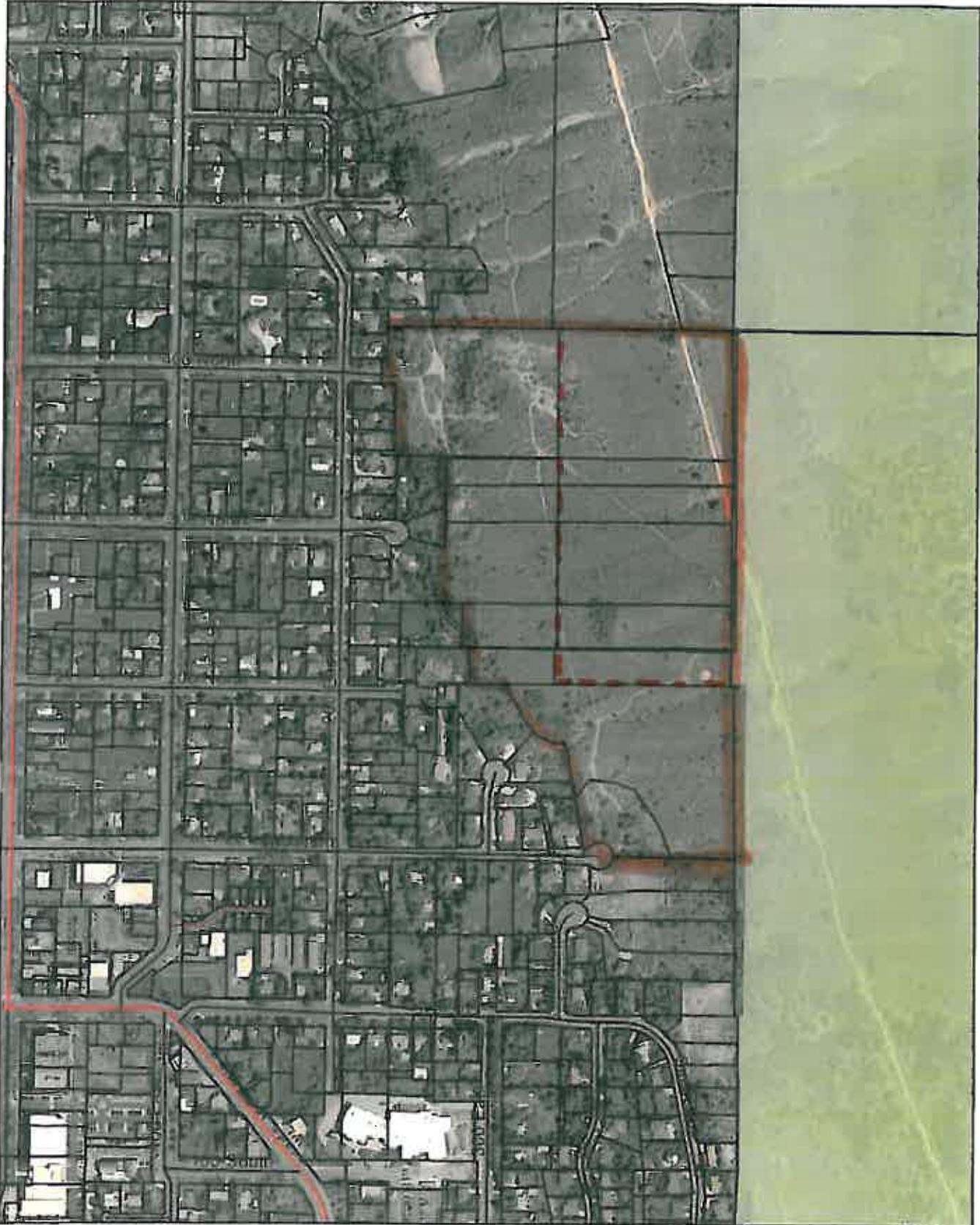


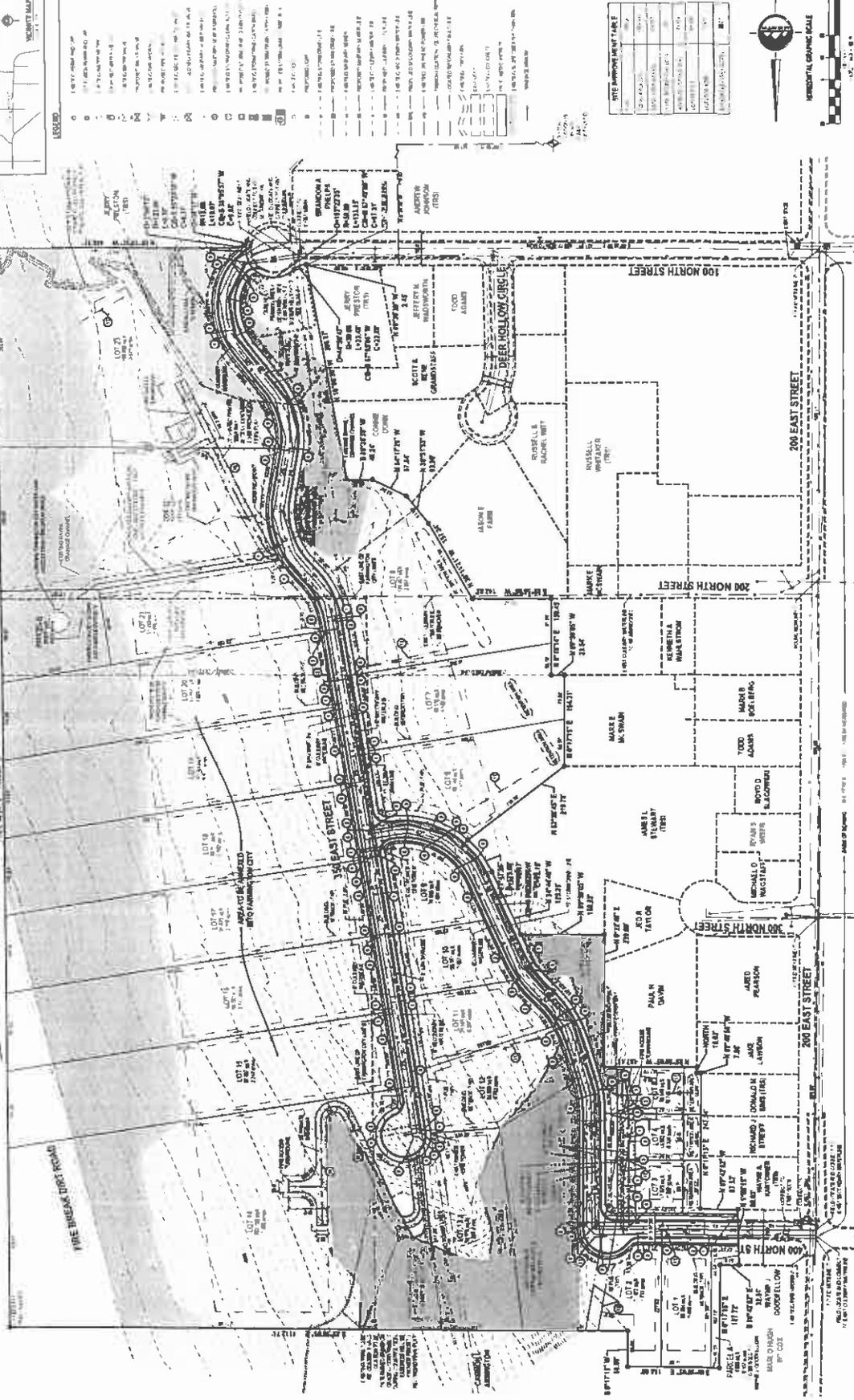
Eric Anderson  
Associate City Planner

Review & Concur

Dave Millheim  
City Manager

# Farmington City





- KEY TO NOTES**
1. ALL LOTS SHALL BE CONVEYED TO THE BUYER BY DEED.
  2. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
  3. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES.
  4. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.
  5. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TITLE INSURANCE.
  6. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING FEES.
  7. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING TAXES.
  8. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING COSTS.
  9. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING CHARGES.
  10. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING EXPENSES.

**NOTES**

1. ALL LOTS SHALL BE CONVEYED TO THE BUYER BY DEED.

2. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

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10. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING EXPENSES.

**LEGEND**

- 1. 1/4" = 1' SCALE
- 2. 1/8" = 1' SCALE
- 3. 1/16" = 1' SCALE
- 4. 1/32" = 1' SCALE
- 5. 1/64" = 1' SCALE
- 6. 1/128" = 1' SCALE
- 7. 1/256" = 1' SCALE
- 8. 1/512" = 1' SCALE
- 9. 1/1024" = 1' SCALE
- 10. 1/2048" = 1' SCALE

**ADDITIONAL NOTES**

1. ALL LOTS SHALL BE CONVEYED TO THE BUYER BY DEED.

2. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

3. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES.

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10. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDING EXPENSES.

**DATE IMPROVEMENT TABLE**

DATE	DESCRIPTION	BY
11-11-11	PRELIMINARY PLAT	EN SIGN





14425 South Center Point Way Bluffdale, Utah 84065  
Phone (801) 501-0583 | Fax (801) 501-0584

**Geotechnical Investigation  
Farmington Hills Development  
Farmington, Utah**

GeoStrata Job No. 1039-002

October 19, 2015

Prepared for:

**Elite Craft Homes  
40 North 100 East  
Farmington, Utah  
Attention: Mr. Jerry Preston**



Learn More

## 1.0 EXECUTIVE SUMMARY

This report presents the results of a geotechnical investigation conducted for the Farmington Hills residential development located in Farmington, Utah. The purposes of this investigation were to assess the nature and engineering properties of the subsurface soils at the proposed site and to provide recommendations for general site grading and the design and construction of foundations, slabs-on-grade, and pavements.

Based on the subsurface conditions encountered at the site, it is our opinion that the subject site is suitable for the proposed construction provided that the recommendations contained in this report are complied with. Subsurface conditions were investigated through the excavation of six exploratory test pits that extended to depths ranging from 6 to 13 feet below the site grade as it existed at the time of our investigation. The subject property is overlain by 1 to 2½ feet of topsoil composed of silt, sand, and gravel. Underlying the topsoil we encountered Pleistocene-aged lacustrine sand and gravel deposits.

All fill placed for the support of structures, concrete flatwork or pavements should consist of structural fill. Structural fill may consist of native sand and gravel soils with particles larger than 4 inches in diameter removed or an imported material. Structural fill may also consist of the native clay and silt soils, however the contractor should be aware that it can be difficult to moisture condition and compact the clay and silt soils to the specified maximum density. All structural fill should be free of vegetation, debris or frozen material, and should contain no inert materials larger than 4 inches nominal size. Alternatively, an imported structural fill meeting the specifications presented in the report may be used.

The foundation for the proposed structures may consist of conventional strip and/or spread footings founded on undisturbed native silty sand or gravel soils or on structural fill. Conventional strip footings founded entirely on undisturbed native silty sand and gravel soils, non-collapsible clayey sand, clay and silt soils, or on properly compacted structural fill may be proportioned for a maximum net allowable bearing capacity of **2,500 psf**.

An assumed CBR of 10.0 for near surface soils was utilized in the pavement design. Based on assumed traffic loads, we recommend a pavement section consisting of 3 inches of asphalt over 8 inches of untreated base for pavements on sand and gravel soils. Alternatively, a pavement section consisting of 3 inches of asphalt over 6 inches of untreated base over 6 inches of subbase may be used for pavements on sand and gravel soils.

**NOTE: This executive summary is not intended to replace the report of which it is part and should not be used separately from the report. The executive summary omits a number of details, any one of which could be crucial to the proper application of this report.**

## 2.0 INTRODUCTION

### 2.1 PURPOSE AND SCOPE OF WORK

This report presents the results of a geotechnical investigation conducted for the proposed Farmington Hills residential development located in Farmington, Utah. The purposes of this investigation were to assess the nature and engineering properties of the subsurface soils at the proposed site and to provide recommendations for general site grading and the design and construction of foundations, slabs-on-grade, and pavements.

The scope of work completed for this study included a site reconnaissance, subsurface exploration, soil sampling, laboratory testing, engineering analyses, and preparation of this report as in accordance with our signed proposal dated June 19, 2015. The recommendations contained in this report are subject to the limitations presented in the "Limitations" section of this report.

### 2.2 PROJECT DESCRIPTION

The subject project consists of an approximately 44 acre parcel located in Farmington, Utah (See Plate A-1, *Site Vicinity Map*). We understand that the development will consist of 29 residential building lots occupied by single-family residential buildings one to two stories in height with basements. We anticipate footings loads on the order of 3 to 5 klf. Several residential roads along with associated utilities, curb & gutter, and sidewalks within the development will also be a part of the proposed construction. We assume that the loads associated with these structures will be relatively light.

## 3.0 METHOD OF STUDY

### 3.1 SUBSURFACE INVESTIGATION

As part of this investigation, subsurface soil conditions were explored by excavating six exploratory trenches at representative locations across the site. Representative faces of each of these trenches were logged as part of a geotechnical investigation. The trenches were excavated to depths ranging from 6 to 13 feet below the site grade as it existed at the time of our investigation. The approximate locations of the explorations are shown on the *Exploration Location Map*, Plate A-2 in Appendix A. Exploration points were selected to provide a representative cross section of the subsurface soil conditions in the anticipated vicinity of the proposed structures. Subsurface soil conditions as encountered in the explorations were logged at the time of our investigation by a qualified geotechnical engineer and are presented on the enclosed Test Pit Logs, Plates B-1 to B-6 in Appendix B. A *Key to USCS Soil Symbols and Terminology* is presented on Plate B-7.

The trenches were advanced using a trackhoe. Both relatively undisturbed and bulk soil samples were obtained in each of the test pit explorations. Bulk samples were collected from each trench location placed in bags and buckets. Due to the relatively granular nature of the soils exposed during our investigation, it was not feasible to collect undisturbed soil samples. All samples were transported to our laboratory for testing to evaluate engineering properties of the various earth materials observed. The soils were classified according to the *Unified Soil Classification System* (USCS) by the Geotechnical Engineer. Classifications for the individual soil units are shown on the attached Test Pit Logs.

### 3.2 LABORATORY TESTING

Geotechnical laboratory tests were conducted on samples obtained during our field investigation. The laboratory testing program was designed to evaluate the engineering characteristics of onsite earth materials. As mentioned previously, due to the relatively granular nature of the subsurface soils, it was not feasible to obtain relatively undisturbed samples, and as such our laboratory testing was limited. Laboratory tests conducted during this investigation include:

- Grain Size Distribution (ASTM D422)
- Direct Shear Test (ASTM D3080)

The results of laboratory tests are presented on the Test Pit Logs in Appendix B (Plates B-1 to B-6), the Laboratory Summary Table and the test result plates presented in Appendix C (Plates C-1 and C-4).

### 3.3 ENGINEERING ANALYSIS

Engineering analyses were performed using soil data obtained from the laboratory test results and empirical correlations from material density, depositional characteristics and classification. Appropriate factors of safety were applied to the results consistent with industry standards and the accepted standard of care.

## 4.0 GENERALIZED SITE CONDITIONS

### 4.1 SURFACE CONDITIONS

At the time of our subsurface investigation, the subject property existed as vacant hillside property. No structures were observed on the property at the time of our investigation, and the only improvements were unpaved roadways largely oriented in a north-south direction. The site was covered in moderate amounts of vegetation consisting of native weeds, sagebrush, and small trees. The eastern portion of the site slopes moderately to the west at an approximate 4:H:1V before steepening to a 1.5H:1V slope near the western portion of the site, although this value varies locally. Total topographic relief across the site is approximately 370 feet. The site is located at an approximate elevation ranging from 4,415 to 4,785 feet above mean seal level

### 4.2 SUBSURFACE CONDITIONS

The subsurface soil conditions were explored at the subject property by excavating six exploratory trenches to depths ranging from 6 to 13 feet below the existing site grade. Subsurface soil conditions were logged during our field investigation and are included on the test pit logs in Appendix B (Plates B-1 to B-6). The soil and moisture conditions encountered during our investigation are discussed below.

#### 4.2.1 Soils

Based on our observations and geologic literature review, the subject property is overlain by 1 to 2½ feet of topsoil composed of silt, sand, gravel, and cobble with occasional boulders. Undocumented fill soils were not observed during our field investigation. Underlying the topsoil, we encountered Pleistocene-aged lacustrine sand deposits associated with both the transgressive and regressive phases of the Bonneville lake cycle. These deposits extended to the maximum depths explored as part of this investigation. Descriptions of the soil units encountered are described below:

Topsoil: Where observed, these soils consisted of moist, dark brown Silty SAND (SM) with gravel, cobble and occasional boulders. This unit has an organic appearance and texture, with roots throughout. Topsoil was encountered in each of the test pits excavated as part of this investigation.

Pleistocene-Aged Lacustrine Deposits: These soils typically consist of sand with some silt and rounded gravel deposited in beaches corresponding to the transgressive and regressive phases of Lake Bonneville. The soils we encountered largely consisted of coarse-grained sediment including Poorly Graded GRAVEL (GP-GM) with silt and sand, Poorly Graded GRAVEL (GP) with sand, Poorly Graded SAND (SP) with gravel, Silty GRAVEL (GM) with sand, and Silty SAND (SM) with gravel. Fine-grained sediments were encountered interbedded with the coarse-grained material, and consisted of SILT (ML), SILT (ML) with gravel, Sandy SILT (ML), and Sandy Lean CLAY (CL). In general, these fine-grained sediments had low to no plasticity, and contained occasional iron staining.

The stratification lines shown on the enclosed Test Pit Logs represent the approximate boundary between soil types. The actual in-situ transition may be gradual. Due to the nature and depositional characteristics of the native soils, care should be taken in interpolating subsurface conditions between and beyond the exploration locations.

#### 4.2.2 Groundwater Conditions

Groundwater was not encountered in any of the test pits excavated for this investigation. Seasonal fluctuations in precipitation, surface runoff from adjacent properties, or other on or offsite sources may increase moisture conditions; groundwater conditions can be expected to rise several feet seasonally depending on the time of year. However, it is not anticipated that groundwater will impact the proposed development.

## 5.0 GEOLOGIC CONDITIONS

### 5.1 GEOLOGIC SETTING

The site is located at an approximate elevation ranging from 4,415 to 4,785 feet above mean sea level, within the eastern boundary of the Great Salt Lake basin and the Wasatch Mountain Range. The Great Salt Lake basin is a deep, sediment-filled structural basin of Cenozoic age flanked by the Wasatch Range to the east and the Promontory Mountains, the Spring Hills, and the West Hills to the west (Hintze, 1980). The southern portion of the Salt Lake Basin is bordered on the west by the east shore of the Great Salt Lake. The Wasatch Range is the easternmost expression of pronounced Basin and Range extension in north-central Utah.

The near-surface geology of the Salt Lake Basin is dominated by sediments, which were deposited within the last 30,000 years by Lake Bonneville (Scott and others, 1983; Hintze, 1993). As the lake receded, streams began to incise large deltas that had formed at the mouths of major canyons along the Wasatch Range, and the eroded material was deposited in shallow lakes and marshes in the basin and in a series of recessional deltas and alluvial fans. Sediments toward the center of the valley are predominately deep-water deposits of clay, silt and fine sand. However, these deep-water deposits are in places covered by a thin post-Bonneville alluvial cover. Surface sediments are mapped at the site, and include Late Pleistocene lacustrine sand and gravel deposits (Machette, 1992).

### 5.2 SEISMICITY AND FAULTING

The site lies within the north-south trending belt of seismicity known as the Intermountain Seismic Belt (ISB) (Hecker, 1993). The ISB extends from northwestern Montana through southwestern Utah. An active fault is defined as a fault that has had activity within the Holocene (<11ka). Several splays of the Weber segment of the Wasatch Fault zone are mapped as being located throughout the site (Black et. al, 2003, Hecker, 1993). In order to assess the nature of the faults and delineate their location, GeoStrata is concurrently completing a fault trench investigation. The results of that investigation will be presented in a separate report. The most recent movement along the Weber Segment of the Wasatch Fault Zone occurred during the Quaternary period, and there is evidence that as many as 10 to 15 earthquakes have occurred along this segment in the last 15,000 years (Hecker, 1993). A location near Kaysville Utah indicated that the Weber Segment has a measurable offset of 1.4 to 3.4 meters per event (McCalpin, and others, 1994). The Weber Segment may be capable of producing earthquakes as

large as magnitude 7.5 (Ms) and has a recurrence interval of approximately 1,200 years. The site is also located approximately 20 miles east of the East Great Salt Lake Fault Zone (Hecker, 1993). Evidence suggests that this fault zone has been active during the Holocene (0 to 30,000 yrs) and has segment lengths comparable to that of the Wasatch Fault Zone, indicating that it is capable of producing earthquakes of a comparable magnitude (7.5 Ms). Analyses of ground shaking hazard along the Wasatch Front suggests that the Wasatch Fault Zone is the single greatest contributor to the seismic hazard in the Wasatch Front region. Each of the faults listed above show evidence of Holocene-aged movement, and is therefore considered active.

Seismic hazard maps depicting probabilistic ground motions and spectral response have been developed for the United States by the U.S. Geological Survey as part of NEHRP/NSHMP (Frankel et al, 1996). These maps have been incorporated into both *NEHRP Recommended Provisions for Seismic Regulations for New Buildings and Other Structures* (FEMA, 1997) and the *International Building Code* (IBC) (International Code Council, 2012). Spectral responses for the Maximum Considered Earthquake (MCE<sub>R</sub>) are shown in the table below. These values generally correspond to a two percent probability of exceedance in 50 years (2PE50) for a “firm rock” site. To account for site effects, site coefficients which vary with the magnitude of spectral acceleration are used. Based on our field exploration, it is our opinion that this location is best described as a Site Class D which represents a “stiff soil” profile. The spectral accelerations are shown in the table below. The spectral accelerations are calculated based on the site’s approximate latitude and longitude of 40.9856° and -111.8804° respectively and the United States Geological Survey U.S. Seismic Design Maps tool version 3.1.0 (USGS, 2013). Based on the IBC, the site coefficients are F<sub>a</sub>=1.00 and F<sub>v</sub>= 1.30. From this procedure the peak ground acceleration (PGA) is estimated to be 0.55g.

**MCE<sub>R</sub> Seismic Response Spectrum Spectral Acceleration Values for IBC Site Class D<sup>a</sup>**

<b>Site Location:</b> <b>Latitude = 40.9856 N</b> <b>Longitude = -111.8804 W</b>	<b>Site Class C Site Coefficients:</b> <b>F<sub>a</sub> = 1.00</b> <b>F<sub>v</sub> = 1.30</b>
<b>Spectral Period (sec)</b>	<b>Response Spectrum Spectral Acceleration (g)</b>
0.2	$S_{MS}=(F_a \cdot S_s=1.00 \cdot 1.37) = 1.37$
1.0	$S_{M1}=(F_v \cdot S_1=1.30 \cdot 0.56) = 0.73$
<sup>a</sup> IBC 1613.3.4 recommends scaling the MCE <sub>R</sub> values by 2/3 to obtain the design spectral response acceleration values; values reported in the table above have not been reduced.	

### 5.3 LIQUEFACTION

Certain areas within the intermountain region possess a potential for liquefaction during seismic events. Liquefaction is a phenomenon whereby loose, saturated, granular soil deposits lose a significant portion of their shear strength due to excess pore water pressure buildup resulting from dynamic loading, such as that caused by an earthquake. Among other effects, liquefaction can result in densification of such deposits causing settlements of overlying layers after an earthquake as excess pore water pressures are dissipated. The primary factors affecting liquefaction potential of a soil deposit are: (1) level and duration of seismic ground motions; (2) soil type and consistency; and (3) depth to groundwater.

Based on our review of the *Liquefaction Special Study Areas, Wasatch Front and Nearby Areas, Utah*, the site is located in an area currently designated as having a “Very Low” liquefaction potential. “Very Low” liquefaction potential indicates that there is less than a 5 percent probability of having an earthquake within a 100-year period that will be strong enough to cause liquefaction. Groundwater was not encountered in any of the test pits excavated as part of our investigation. As such, the near-surface soils are not considered to be susceptible to liquefaction. It is possible that potentially liquefiable soils are also present at depths greater than those covered in our investigation. A liquefaction analysis was beyond the scope of the project; however, if the owner wishes to have greater understanding of the liquefaction potential of the soils at greater depths, a liquefaction analysis should be completed at the site.



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**Geologic Hazards Assessment  
Farmington Hills Development  
Farmington, Utah**

GeoStrata Job No. 1039-002

October 15, 2015

Prepared for:

**Elite Craft Homes  
40 North 100 East  
Farmington, Utah  
Attention: Mr. Jerry Preston**



Learn More

## 1.0 EXECUTIVE SUMMARY

The purpose of this investigation and report is to assess the proposed Farmington Hills Subdivision for the presence of geologic hazards that may impact the planned development of the site. The Weber segment of the Wasatch fault zone is mapped trending through or adjacent to the western side of the subject site. Surface fault ruptures associated with the Weber segment of the Wasatch fault zone were observed in Trenches 1 and 2 excavated as a part of this investigation. It is our opinion that the observed faults are active surface fault ruptures. No surface fault ruptures were observed in Trenches 3 through 6. Since the observed faults are considered to be active a setback area was established on either side of the observed faults. Setback distances of 24 feet on the upthrown side of the faults and 29 feet on the downthrown side of the faults were used to develop the setback areas. No structures or any portions of any structures intended for human occupancy should be located within the setback areas. It is generally accepted practice to allow roadways, landscaping, driveways, and non-habitable structures such as detached garages and sheds to be located within the setback areas.

No Holocene-aged alluvial fan deposits are located within the proposed Farmington Hills development. Minor debris flow sediments were observed within the channel of an ephemeral drainage located immediately south of the existing Farmington City water tank on the southeastern portion of the site. It is considered possible that debris flow events may occur within this drainage. The potential flood and debris flow hazard associated with this ephemeral drainage channel, to the proposed Farmington Hills development, is considered low as long as the natural course and geometry of the drainage channel is maintained and considered during the development. These hazards are considered high with respect to the existing residences west of the mouth of the drainage channel.

Rock fall hazard was also assessed as part of this investigation. Our field observation would indicate that the rock fall hazard at the site is moderate. Our modeling would indicate the rock fall hazard for the subject property to be low. It is recommended that mitigation structures upslope from the subject site be design and constructed to further reduce the potential for rock-fall events from impacting the proposed development.

**NOTICE: The scope of services provided within this report are limited to the assessment of the subsurface conditions for the proposed development. This executive summary is not intended to replace the report of which it is part and should not be used separately from the report. The executive summary is provided solely for purposes of overview. The executive summary omits a number of details, any one of which could be crucial to the proper application of this report.**

## 2.0 INTRODUCTION

### 2.1 PURPOSE AND SCOPE OF WORK

The purpose of this investigation and report is to assess the proposed Farmington Hills Subdivision residential development located at approximately 300 East 100 North to 400 North in Farmington City, Utah for the presence of geologic hazards that may impact the planned development of the site. The work performed for this report was performed in accordance with our proposal, dated June 19, 2015 and signed July 14, 2015. Our scope of services included the following:

- Review of available references and maps of the area.
- Stereographic aerial photograph interpretation of aerial photographs covering the site area.
- Review of the sub-meter Wasatch Front LiDAR elevation data (2013 to 2014) obtained from the State of Utah AGRC.
- Geologic reconnaissance of the site by an engineering geologist to observe and document pertinent surface features indicative of possible surface rupture fault hazards, debris flow hazards or other geologic hazards.
- Subsurface investigation consisting of trenching across portions of the site exposing the soil stratigraphy and observing the exposed soil for evidence of surface fault rupture or other geologic hazards.
- Preparation of hand drawn logs to document any fault structures, debris flow deposits or evidence of geologic hazards encountered during our subsurface investigation; and
- Evaluation of our observations combined with existing information and preparation of this written report with conclusions and recommendations regarding possible surface rupture hazards or any other geologic hazards observed to affect the site.

The recommendations contained in this report are subject to the limitations presented in the Limitations section of this report.

### 2.2 PROJECT DESCRIPTION

The project site is located in the foothills of the Wasatch Mountains at approximately 300 East between 100 North to 400 North in Farmington City, Utah. Proposed development, as currently planned, will consist of twenty three residential building lots as well as associated roadways and landscape areas. The subject property currently exists as undeveloped hillside property accessed

through unpaved trails and roadways. The subject site slopes moderately to the west throughout most of the subject site and steeply to the west along the western margin of the site. The subject site has an estimated topographic change of approximately 430 feet from east to west. The project site is shown on the Site Vicinity Map included in the Appendix of this report (Plate A-1). The Appendix also includes a Site Vicinity Geologic Map (Plate A-2 and A-2b) and an Exploration Location Map (Plate A-3).

### 3.0 METHODS OF STUDY

#### 3.1 OFFICE INVESTIGATION

To prepare for the investigation, GeoStrata reviewed pertinent literature and maps listed in the references section of this report, which provided background information on the local geologic history of the area and the locations of suspected or known geologic hazards (Nelson and Personius, 1993; Black and others, 2003; Christenson and Shaw, 2008; U.S. Geological Survey, 2006). A detailed knowledge of the stratigraphic units expected in the area provided a useful time-stratigraphic framework for interpreting the units exposed in the trench excavated for this geologic hazards assessment. In addition, the presence of specific stratigraphic units is also very useful in determining the presence and severity of other geologic hazards that may be present on the subject property.

A stereographic aerial photograph interpretation was performed for the subject site using three sets of stereo aerial photographs obtained from the UGS as shown in Table 1.

**Table 1**

Source	Photo Number	Date	Scale
USFS	USFS-F-161	May 30, 1983	1:5,000
USFS	USFS-F-162	May 30, 1983	1:5,000
USFS	USFS-F-163	May 30, 1983	1:5,000
USFS	USFS-F-164	May 30, 1983	1:5,000
UGS OFR-548	WF1-6-079	1970	1:12,000
UGS OFR-548	WF1-6-080	1970	1:12,000
UGS OFR-548	WF1-6-081	1970	1:12,000
UGS OFR-548	WF2-5-121	1970	1:12,000
UGS OFR-548	WF2-5-122	1970	1:12,000
UGS OFR-548	WF2-5-123	1970	1:12,000

GeoStrata also conducted a review of the sub-meter Wasatch Front LiDAR elevation data (2013 to 2014) obtained from the State of Utah AGRC to assess the subject site for visible lineations or other surface fault rupture related geomorphology. The LiDAR elevation data was used to create hillshade imagery that could be reviewed for assessment of geomorphic features related to geologic hazards (Plates A-4 and A-5). We used this hillshade imagery and the stereographic

aerial photographs to map the location of the Weber segment of the Wasatch fault zone along the subject site for as part of preparing the Site Specific Geologic Map (Plate A-6).

The Exploration Location Map (Plate A-3) was produced to plan our assessment of the geologic hazards identified during our office research. One critical factor in the placement of exploration trenches across the site was the assessment of the surface fault rupture hazard along the western side of the subject site that was identified during our office research. The portion of the site that falls within the Surface Fault Rupture Special Study Zone needed to be assessed by means of trenching to assess the near surface geologic units for the presence or absence of active surface fault rupture hazards. No current Surface Fault Rupture Special Study Zone map is identified in the Farmington City Municipal Code (Chapter 30, 11-30-105 Development Standards, (4) Geologic Report). Christenson and others (2003) state that where special-study areas have not been defined, the UGS recommends that the width of special-study areas vary depending on whether the fault is well defined, buried (concealed) or approximately located. The recommended special-study areas for a well defined fault extend horizontally 500 feet (153 m) on the downthrown and 250 feet (76 m) on the upthrown side of mapped fault traces or outermost faults in a fault zone. In areas of high scarps where 250 feet (76 m) on the upthrown side does not extend to the top of the scarp, the special-study area is increased to 500 feet (153 m) on the upthrown side (Robison, 1993). A well-defined fault is defined as a fault where the fault trace is clearly detectable by a geologist qualified to conduct surface-fault rupture investigations as a physical feature at or just below the ground surface (typically shown as a solid line on a geologic map). Nelson and Personius (1993) map the portion of the Weber segment of the Wasatch fault zone trending through the subject site as a well defined fault trace (Plate A-2). The U.S. Geological Survey and Utah Geological Survey, 2006, Quaternary fault and fold database also report this section of the Weber segment of the Wasatch fault zone as a well defined fault trace (Plate A-3).

During our stereographic aerial photograph interpretation and our review of the sub-meter Wasatch Front LiDAR elevation data (2013 to 2014) obtained from the State of Utah AGRC to assess the subject site for visible lineations or other surface fault rupture related geomorphology we mapped the portion of the Weber segment along the western side of the subject site as a well defined fault (Plate A-4; Plate A-5; Plate A-6). The main trace of the Weber segment of the Wasatch fault zone, in the area of the subject site, was observed to correspond to a steeply west dipping escarpment that divided the site into a lower portion (in the northwest corner of the site) and an upper portion (throughout the remainder of the site). This escarpment was assessed to comprise the main fault scarp of the Weber segment. The base of the fault scarp defined a clear

liniment that we interpreted and mapped as the location of the location of the main Weber segment. It should be noted that the Weber segment is mapped further west of our mapped location on the U.S. Geological Survey and Utah Geological Survey, 2006, Quaternary fault and fold database (Plate A-3; Plate A-4). Plate A-3 also shows the special study area associated with the Weber segment across the subject site as we assessed it for this study. The fault location as assessed by GeoStrata was utilized to create the surface fault rupture special study zone, as shown on Plate A-3.

Several other lineations were also observed during our stereographic aerial photograph interpretation and our review of the sub-meter Wasatch Front LiDAR elevation data (2013 to 2014). These lineations were oriented generally east to west and are interpreted to comprise a number of small drainage swales eroded into the west dipping slope that makes up the subject site above and east of the Weber segment fault escarpment. These swales can be seen on Plate A-4 and Plate A-5. The Weber segment fault escarpment was also observed to be incised by several of these drainage swales within the subject site. One drainage located just south of and adjacent to the existing Farmington City water tank is down-cut approximately 10 to 20 feet into a well defined ephemeral drainage channel. This ephemeral drainage is associated with a small unnamed drainage basin canyon on the mountain front east of the subject site as can be seen on Plate A-2.

### 3.2 FIELD INVESTIGATION

An engineering geologist investigated the geologic conditions within the general site area. A field geologic reconnaissance was conducted to observe existing geologic conditions and to assess existing surficial evidence of surface fault ruptures, debris flow deposits or evidence other geologic hazards. Based on the results of our office research and field observations, six locations were selected for subsurface investigation by means of trenching. While conducting our fieldwork for the surface fault rupture hazard assessment we conducted site observations to assess what other geologic hazards might impact the site.

### 3.3 SUBSURFACE INVESTIGATION

Six exploratory trenches were excavated along the western side of the proposed development in order to expose and observe the subsurface soils and to assess the subject site for surface fault rupture hazards within the Surface Fault Rupture Special Study Area as shown on Plate A-3. The locations of the six trenches are shown on the Exploration Location Map (Plate A-3). Our trench excavations extended between approximately 30 feet to 130 feet farther east than the Surface

Fault Rupture Special Study Area to aid in assessing the proposed development for other geologic hazards and to assess the near surface soil conditions as part of our geotechnical assessment of the subject site. The geology exposed in these trenches will be described and interpreted in subsequent sections of this report.

## 4.0 GEOLOGIC CONDITIONS

### 4.1 GEOLOGIC SETTING

The site is located in Farmington City, Utah at an elevation ranging from 4400 to 4830 feet above mean sea level within the eastern portion of the Salt Lake Basin. The Salt Lake basin is a deep, sediment-filled structural basin of Cenozoic age flanked by the Wasatch Range and Wellsville Mountains to the east and the Promontory Mountains, the Spring Hills, and the West Hills to the west (Hintze, 1980). The southern portion of the Salt Lake Basin is bordered on the west by the east shore of the Great Salt Lake. The Wasatch Range is the easternmost expression of pronounced Basin and Range extension in north-central Utah (Stokes, 1986).

The near-surface geology of the Salt Lake Valley is dominated by sediments, which were deposited within the last 30,000 years by Lake Bonneville (Scott and others, 1983; Hintze, 1993). As the lake receded, streams began to incise large deltas that had formed at the mouths of major canyons along the Wasatch Range, and the eroded material was deposited in shallow lakes and marshes in the basin and in a series of recessional deltas and alluvial fans. Sediments toward the center of the valley are predominately deep-water deposits of clay, silt and fine sand. However, these deep-water deposits are in places covered by a thin post-Bonneville alluvial cover.

Surface sediments within the subject site are mapped as uppermost Pleistocene lacustrine sand (lbpg) mapped below the Provo shoreline where deposits cannot be correlated with a specific phase of the Bonneville Lake Cycle (Nelson and Personius, 1993). This unit is reported to consist of sand, silty sand, gravelly sand, and minor silt. Often consists of a thin, discontinuous veneer of Provo regressional deposits, overlying Bonneville transgressional deposits. Numerous shorelines developed on these deposits usually cannot be identified as either transgressional or regressional.

### 4.2 TECTONIC SETTING

The majority of the subject site is located on the west dipping bench located along the western foothills of the Wasatch Mountain Range. The Weber segment of the Wasatch fault zone is mapped trending through or adjacent to the western side of the subject site. A steeply west dipping scarp trends along the Weber segment. The Weber segment extends for about 35 miles from its southern terminus to northern terminus (Nelson and Personius, 1993). The southern terminus of the Weber Segment occurs at the Salt Lake Salient, a ridge of Paleozoic and Tertiary bedrock that extends west of the Wasatch Front at the northern end of the Salt Lake rupture

segment. The geometry of linkage between the main rupture zones in the Weber segment and faults in the interior of the Salt Lake salient is not clear. Surface scarps at the southern margin of the salient are discontinuous but apparently extend into the large normal fault along the eastern boundary of the segment. There is no reported evidence for Quaternary movement on this fault in the interior of the salient, so presumably the Quaternary ruptures have not reactivated most of this fault. The Pleasant View Salient marks the boundary between the Weber Segment and the Brigham City Segment to the north (Personius, 1986, Zoback, 1983). Prior paleoseismic studies report that the Weber segment of the Wasatch fault is thought to have experienced four surface faulting seismic events since the middle Holocene. Nelson and others (2006) report four surface faulting seismic events since the middle Holocene with the most recent event being a partial segment rupture which occurred approximately 500 years ago resulting in a 1.6 feet surface rupture displacement. DuRoss and others (2009) report evidence from the 2007 Rice Creek trench site of as many as six surface faulting seismic events during the Holocene with four surface faulting events in approximately the past 5,400 years. This data from DuRoss and others (2009) supports the partial segment surface rupture timing reported by Nelson and others (2006). A location near Kaysville, Utah indicated that the Weber Segment has a measureable offset of 1.4 to 3.4 meters per event (McCalpin and others, 1994). The Weber Segment may be capable of producing earthquakes as large as magnitude 7.5 (Ms). The consensus preferred recurrence interval for the Weber segment, determined by the Utah Quaternary Fault Working Group, is approximately 1,400 years for the past four surface fault rupture earthquakes (Lund, 2005).

The site is also located approximately 9 miles east of the East Great Salt Lake fault zone (Hecker, 1993). Evidence suggests that this fault zone has been active during Holocene times (0 to 10,000 years) and has segment lengths comparable to that of the Wasatch fault zone, indicating that it is capable of producing earthquakes of a comparable magnitude (7.5 Ms).

Analysis of the ground shaking hazard along the Wasatch Front suggests that the Wasatch Fault Zone is the single greatest contributor to the seismic hazard in the Salt Lake City region. Each of the faults listed above show evidence of Holocene-aged movement, and is therefore considered active.

# AGEC

## Applied GeoTech

January 6, 2016

Farmington City - Planning Commission  
160 South Main Street  
Farmington, Utah 84025

Attention: Eric Anderson  
EMAIL: [eanderson@farmington.utah.gov](mailto:eanderson@farmington.utah.gov)

Subject: Review of Geologic and Geotechnical Investigation Reports  
Farmington Hills Development  
400 North to 100 North 350 East  
Farmington, Utah  
Project No. 1151090

Gentlemen:

Applied Geotechnical Engineering Consultants, Inc. (AGEC) was requested to review the geologic hazards assessment report for the Farmington Hills development in Farmington, Utah prepared by Geostrata for Elite Craft Homes under Geostrata Job No. 1039-002 dated October 15, 2015. We were requested to review the geotechnical investigation report prepared by the same company for the same client under Geostrata Job No. 1039-002 dated October 19, 2015. The preliminary plat dated November 19, 2015 was provided.

### GEOLOGIC HAZARDS ASSESSMENT REVIEW

The geologic hazards assessment report addresses surface-fault-rupture, rockfall and alluvial-fan-flooding/debris-flow hazards. The geotechnical report addresses liquefaction and slope-stability hazards.

1. Surface-fault-rupture Hazard

The surface-fault-rupture hazard is generally adequately addressed in the report. Plate A-7 shows a non-buildable area, which we assume is primarily associated with slope stability and faulting. However, the non-buildable area has a gap just west of the Geostrata-mapped fault shown on the plate, which we expect should be designated as a non-buildable area. A clarification should be provided by Geostrata indicating what is intended by this gap in the non-buildable area.

We recommend that building excavations within the surface-fault-rupture-hazard, special-study area be observed at the time of construction by a geologist to determine if there are potentially active faults which extend into this area. Building locations should be modified accordingly.

*Condition*

*Condition*

2. Alluvial-fan Flooding/Debris Flow

Condition

The study indicates that debris flow is a potential hazard within a drainage that cuts through Lot 22 and may be a concern for driveways at Lots 22 and 23 which are proposed to cross the drainage. It is stated that modifications to the drainage could have an influence on the extent of the debris-flow-hazard area. We recommend that the area of debris-flow hazard be delineated on plans for the proposed development. The expected debris-flow volume should be quantified to allow for appropriate mitigation design as needed.

3. Rockfall

Condition

The report indicates that rockfall is a potential hazard in the eastern portion of the property. The area of potential hazard should be delineated on a map to identify the area of concern.

Construction of a chainlink fence or other form of deflection structure is recommended in the report. The location, design and size of the rock fall mitigation structures should be provided.

4. Landslides

further study

The geologic hazards assessment report does not address landslides. We recommend that the geologist review aerial photographs, geologic literature, Lidar data and other information along with site reconnaissance to determine if there is evidence of landslides on or near the property. The geologist should be involved in selecting appropriate cross sections and subsurface conditions for the slope stability analysis provided in the geotechnical study.

## GEOTECHNICAL INVESTIGATION REVIEW

The geotechnical investigation report generally addresses geotechnical concerns associated with the project with the exception of slope stability and the selection of a granular subgrade for design of the pavement section. Subsurface exploration in the eastern portion of the property appears to be lacking.

1. Slope Stability

Further study

conditions

Subsurface investigation to a depth of 13 feet for a reported slope height of 370 feet and slopes of up to 1 ½ horizontal to 1 vertical is typically not considered adequate to characterize subsurface conditions for slope stability evaluation. We recommend deeper subsurface investigation be performed in key areas where slope stability may be a concern for the proposed development. Cut and fill slopes for the roads planned to extend up the relatively steep slope in the western portion of the property should be evaluated from a slope stability standpoint. Retaining systems for both cut and fill slopes should be appropriately designed.



The friction value used in the stability analysis is high considering the presence of sand and unknown soil conditions below the investigated depth. Deeper subsurface investigation and likely more laboratory testing along with correlations of strength to material types given in published literature will provide a better understanding of subsurface material strengths and allow for selection of suitable strength values.

Further study

The model for the slope stability analysis does not include a water table. This might be an appropriate assumption, however, the depth of exploration is not great enough to identify whether or not there is a water table. The geotechnical engineer should consider the potential for a water table to develop in the slope due to water infiltration from landscape watering and other factors that may result in a change in subsurface water conditions due to the proposed development.

Condition ?

The locations of slope profiles used for the stability analysis are not shown.

Condition

2. Pavement Design

The pavement recommendations given in the report are based on a granular subgrade although clay was encountered in the western portion of the site. Recommendations for an alternative pavement section should be provided for areas of clay subgrade.

Condition

3. Subsurface Investigation

There are no reported test pits, borings or trenches for the eastern portion of the property. As previously noted, the depth of investigation for the slopes in western portion of the property is not considered adequate. Additional subsurface investigation is recommended.

Further study

4. Lateral Earth Pressures

It appears a friction angle of 40 degrees and soil unit weight of 120 pounds per cubic foot were used for lateral earth pressure recommendations. Such values may be low for backfill types and compaction methods that may be used. The amount of movement required to develop the passive pressure recommended may be more than what is considered acceptable for some structures. The recommended seismic increases do not appear to be consistent with IBC 2012.

?

5. Clay

Clay was encountered in some of the test pits. It appears the clay was not considered in most geotechnical recommendations.

Condition ?

6. Seismic Design Information

The values provide for the mapped acceleration parameters are not consistent with the IBC 2012 values. The table on page 8 mixes Site Class D with Site Class C information.

?

Farmington City  
January 6, 2016  
Page 4

### PRELIMINARY PLAT REVIEW

The preliminary plat provided to us does not incorporate recommendations provided in the geologic and geotechnical studies. The subdivision layout should be modified to include recommendations from these studies along with additional information developed by the geologic/geotechnical consultant with completion of additional studies recommended herein.

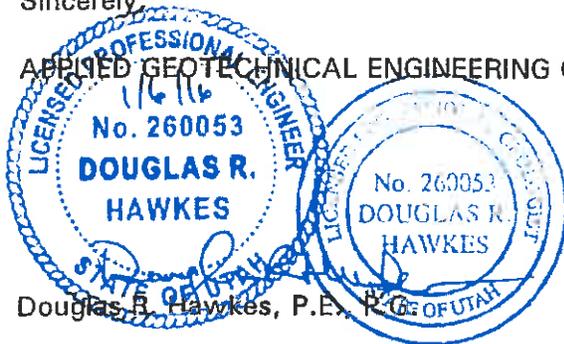
### LIMITATIONS

This letter has been prepared in accordance with generally accepted geologic and geotechnical engineering practices in the area for the use of the client. The conclusions and recommendations included in the letter are based on our understanding of the site and review of the consultant's reports. We have not performed an independent study for the proposed development.

If you have questions or if we can be of further service, please call.

Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



Douglas R. Hawkes, P.E., R.G.

Reviewed by JRM, P.E.

DRH/rs

## CITY COUNCIL AGENDA

For Council Meeting:  
February 2, 2016

**PUBLIC HEARING: The Haws Companies (THC) Development Agreement  
Amendment**

### **ACTION TO BE CONSIDERED:**

1. Hold the public hearing.
2. See enclosed staff report for recommendation.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by David Petersen.

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



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

BRETT ANDERSON  
DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: February 2, 2016

SUBJECT: **THE HAWS COMPANIES (THC) DEVELOPMENT AGREEMENT AMENDMENT**

### RECOMMENDATION

1. Hold a public hearing.
2. Move that the City Council approve the THC request as set forth in the enclosed First Amendment To Supplemental Development Agreement For The Park Lane Commons Project subject to the condition that the applicant place a sign for Cabela's on the top most prominent area of the structure (except for the smaller wording which identifies the project) as shown in the attached Exhibit D; option one is the alternative approved by the Council.

### Findings:

1. Cabela's is a regional use and a major tenant, and freeway signage as proposed is appropriate for such uses.
2. THC is reducing the number of pylon signs from two to one.

### BACKGROUND

THC is requesting an amendment to the Development Agreement as per Section 114 of Chapter 18 of the Zoning Ordinance between Farmington City and THC regarding a modification to pylon signs set forth in said agreement related to proposed signage next to the Union Pacific tracks north of 675 West Street in an OMU zone. The Planning Commission considered this request on January 21, 2015, and recommended the motion set forth above on a vote of 3 to 2.

The City entered into a Development Agreement (DA) with THC on June 23, 2014 regarding the development of 72 acres north of Park Lane and west of I-15. The Agreement dealt with several development issues including, but not limited to, the installation of two pylon signs west of the UP tracks north of Burke Lane (Red Barn Lane). See attached existing agreement. THC erected the first sign as per the agreement only to find out that it violates UDOT rules and

regulations and must be removed or moved (see attached request from THC dated December 29, 2015). In trying to resolve the issue with City staff THC expressed a willingness to amend the DA by reducing the number of signs from two to one and relocating the existing sign consistent with UDOT requirements.

The proposed action for Planning Commission consideration constitutes a legislative act per Section 114 of Chapter 18 of the Zoning Ordinance. Accordingly, it has been noticed as a public hearing.

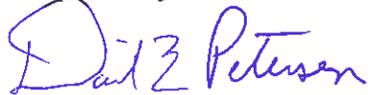
**Supplemental Information**

1. THC Request, December 29, 2015.
2. First Amendment To Supplemental Development Agreement For The Park Lane Commons Project
3. Section 114 of the Chapter 18 of the Zoning Ordinance.

**Applicable Ordinances**

1. Title 11, Chapter 18 – Mixed-Use Districts

Respectively Submitted



David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager



December 29, 2015

Farmington City  
C/O: Mayor Talbot, City Council & Planning Commission  
130 N. Main  
Farmington, UT 84025

Dear Mayor Talbot, City Council and Planning Commission,

We are submitting this letter to request your consideration of an amendment to Section 5.1.1 of the Supplemental Development Agreement (the "Development Agreement") for the Park Lane Commons Project (the "Project"), dated June 23, 2004, between Farmington Square, LLC, and Farmington City (the "City"). Please consider the following background information as you review our request.

After construction of the existing Project freeway sign, we were sent a letter from UDOT - who monitors outdoor advertising along freeways across the State - stating that the Project sign does not meet current State rules and regulations. We were informed that some State signage rules and regulations differ from local, municipal requirements. This came as a complete surprise to our company and the tenants of the Project, but we have actively worked with UDOT and the City to come up with a mutually acceptable solution.

As you know, the Development Agreement contemplates the construction of two (2) pylon signs along the I-15 frontage. The sign at issue was constructed in the more southerly of the 2 approved locations. If we can move this sign to the northerly location and finalize the permitting processes with Farmington City and UDOT, we will be in compliance with both State and local rules/regulations. Further, we propose eliminating the second pylon sign contemplated under the Development Agreement. This will consolidate the signage for the Project onto one (1) sign with only two (2) panels. If we can get through the approval process timely, our signage should be completed in time for the Cabela's opening.

In our packet we are showing two options for the panels – Option One & Two. Option One has two panels, one being the top panel for Cabela's at 10x 20' and the second being 20 x 20' able to accommodate four additional tenants – this is the same square footage as the existing Project freeway sign. Option Two has two panels both at 10 x 20' with the top panel being occupied by Cabela's and the second panel accommodating two additional tenants. We feel that Option One balances the sign out as to how it was originally planned and constructed, but wanted to give both options for consideration.

Existing DA

**4. Project Master Plan.**

4.1 Approval of PMP. The development configuration of the Project is generally shown on the Project Master Plan of Park Lane Commons (the "PMP"), which consists of a narrative and graphic description of the Project as required by the Ordinance. A copy of the PMP is attached as Exhibit B hereto and is incorporated herein by this reference. The PMP has been approved by the City and the City acknowledges that the PMP as shown is in compliance with the Ordinance and Land Use Regulations. Approval of the PMP satisfies the requirement of the Ordinance for a conceptual plan and constitutes an approved Master Plan for guiding all future development of the Project proposed for the entire Property. Developer shall develop the Property generally in accordance with the amended Regulating Plan and the PMP attached as Exhibit B.

4.2 PMP Amendments. In the event that Developer desires to amend the PMP, any such request shall be reviewed as either a major or minor amendment as those terms are defined and in accordance with the process provided in Section 11-18-108(k)(1) and (2) of the Ordinance.

**5. Project Specific Development Standards.**

5.1 Alternative Development Standards. Section 11-18-114(1) of the Ordinance authorizes the City to approve a Development Agreement containing alternative development standards that supersede certain provisions of the Ordinance and the Land Use Regulations. Pursuant to such authority, the development and construction of the Project shall proceed pursuant to, and consistent with, the terms and conditions of this Agreement and the exhibits attached hereto. In the event of a conflict between the provisions of the Ordinance or the Land Use Regulations and this Agreement, the more specific provisions of this Agreement shall control. The specific development standards approved for the Project pursuant to Section 114 of the Ordinance include the following:

5.1.1 Signage Plan. A full signage plan for the Project shall be submitted by the Developer as part of the development plan review process in compliance with Section 11-18-109 of the Ordinance. However, as part of this Agreement, two (2) pylon signs are approved for the Project along the frontage of I-15 at a height not to exceed fifty-five (55) feet from the freeway grade and twenty (20) feet in width as depicted in Exhibit C subject to the following conditions: (a) one sign needs to be filled before the second sign is erected; and (b) if due to easements or some other unforeseen circumstances either of the signs needs to be relocated to a different site than what is depicted as part of Exhibit C, the proposed relocation will be required to be presented to the Planning Commission for their review and approval.

Existing  
DA

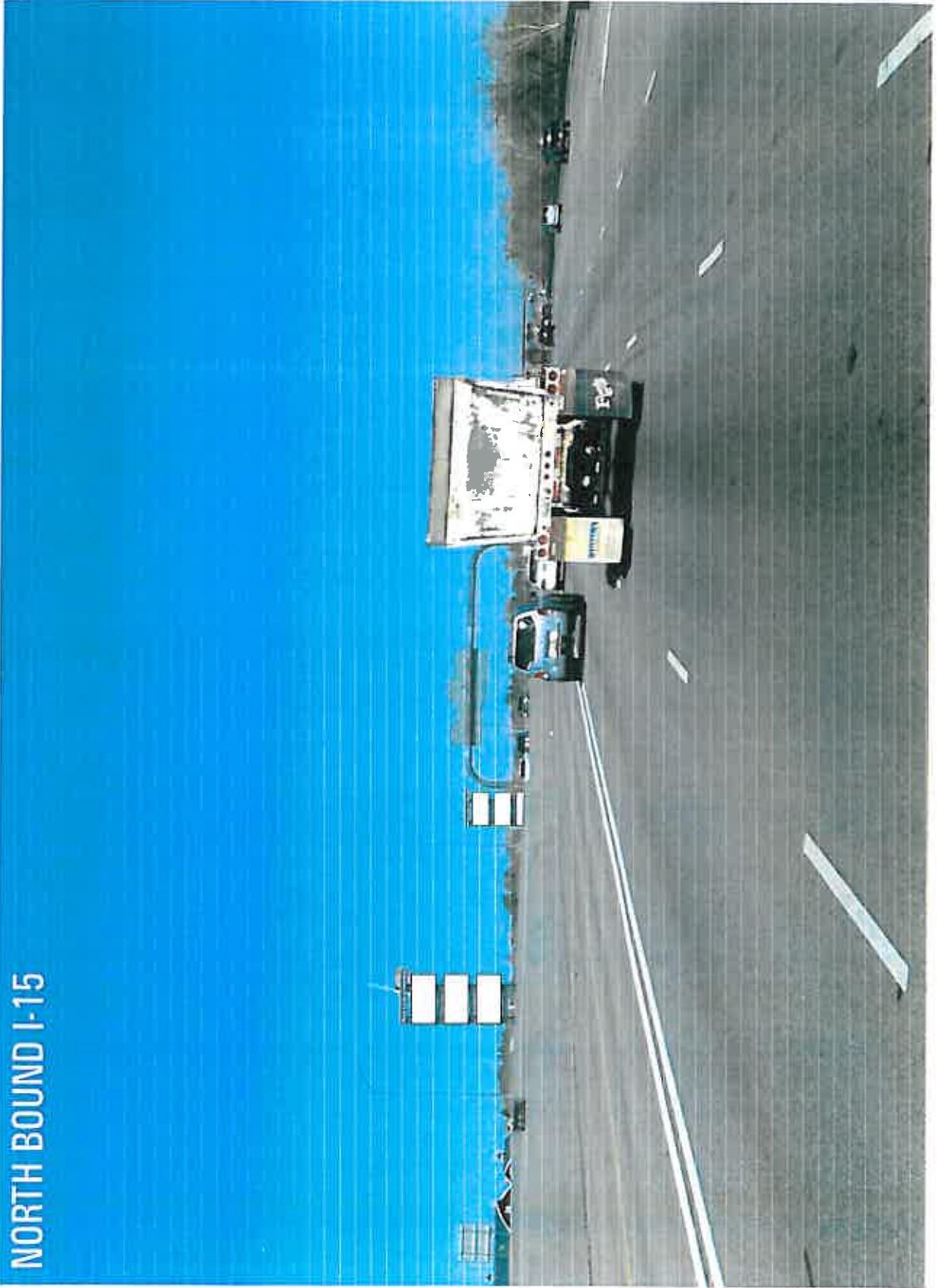
# Exhibit C





Exhibit C (Cont.)  
Existing DA

NORTH BOUND I-15



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Salt Lake City, UT 84104  
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**Revisions**

No.	Date	Description
1	7/1/14	Initial Design
2	7/1/14	Initial Design
3	7/1/14	Initial Design
4	7/1/14	Initial Design
5	7/1/14	Initial Design
6	7/1/14	Initial Design
7	7/1/14	Initial Design
8	7/1/14	Initial Design
9	7/1/14	Initial Design
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14	7/1/14	Initial Design
15	7/1/14	Initial Design
16	7/1/14	Initial Design
17	7/1/14	Initial Design
18	7/1/14	Initial Design
19	7/1/14	Initial Design
20	7/1/14	Initial Design

**Approval**

Client Sign/Date \_\_\_\_\_  
 Engineer Sign/Date \_\_\_\_\_

**Project Info.**  
 FARMINGTON, UT.

Act. Eng. JEFF BERRY  
 Designer CHRISTINA  
 Date: 6-17-2014

**PARK LANE COMMON**  
**42107 R7**  
 SCALE: AS SHOWN

**ART 3.0**

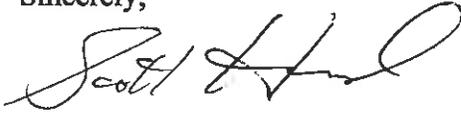


The proposed amendment to Section 5.1.1 of the Development Agreement is as follows:

***5.1.1 Signage Plan. A full signage plan for the Project shall be submitted by the Developer as part of the development plan review process in compliance with Section 11-18-109 of the Ordinance. However, as part of this Agreement, one (1) pylon sign is approved for the Project along the frontage of I-15 as depicted in Exhibit D. The Exhibit C attached to the Development Agreement is deleted in its entirety and replaced with Exhibit D.***

We appreciate your consideration of our request. This proposal should allow all affected parties to comfortably move forward. Please do not hesitate to contact me should you have any questions or comments regarding the forgoing. We look forward to hearing from you.

Sincerely,



Scott Harwood

Revisions HGB 1-15-  
~~16~~ ~~WORKING~~  
~~DRAFT~~  
FOR DISCUSSION PURPOSES ONLY  
KIRTON McCONKIE

**When Recorded, Return To:**

Farmington Square, LLC  
Attn: Scott W. Harwood  
1200 West Red Barn Lane  
e

Farmington, UT 84025

**FIRST AMENDMENT TO  
SUPPLEMENTAL DEVELOPMENT AGREEMENT  
FOR THE PARK LANE COMMONS PROJECT**

This First Amendment to Supplemental Development Agreement for the Park Lane Commons Project (this “*Amendment*”) is made this \_\_\_ day of January, 2016, by and between FARMINGTON SQUARE, LLC, a Utah limited liability company (“Developer”), and FARMINGTON CITY, a Utah municipal corporation (the “City”). Developer and City shall be referred to herein collectively as the “Parties” and individually as a “Party.”

---

**RECITALS**

A. The Parties entered into that certain Supplemental Development Agreement for the Park Lane Commons Project, dated June 23, 2014 (the “Development Agreement”), in connection with the development and use of the Property described on Exhibit A attached hereto and incorporated herein.

B. The Parties desire to amend the Development Agreement pursuant to the terms and conditions set forth below.

**AGREEMENT**

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Amendment and made a part hereof.

2. Effective Date of Amendment. This Amendment shall be effective as of the date the Utah Department of Transportation (“UDOT”) approves the off-premise pylon sign (the “Pylon Sign”) described in the amended Section 5.1.1 below (the “Effective Date”). In the event UDOT does not approve of the Pylon Sign on or before [REDACTED], 2016, the Parties agree that

this Amendment shall terminate and be of no further force or effect, and the Development Agreement shall continue unaffected by this Amendment.

3. Signage Plan. As of the Effective Date, Section 5.1.1 of the Development Agreement is hereby deleted in its entirety and replaced with the following:

*5.1.1 Signage Plan. A full signage plan for the Project shall be submitted by the Developer as part of the development plan review process in compliance with Section 11-18-109 of the Ordinance. However, as part of this Agreement, one (1) pylon sign is hereby approved for the Project along the frontage of I-15 at a height not to exceed fifty-five (55) feet from the freeway grade and twenty (20) feet in width as generally depicted and described in Exhibit D., subject to the following condition. If, due to an easement or some other unforeseen circumstance, the sign needs to be relocated to a different site than what is depicted on Exhibit D, the proposed relocation shall be subject to approval by the Planning Commission, attached hereto.*

4. Exhibit C of the Development Agreement. As of the Effective Date, “Exhibit C” of the Development Agreement is hereby deleted in its entirety and replaced with Exhibit D attached hereto and incorporated herein, by reference.

5. Cooperation between the Parties. The Parties agree to exercise good faith and cooperate to facilitate the application, processing, permitting, approvals and construction of the Pylon Sign. It is anticipated by the Parties that the construction of the Pylon Sign will be completed promptly following its approval by UDOT.

6. Ratification of Development Agreement. Except as expressly modified by this Amendment, the Parties hereby ratify the Development Agreement and agree that the Development Agreement shall remain in full force and effect.

7. Amendment to Development Agreement. To the extent that the terms and conditions of this Amendment modify or conflict with any provisions of the Development Agreement, including prior addenda, schedules and exhibits, the terms of this Amendment shall control. All other terms of the Development Agreement, including all prior addenda, schedules and exhibits, not modified by this Amendment shall remain the same.

8. Defined Terms. Capitalized terms used in this Amendment which are not otherwise defined herein shall have the same meanings given to such terms in the Development Agreement.

9. Counterparts. This Amendment may be executed in counterparts and signed separately by the parties hereto, which when taken together shall constitute one original document. Signatures may be delivered electronically via email or by overnight delivery, and in either case shall bind the parties to this Amendment.

*~~[Signatures and notary acknowledgements on following pages.]~~*

In Witness Whereof, the Parties have executed this Amendment as of the date first written above.

CITY:

FARMINGTON CITY,  
a Utah municipal corporation

By: \_\_\_\_\_  
Name: Jim Talbot  
Its: Mayor

STATE OF UTAH            )  
                                      :SS.  
COUNTY OF DAVIS        )

On this \_\_\_\_\_ day of January, 2016, personally appeared before me Jim Talbot, as Mayor of the FARMINGTON CITY, a Utah municipal corporation, and acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_

DEVELOPER:

FARMINGTON SQUARE, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: Richard A. Haws  
Its: Manager

STATE OF UTAH            )  
                                      :ss.  
COUNTY OF DAVIS        )

On this \_\_\_\_\_ day of January, 2016, personally appeared before me Richard A. Haws, as Manager of FARMINGTON SQUARE, LLC, a Utah limited liability company, and acknowledged to me that said limited liability company executed the same

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

[Legal Description of the Property]

**All of Parcels A, F and B, PARK LANE COMMONS, according to the Official Plat thereof, recorded in the Office of the County Recorder of DAVIS County, State of Utah.**

**All of Parcels E & H, PARK LANE COMMONS PARCELS E AMENDED AND H, according to the Official Plat thereof, recorded in the Office of the County Recorder of DAVIS County, State of Utah.**

**PARCEL I - Beginning in the North line of Burke Lane at the Southwest corner of Lot 1, Block 34, Big Creek Plat, Davis County Survey, and running thence North 40 Rods, thence East 35.5 Rods, M/L, to the W'LY line of a Railroad Right of Way; thence SE'LY 834 ft., M/L, ALG SD Railroad, thence South 9 Rods to the N line of SD lane; thence West 82 Rods; M/L, to the POB. Containing 16.19 acres.**

# Exhibit D

# PARK LANE COMMONS

Signage System For .... Park Lane Commons

Presented By

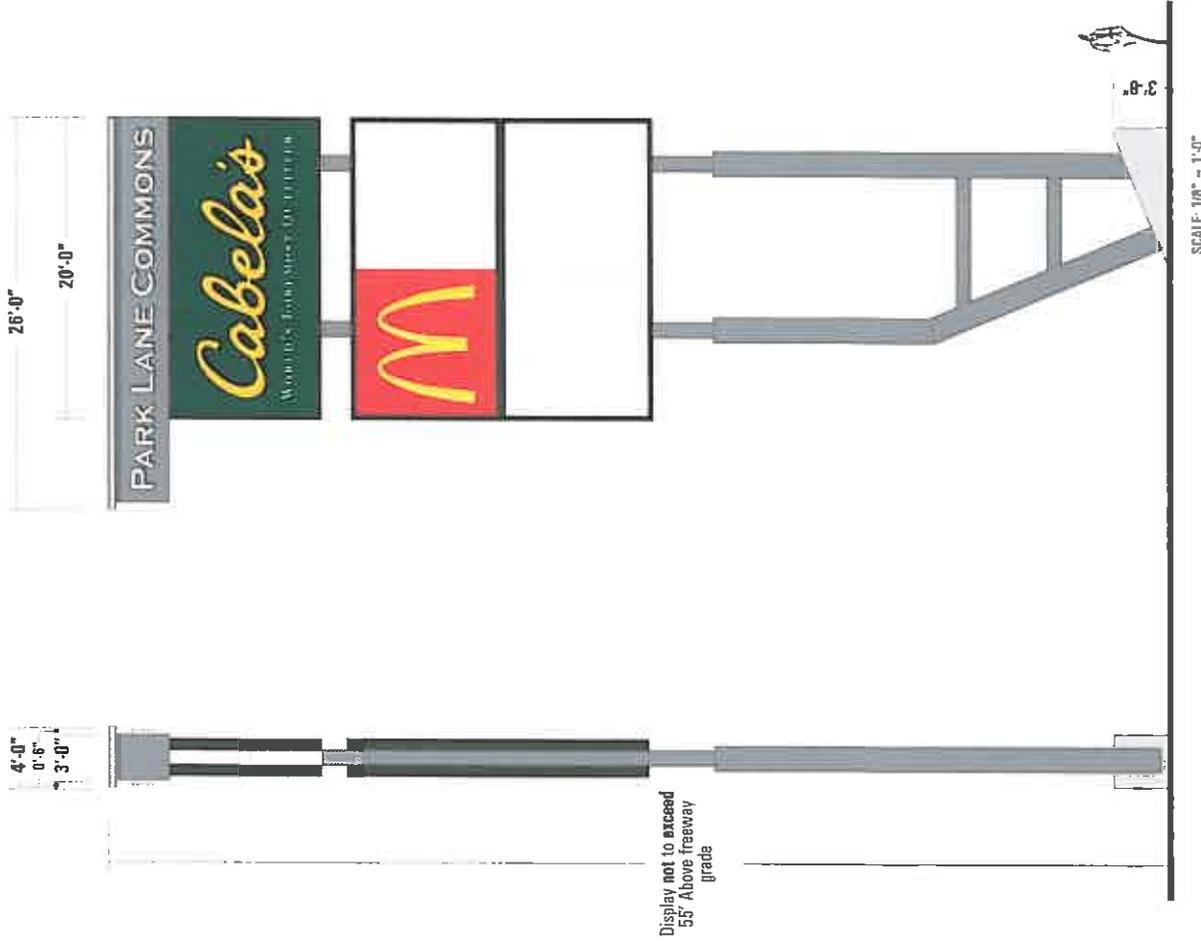


**Salt Lake Region**

Salt Lake Office  
1605 South Gamercy Road  
Salt Lake City, UT 84104  
801-487-8481

# Option One

Scope of work:  
 Remove existing sign.  
 Cut off and cap at grade.  
 Relocate to new location,  
 new footing req'd.  
 ( See Engineering )



**YESCO.**  
**DESIGN**  
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 Salt Lake City, UT 84143  
 (801) 487-8487

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## Revisions

## Approval

Checked: \_\_\_\_\_

Verified Sign: \_\_\_\_\_

**Project Info.**  
**FARMINGTON, UT.**

Client: \_\_\_\_\_  
 Designer: \_\_\_\_\_  
 Date: 12-18-2014

**PARK LANE COMMONS**  
**51536R12**

**ART 1.0**

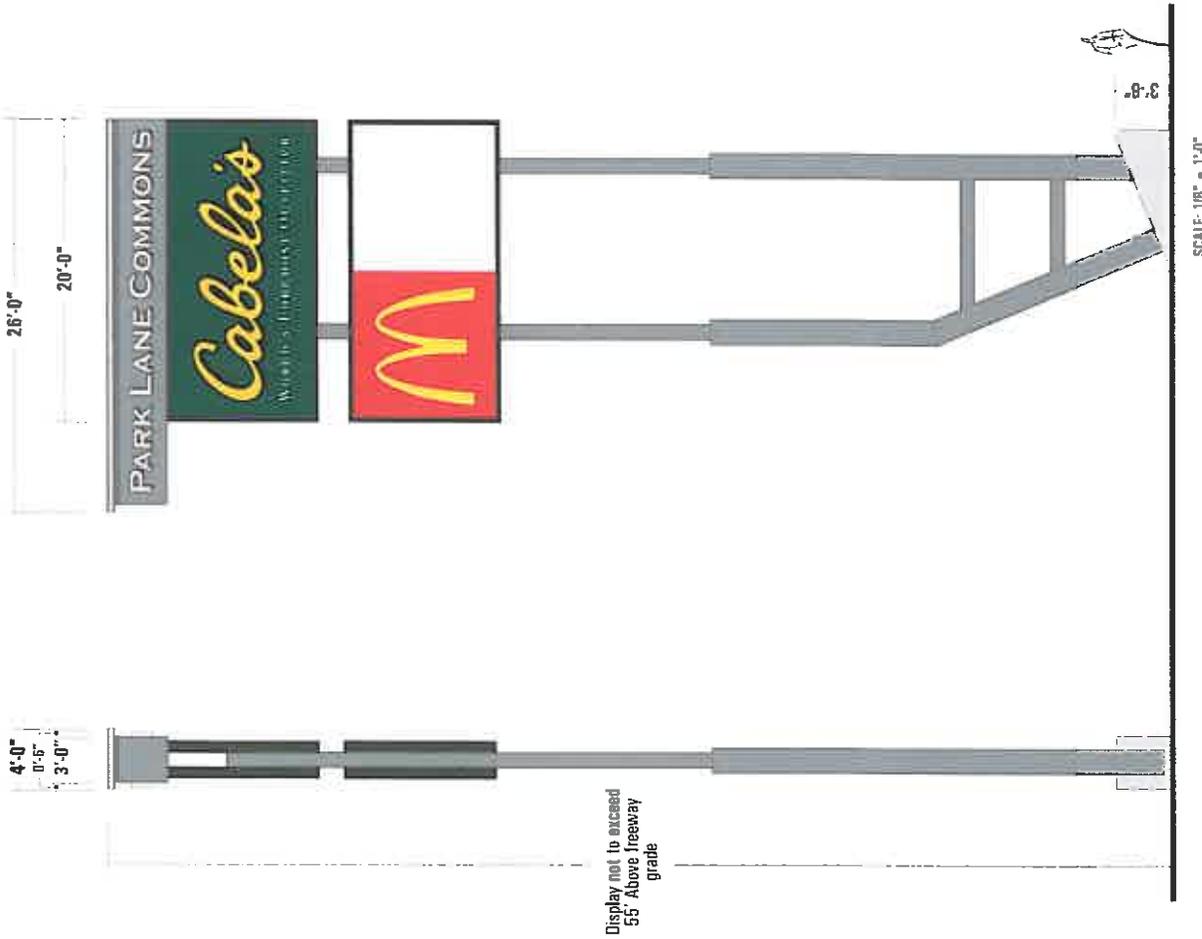
Scale: 1/8" = 1'-0"





# Option Two

Scope of work:  
 Remove existing sign.  
 Cut off and cap at grade.  
 Relocate to new location,  
 new footing req'd.  
 ( See Engineering )



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 Salt Lake City, UT 84104  
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**Revisions**

No.	Description

**Approval**

\_\_\_\_\_  
 Date: \_\_\_\_\_

**Project Info.**  
 FARMINGTON, UT.  
 Date: 12-16-2014

**PARK LANE COMMONS**  
**51536R12**  
**ART 4.0**

# NORTH BOUND I-15



1405 South Gramercy Rd.  
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### Revisions

No.	Description	Date

### Approval

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

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

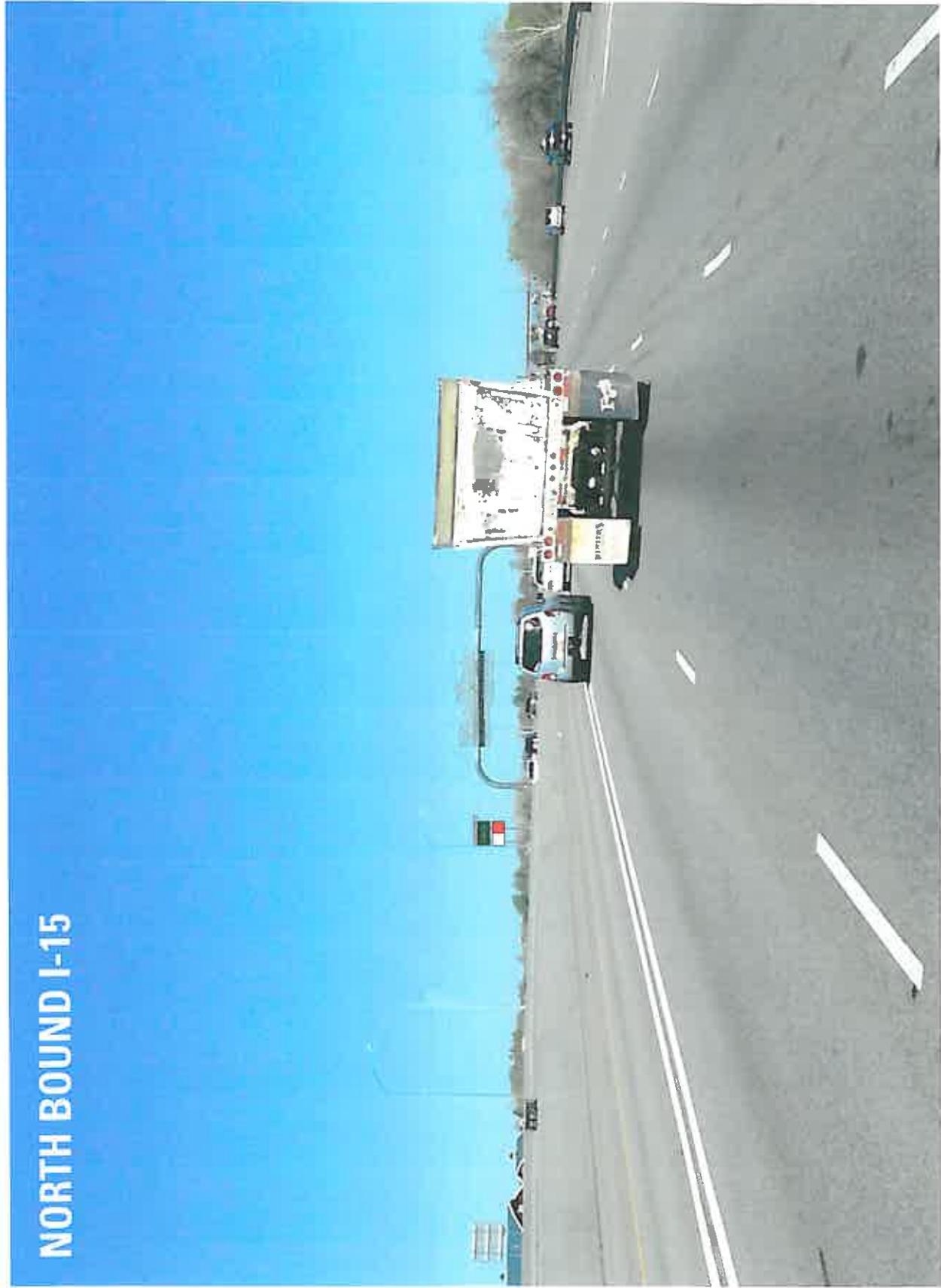
Project Info.  
FARMINGTON, UT.

Asst. Eng. JEFF PANTZ  
Design: CHERYL RUSSELL  
Date: 12-18-2014

PARK LANE COMMONS  
51536R12

Scale: As Shown

# ART 5.0







1805 South Greenway Rd.  
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**Revisions**

No.	Date	Description

**Approval**

Checked By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Approved By: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Project Info.**  
FARMINGTON, UT.

Job No. #11-01012  
Client CHRISTIAN P. LARRY

Date: 12-18-2014

**PARK LANE COMMONS**  
**51536R12**

Scale: AS SHOWN

**ART 7.0**



### **11-18-113 Common Area Management Plan**

Controls requiring the maintenance of open space, landscaping and common areas shall be adopted via a CAMP to achieve the purposes of the TOD Mixed-Use Districts and the City's General Plan.

The CAMP will be prepared by the developer and approved by the city. All development within the TOD Mixed-Use Districts shall conform to the adopted CAMP provisions.



### **11-18-114 Alternative Approval Process; Development Agreements**

(a) **Alternative Development Agreement Approval Process.** Projects within the TOD mixed-use districts involving the development of at least 25 acres of land may elect the alternative approval process described in this Section, 11-18-114, resulting in the approval, execution and recordation of a development agreement. An approved development agreement shall govern the specific uses, densities and intensities of use proposed for the project area and the specific Development Standards to be applied in the development of any necessary public infrastructure and the private improvements to be located on the project site. A development agreement must be consistent with the provisions of Sections 11-18-103 (Definitions), 11-18-105 (Uses), and the provisions of 11-18-108 (Project Master Plan), to the extent not inconsistent with this Section 11-18-114, but may supersede and be inconsistent with the provisions of Sections 11-18-112 (Master Development Guidelines), and 11-18-113 (CAMP) and with the provisions of Section 11-18-106 (Building Form & Site Envelope Standards), where the City Council determines an alternative Development Standard proposed by the project developer is appropriate for the development of the project and the Council finds there is appropriate consideration, in the form of monetary, tangible or intangible consideration of benefit to City or the public from the proposed development and/or other appropriate reasons that justify the determination of the City to alter generally applicable standards. The Development Standards of an approved development agreement shall also govern over any conflicting Development Standards contained in any other provisions of Farmington City ordinances including, without limitation, provisions relating to site development standards in Chapter 7 of the Zoning Ordinance, off-street parking in Chapter 32 of the Zoning Ordinance, supplementary and qualifying regulations in Chapter 28 of the Zoning Ordinance, and signage standards in Title 15 of the Farmington City Code.

(b) The processes for approval of a development agreement and subsequent approvals for a project covered by a development agreement shall be governed by the provisions of this Section 11-18-114 and any supplemental procedural provisions agreed by the parties in an approved development agreement.

(c) **Application for Development Agreement.** Simultaneously with the application for a PMP, an applicant for a PMP involving at least 25 acres may apply for approval of a development agreement. In addition to the application requirements for a PMP, the applicant shall provide in narrative form a proposed development agreement including a specific description of the proposed uses and intensities of use proposed for

the project area and a statement of the specific Development Standards proposed by the applicant to be applied in the development of any necessary public infrastructure and the private improvements to be located on the project site. The proposed uses, densities and intensities of use shall be consistent with the requirements and purpose of the TOD mixed-use districts, but the other proposed Development Standards may vary from those Development Standards set forth elsewhere in Chapter 18, the Zoning Ordinance or the Farmington City Code. However, nothing herein shall be construed to allow any deviation from Uniform Construction Codes or Standards as set forth in the Farmington City Code. Any application information required by this paragraph may be waived by the Zoning Administrator on the basis that the information is not necessary to review the proposed PMP and development agreement.

(d) Consideration and Approval of a Development Agreement. The development agreement shall be considered at the same time as the PMP and following the same approval and appeal processes described in Section 11-18-108(d)(4), (5) and (11). The criteria for review of a PMP and development agreement application by the Planning Commission and City Council shall consist of the following criteria in lieu of the criteria set forth in Section 11-18-108(i):

- (1) Consistency with the Farmington City General Plan;
- (2) Compliance with applicable city codes, rules, regulations and standards applicable to the proposed PMP, except that Development Standards specifically included in the development agreement may be different from Development Standards contained in the Farmington City Ordinances;
- (3) Consistency with any Development Standards determined by the City to be applicable to all development within the TOD mixed-use districts ;
- (4) Establishment of a mix of uses in locations that will promote and encourage the goals of the TOD mixed-use districts and be consistent with the objectives of Section 11-18-105 (Uses); and
- (5) Establishment of circulation and transportation features sufficient to meet the requirements of Section 11-18-104 (Regulating Plan), to coordinate with anticipated offsite circulation and transportation features and to further any applicable community-wide transportation objectives.

(e) Final Development Agreement. The final development agreement shall incorporate the terms of the approved PMP, and shall contain Development Standards for the development of the project site and any public infrastructure required to be improved, the duration of the agreement and the rights granted pursuant thereto and such conditions of approval as may be imposed by the City Council and agreed to by the applicant. In

addition to addressing uses, densities and intensities of use and Development Standards governing to project, the final development agreement shall include a common area management plan, and processes for future approvals and amendments to the terms of an approved development agreement consistent with the provisions of Section 11-18-114(f) below. The common area management plan, Development Standards and architectural review provisions in the development agreement shall be applicable to the project site only and not to the balance of the land within a TOD mixed-use district, but the foregoing shall not limit the discretion of the City to require other developers to implement Development Standards adopted in the development agreement through the Master Development Guideline provisions of Section 11-18-112 (MDG). The final development agreement may contain such other agreements between the City and the applicant as may be agreed by such parties and necessary for the development and financing of the project, including without limitation, agreements regarding the phasing of development, the vesting of development rights and approvals, the terms and conditions for the extension of public infrastructure, the extension by developer of infrastructure, and any payment or repayment obligations associated therewith, the donation of any land or any other agreement reflecting an agreement between developer and the City, not covered within the description of the approved PMP.

(f) Controlling Provisions. The terms of a development agreement shall be binding on the City and all successors in the ownership and occupancy of any portion of the project site covered by the development agreement. The provisions of the development agreement shall control over any inconsistent provision in the Zoning Ordinance. Upon approval and recordation of a development agreement, the property covered by the development agreement shall be deemed to be established as a separate district for purposes of establishing and enforcing the development regulations contained in the development agreement.

(g) Approval Processes after the Approval of a Development Agreement.

- (1) Site Plan Review. Notwithstanding any inconsistent provision of the Zoning Ordinance, a final development agreement may contain such site plan review processes as may be agreed between developer and the City, including such application requirements and review processes.
- (2) Amendment. Notwithstanding any inconsistent provision of the Zoning Ordinance, a development agreement and a PMP for a project covered by a development agreement may be amended on such terms and following such processes as is provided in the final development agreement. A PMP shall be deemed amended by any changes to the PMP approved at the time of final site plan review. No amendment of a PMP or a development agreement shall be

required to reflect normal adjustments to the locations of improvements that occur as a result of the development of more specific plats, plans and specifications.

(h) Existing Development Agreements

- (1) Notwithstanding any inconsistent provision of Section 11-18-114 relating to the approval of development agreements or any other provision of Chapter 18 of the Zoning Ordinance, the development of the Station Park area shall be governed by the terms of that certain Development Agreement for Station Park dated January 27, 2007 between Farmington City and Station Park CenterCal LLC (the "Station Park Development Agreement"), which Station Park Development Agreement was adopted by the City pursuant to the provisions of Title 11, Chapter 18 of the Zoning Ordinance in existence on January 27, 2007. The Station Park Development Agreement contains all applicable development standards and approval processes for the Station Park development and further describes the extent to which other Farmington City ordinances apply to the Station Park area. The development standards and processes in the Station Park Development Agreement remain effective even though such provisions may be materially different from the current provisions of Chapter 18. The current provisions of Chapter 18 may apply to the Station Park area only after termination of the Station Park Development Agreement and then only to the extent not inconsistent with any continuing rights granted by the Station Park Development Agreement.

Amended 11-18-105, 11-18-106(2), 11-18-107(2)(d)vi, 11-18-108(d)4.(m) October 4, 2011  
Amended 11-18-106(2), 10/01/2013, Ord 2013-23  
Amended 11-18-105, 03/04/2014, Ord 2014-07  
Amended 11-18-105, 06/03/2014, Ord 2014-18  
Amended 11-18-104, 06/03/2014, Ord 2014-19  
Amended 11-18-104, 09/02/2014 Ord. 2014-29  
Amended 11-18-104, 02/17/2015 Ord. 2015-04  
Amended 11-18-104(3), (4), 11-18-110(b)(c) and 11-18-107(2)(c)ii.17, 02/17/2015, Ord. 2015-05

CITY COUNCIL AGENDA

For Council Meeting:  
February 2, 2016

**S U B J E C T: AAA Construction to Construct the 350 East Storm Drain Project**

**ACTION TO BE CONSIDERED:**

Approve the contract and bid from AAA Construction for the construction of the 350 East Storm Drain Project in the amount of \$116,697.80 to be paid from the storm drain utility fund.

**GENERAL INFORMATION:**

See attached staff report prepared by Chad Boshell.

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

# FARMINGTON CITY



## City Council Staff Report

H. JAMES TALBOT  
MAYOR

DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: February 2, 2016

SUBJECT: **CONSIDER APPROVAL OF AAA CONSTRUCTION TO CONSTRUCT THE 350 EAST STROM DRAIN PROJECT**

### RECOMMENDATION

Approve the contract and bid from AAA Construction for the construction of the 350 East Strom Drain Project in the amount of \$116,697.80 to be paid from the storm drain utility fund.

### BACKGROUND

The City received 11 bids for the 350 East Storm Drain Project ranging from \$116,697 to \$228,344. The project will abandon the storm drain that runs through multiple side and rear yards on 350 East and will construct a new storm drain in 350 East to an existing storm drain in 200 South. City staff recommends awarding AAA Construction the project. Attached is the contract between the City and the Contractor to do the work.

### SUPPLEMENTAL INFORMATION

1. Bid Summary
2. Contract (2 Copies)

Respectively Submitted

Chad Boshell  
City Engineer

Reviewed and Concur

Dave Millheim  
City Manager

### 350 East Storm Drain Project Bid Summary

January 20, 2015

Company	Bid Amount
AAA Excavation Inc.	\$116,697
Beck Construction and Excavation	\$143,500
Bowen Construction	\$140,975
Condie Construction	\$185,190
Counter Point	\$225,321
England Construction	\$228,344
Fusion Pipeline	\$181,356
Great Basin	\$150,827
MC Green and Sons Inc	\$183,417
Ormond Construction	\$148,832
Wolf Excavating	\$223,817

**SECTION 00520****STANDARD FORM OF AGREEMENT**

THIS AGREEMENT is by and between Farmington City ("Owner") and \_\_\_\_\_ ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

2015 Storm Drain Line Improvement Project

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Install new waterline, water laterals, asphalt patching, and curb and gutter.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Farmington City (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES****4.01 *Time of the Essence***

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**4.02 *Dates for Substantial Completion and Final Payment***

A. All work on Storm Drain Lines must be completed by April 29, 2016.

**4.02 *Liquidated Damages***

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or

arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$ 200.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

#### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage); and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

### ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed by the State.

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
  - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and

documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (Pages 1 through 7, inclusive)
  - 2. Performance bond (Pages 1 through 3, inclusive)
  - 3. Payment bond (Pages 1 through 3, inclusive)
  - 4. General Conditions (Pages 1 through 62, inclusive)
  - 5. Supplementary Conditions (Pages 1 through 15, inclusive)
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings consisting of 1 sheet with each sheet bearing the following general title: "2015 Storm Drain Line Improvement Project"
  - 8. Addendum \_\_\_\_\_.
  - 9. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed
  - b. Work Change Directives
  - c. Change Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

Farmington City

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Farmington City

\_\_\_\_\_

PO Box 160

\_\_\_\_\_

Farmington, Utah 84025

\_\_\_\_\_

License No.: \_\_\_\_\_

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

\_\_\_\_\_

**END OF SECTION**

CITY COUNCIL AGENDA

For Council Meeting:  
February 2, 2016

**S U B J E C T: Minute Motion Approving Summary Action List**

1. Resolution in Support of Students Against Electronic Vaping (SAEV) Coalition and Legislation to Tax and Regulate Electronic Cigarettes
2. Appointment of City Council Members to Various Committees
3. Kestrel Bay Townhomes Subdivision Improvements Agreement
4. Asset Management Policy
5. Approval of Minutes from January 5, 2016

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



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

BRETT ANDERSON  
DOUG ANDERSON  
JOHN BALTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Mayor and City Council

From: Holly Gadd

Date: January 22, 2016

**SUBJECT: RESOLUTION IN SUPPORT OF STUDENTS AGAINST ELECTRONIC VAPING (SAEV) COALITION AND LEGISLATION TO TAX AND REGULATE ELECTRONIC CIGARETTES**

### RECOMMENDATION

Approve the attached Resolution supporting legislation to tax and regulate electronic cigarettes.

### BACKGROUND

The Students Against Electronic Vaping (SAEV) Coalition attended the last City Council meeting requesting support for legislation to tax and regulate electronic cigarettes. The City Council recommended bringing a resolution back for approval.

Some important facts to know regarding E-Cigarettes:

1. Use of e-cigarettes in Utah by students age 13 to 18 is increasing exponentially.
2. Most e-cigarettes contain nicotine, a highly addictive substance that poses great danger to adolescent youth.
3. The e-cigarette industry targets youth with their products.
4. E-cigarettes are easy for youth to obtain
5. Placing a tax on e-cigarettes will significantly increase their price and make them less affordable for youth.
6. Amending state law to prohibit internet sales of e-cigarettes will eliminate an easy means by which youth acquire them.
7. Amending state law to extend tobacco advertising restrictions to e-cigarettes will eliminate many of the advertising means by which the e-cigarette industry draws youth favor to their products.

Respectfully Submitted

Holly Gadd  
City Recorder

Review & Concur

Dave Millheim  
City Manager

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION IN SUPPORT OF STUDENTS AGAINST ELECTRONIC VAPING (SAEV) COALITION AND LEGISLATION TO TAX AND REGULATE ELECTRONIC CIGARETTES**

**WHEREAS**, Electronic Nicotine Delivery Systems (ENDS), also known as Electronic Cigarettes (E-Cigarettes), vapes, or vape pens, typically contain nicotine, a highly addictive substance; and

**WHEREAS**, nicotine has immediate bio-chemical effects on the brain and body, is toxic in concentrated doses, and has been known to affect the youth brain disproportionately; and,

**WHEREAS**, the FDA has found that the inhaled and second-hand vapor created by ENDS contain a number of chemical compounds which are suspected of being harmful to humans; and

**WHEREAS**, from 2013 to 2015, the percentage of 8<sup>th</sup> to 12<sup>th</sup> graders in Utah using ENDS has nearly doubled; with 10.2% of surveyed students (22,000) reporting being regular users of these products; and,

**WHEREAS**, youth are actively targeted to acquire and use ENDS through flavoring and colors in ENDS liquids and advertising with celebrities and music that are appealing to youth; and,

**WHEREAS**, there are currently no federal or state regulations that prevent advertising of ENDS to minors; and,

**WHEREAS**, in Utah ENDS liquids containing nicotine are not taxed as a tobacco product, even though the nicotine contained in ENDS liquids is derived from tobacco; and,

**WHEREAS**, ENDS liquids are inexpensive and affordable for youth; and,

**WHEREAS**, the sale via the internet of ENDS liquids containing nicotine to non-licensed persons is not prohibited in Utah as is the sale of all other tobacco products; and,

**WHEREAS**, studies indicate that absent statutes prohibiting the sales of ENDS liquids containing nicotine on the internet, online vendors regularly sell those liquids to teens age 14 to 17; and,

**WHEREAS**, research indicates that in Utah the internet is a highly popular means through which youth acquire ENDS liquid; and

**WHEREAS**, State statute will protect youth from the use of and exposure to Electronic Nicotine Delivery Systems (Electronic Cigarettes) if it provides the following stipulations:

a) advertising restrictions that limit the means by which ENDS mechanisms and liquids can be advertised;

b) taxation of ENDS liquids containing nicotine at the same level as the tax on other tobacco products, which will increase their price and deter youth from purchasing those liquids; and

c) prohibition of the internet sale of ENDS liquid containing nicotine to unlicensed persons, which will deter the sale of those liquids to youth by internet vendors;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, AS FOLLOWS:**

That the undersigned persons and organizations will support legislation during the CY2016 legislative session that will include the aforementioned stipulations to protect youth and we urge state legislators to do the same with their vote in favor of such legislation.

**Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 2ND DAY OF FEBRUARY, 2016.**

**FARMINGTON CITY**

ATTEST:

\_\_\_\_\_  
Holly Gadd, City Recorder

By: \_\_\_\_\_  
H. James Talbot, Mayor

## STUDENT GOVERNMENT LEADERS URGE SUPPORT OF STATE LEGISLATION THAT WILL TAX AND PLACE RESTRICTIONS ON ELECTRONIC CIGARETTES

*Placing a tax on e-cigarettes, prohibiting internet sales, and restricting the means by which e-cigarettes are advertised will increase their price, impede the means by which they are acquired by youth, reduce their popularity and curtail youth use of e-cigarettes.*

PROBLEMS

- **Use of e-cigarettes in Utah by students age 13 to 18 is increasing exponentially.**
  - ✓ Between 2013 and 2015, the percentage of students in Utah grade 8 through 12 using e-cigarettes has doubled; with 10.5% (22,000) of students currently reported as being regular users of these products.<sup>1,2</sup>
  - ✓ 8.4% (2,213) of students grade 8 - 12 in Davis County are reported as regular users of e-cigarettes.<sup>1,2</sup>
  - ✓ 15.0% (2,495) of students grade 8 - 12 in Weber County are reported as regular users of e-cigarettes.<sup>1,2</sup>
- **Most e-cigarettes contain nicotine, a highly addictive substance that poses great danger to adolescent youth.**
  - ✓ One e-cigarette can contain as much as 120 mg of nicotine which is equal to the amount of nicotine in 100 cigarettes.
  - ✓ Research suggests that children and teens may be especially sensitive to nicotine, making it easier for them to become addicted. Nicotine's addictive nature includes psychoactive effects, drug-reinforced behavior, compulsive use, relapse after abstinence, physical dependence and tolerance.<sup>3</sup>
  - ✓ A recent study showed that students who have used e-cigarettes by the time they start 9th grade are more likely than others to start smoking traditional cigarettes and using other smokeless tobacco products within the next year.<sup>4</sup>
- **The e-cigarette industry targets youth with their products.**
  - ✓ E-cigarette liquid comes in more than 7,700 flavors, many of which are fruit and candy flavors (such as cherry, chocolate, bubble gum, and gummy bear) and are advertised with celebrities and music that appeal to youth.<sup>5</sup>
- **E-cigarettes are easy for youth to obtain.**
  - ✓ E-cigarettes are relatively inexpensive and youth typically acquire them through straw purchases (providing the money to others to buy them), direct purchase from e-cigarette retailers, or via the internet.<sup>1</sup>
- **Placing a tax on e-cigarettes will significantly increase their price and make them less affordable for youth.**
  - ✓ Research indicates a 6.5% decrease in youth use of e-cigarettes for every 10% increase in price for the e-cigarette.<sup>6</sup>
  - ✓ Assessing the same tax rate on e-cigarettes as the Utah tax on tobacco products other than cigarettes (86% of wholesale value)<sup>7</sup> would reduce youth usage of e-cigarettes by more than 50% (11,000) youth statewide.
- **Amending state law to prohibit internet sales of e-cigarettes will eliminate an easy means by which youth acquire them.**

SOLUTIONS

- ✓ No federal laws currently exist to regulate e-cigarette sales to minors.<sup>8</sup>
- ✓ Utah law does not include e-cigarettes in state code that prohibits mail order or internet sales of cigarettes and smokeless tobacco products.<sup>9</sup>
- ✓ Minors are easily able to purchase e-cigarettes from the internet in states allowing such sales. A recent study found that only five out of 98 attempts by teens age 14 to 17 to buy e-cigarettes online were blocked by online vendors' attempts to verify customer age.<sup>10</sup>
- **Amending state law to extend tobacco products advertising restrictions to e-cigarettes will eliminate many of the advertising means by which the e-cigarette industry draws youth favor to their products.**
  - ✓ E-cigarettes are currently unrestricted from all forms of advertising including television and magazine advertising.
  - ✓ No federal laws currently exist to regulate advertising of e-cigarettes.
  - ✓ Utah code restricting billboards, placards, lighted signs or similar forms of advertising for cigarettes or tobacco products does not currently extend those restrictions to e-cigarettes.<sup>11</sup>



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

BRETT ANDERSON  
DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Holly Gadd, City Recorder

Date: January 22, 2016

Subject: **APPOINTMENT OF CITY COUNCIL MEMBERS TO VARIOUS COMMITTEES**

### RECOMMENDATION

By minute motion, approve the attached Resolution for the appointment of City Council members to various Council Committees, assignments and providing for the appointment of certain individuals to represent Farmington City on various boards, councils and commissions.

### BACKGROUND

Pursuant to Title 2 Chapter 3 of the Farmington City Municipal Code, the Mayor has the right to appoint persons to fill offices on various commissions, committees and entities, with advice and consent of the City Council. Members of the City Council have already been willingly serving on the various committees. However, with the recent changes to our City Council some adjustments to the committees needed to be made.

Respectfully Submitted

Holly Gadd  
City Recorder

Review & Concur

Dave Millheim  
City Manager

FARMINGTON, UTAH

RESOLUTION NO. 2016-\_\_\_\_

**A RESOLUTION PROVIDING FOR THE APPOINTMENT OF CITY COUNCIL MEMBERS TO AND DELEGATING AUTHORITY TO VARIOUS COUNCIL COMMITTEES, ASSIGNMENTS AND PROVIDING FOR THE APPOINTMENT OF CERTAIN INDIVIDUALS TO REPRESENT FARMINGTON CITY ON VARIOUS BOARDS, COUNCILS AND COMMISSIONS**

**WHEREAS**, pursuant to Section 2-1-170 of the Farmington City Municipal Code, the City Council may from time to time delegate portions of its authority to Council Committees and/or assignments and appoint at least two members of the City Council to serve on such Committees; and

**WHEREAS**, pursuant to the provisions of Chapter 3 of Title 2 of the Farmington City Municipal Code, the Mayor has the right to appoint, with advice and consent of the City Council, persons to fill offices on various commissions, committees and entities; and

**WHEREAS**, the Mayor desires to make appointments as herein set forth and the City Council desires to consent to such appointments and to take such additional actions as are set forth herein;

**NOW, THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, AS FOLLOWS:

**Section 1. Delegation to Council Committees.** The City Council hereby establishes the following Council Committees and City Council assignments and delegates authority to such Committees and liaisons as provided herein:

**(a) Personnel/Problems Resolution Committee.**

(1) Serves as Board of Appeals on personnel matters/grievances beyond City Manager level.

(2) Serves as permanent member of Employee Transfer and Discharge Appeals Board.

(3) Reviews and recommends proposed amendments to Personnel Policies and Procedures.

(4) Reviews and recommends proposed compensation-related matters for employees and appointed and elected officials.

- (4) Reviews and recommends proposed changes in performance appraisal system.
- (5) Reviews and recommends proposed staffing changes and needs.
- (6) Upon assignment, hears citizen complaints that are not planning, zoning and building inspection related.
- (7) Makes recommendations for solutions after receiving input from staff.
- (8) Evaluates various studies and proposals as assigned by the City Council and Mayor and makes recommendation to the City Council.

**(b) City Council Special Events Liaisons**

- (1) Serves as liaison between Parks & Recreation Director and City Council in recommending, organizing, promoting and sponsoring City-wide special events.
- (2) Works with Parks & Recreation Director in recommending the number and type of special events held annually based on input from the City's Parks & Recreation Master Plan, staff and citizen input.
- (3) Works with Parks & Recreation Director in submitting names of candidates for chair person over each special event held annually.
- (4) Works with Parks & Recreation Director in developing and recommending policy changes pertaining to promoting and holding of special events.

**(c) Development Review/Economic Development Committee.**

- (1) Reviews initial development proposals and negotiates with developers when assigned by the City Council considering input and advice from City staff.
- (2) Reviews staff recommendations for changes to development codes and processes for further consideration by the full City Council.
- (3) Review staff recommendations and/or development proposals which will foster economic development goals of the City consistent with the City's Land Use Plan and will make recommendations to the City Council accordingly.

**(d) Historic Preservation Liaisons**

- (1) Serves as liaisons between the Historic Preservation Commission and the City Council.
- (2) Attends meetings upon request and submits policy matters for consideration back to the City Council.

(3) Liaisons do not have voting power.

**(e) Youth City Council Director**

(1) Serves as Director of the Youth City Council.

(2) Recommends and works with appointed advisors in operating Youth City Council programs and activities.

(3) Recommends policy considerations to the City Council.

**(f) Trails Committee Liaisons**

(1) Serves as liaisons between Trails Committee and the City Council;

(2) Attends Trails Committee meetings and submits policy matters related to trails back to the City Council for consideration.

(3) Meets quarterly with Trails Committee officers and City staff.

(4) Liaisons do not have voting power.

**Section 2. Appointments to Council Committees and Assignments.** The following appointments are hereby made by the Mayor to the Council Committees and assignments and are hereby consented to and approved by the City Council:

(a) Personnel/Problems Resolution Committee: **Mayor Talbot and John Bilton**

(b) Special Events Liaisons: **Mayor Talbot and Cory Ritz**

(c) Development Review Committee/Economic Development: **Brett Anderson and Brigham Mellor**

(d) Historic Preservation Liaisons: **John Bilton**

(e) Youth City Council Director: **Doug Anderson**

(f) Trails Committee Liaisons: **Brett Anderson**

**Section 3. Appointments by the Mayor and Consent of City Council.** The Mayor hereby appoints and the City Council hereby consents to the following:

**Doug Anderson** as Farmington City representative to the Davis Chamber of Commerce.

**Mayor Talbot, Brigham Mellor and Dave Millheim** as Farmington City representatives to the Utah League of Cities & Towns.

**Section 4. City Appointments to Special District Board.** It is hereby confirmed and ratified that the following-named individual has been appointed as a member of the following special district board with term as indicated:

**Cory Ritz**, Davis County Mosquito Abatement Board, January 2016 through December 2016.

**Mayor Talbot**, Wasatch Integrated Waste Board, January 2016 through December 2018.

**Section 5. Mayor Pro Tempore.** In accordance with Section 10-3b-302(2) of the *Utah Code Annotated*, Council Member **John Bilton** has been elected by the City Council to serve as *Mayor Pro Tempore* for the period commencing January 1, 2016 through December 31, 2016.

**Section 6. Right to Modify Appointments.** The City of Farmington, acting by and through its duly-authorized Mayor and City Council, may change and/or terminate any appointment from time to time as deemed in the best interests of the City.

**Section 7. Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

**Section 8. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 2ND DAY OF FEBRUARY, 2016.**

**FARMINGTON CITY**

ATTEST:

\_\_\_\_\_  
Holly Gadd  
City Recorder

By: \_\_\_\_\_  
H. James Talbot  
Mayor



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: February 2, 2016

**SUBJECT: KESTREL BAY TOWNHOMES SUBDIVISION IMPROVEMENTS AGREEMENT**  
Letter of Credit No. 439

### RECOMMENDATION

Approve the Farmington City Improvements Agreement (Letter of Credit Form) for a letter of credit between Kestrel Bay LLC and Banner Bank Fork for the Kestrel Bay Townhomes Subdivision.

### BACKGROUND

The bond estimate for Kestrel Bay Townhomes Subdivision is \$46,629.00 which includes a 10% warranty bond. Kestrel Bay LLC has submitted an Standby Letter of Credit Agreement with American West Bank to administer an account for this project in the same amount. Prior to receiving approval of the Improvement Agreement, American West Bank was acquired by Banner Bank, and the LOC was amended so make Banner Bank the administrator. At that time, it was determined that the expiration date needed to be extended to two years, so a second Amendment was made to make it a two year expiration. The Agreement is now ready to approve.

Once all improvements are installed and inspected, all the Letter of Credit except the warranty amount will be released. After a warranty period of 1 year, the warranty amount will be released once all items are accepted as satisfactory by the City.

Respectfully submitted,

Ken Klinker  
Planning Department

Review and Concur,

Dave Millheim  
City Manager

**FARMINGTON CITY  
IMPROVEMENTS AGREEMENT  
(LETTER OF CREDIT FORM)**

**THIS AGREEMENT** is made by and between KESTREL BAY LLC (hereinafter "Developer"), whose address is 323 East Pages Lane, P.O. Box 805, Centerville, Utah 84014, and Farmington City, a municipal corporation of the State of Utah (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

**WHEREAS**, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said development to be known as KESTREL BAY TOWNHOMES, located at approximately 145 West 620 South in Farmington City, and

**WHEREAS**, the City will not approve the subdivision or issue a permit unless Developer promised to install and warrant certain improvements as herein provided and security is provided for that promise as set forth herein.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which is attached hereto as Exhibit "B", (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements:

2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.

3. **Letter of Credit.** Developer hereby delivers to the City an irrevocable, standby letter of credit in the total amount of \$46,629.00, which is attached hereto as Exhibit "A" (the "Credit"). The City may draw upon the Credit to its order as provided in Paragraph 4. The Developer hereby stipulates that the funds of the Credit are not subject to any adverse claim, resulting trust, lien, or set-off. **The time period specified in the Credit shall exceed the time period specified in Paragraph 1 above by at least twelve months.**

4. **Drafts by City.** The City may draw upon the Credit only if, (1) the Improvements are not completed as required by this Agreement within the time period specified in Paragraph 1 above, or if (2) the Improvements are not installed strictly in accordance with Paragraph 1 above, or maintained during the warranty period provided in Paragraph 24 of this agreement and written notice of the deficiency has been given to the Developer, who has failed to remedy the deficiency within 10 days after the notice is sent. In either of these events, the City may draw under the Credit both (1) those amounts necessary to either complete the Improvements as required herein or alter or repair the Improvements to conform to the requirements hereof, and (2) an additional 15% of all other amounts withdrawn to compensate the City for any administrative, engineering, legal procurement, or other services incident to completion of the improvements. The City may draw upon the Credit by one or more sight drafts signed by the Mayor in the form attached as Exhibit "C", or by other instrument appropriate to the purpose. The parties hereby stipulate that the form of the appended sight draft is in all respects sufficient and without objection for the purpose of drawing upon the Credit.

5. **Release.** Upon final inspection and acceptance of all of the Improvements by the City, the City may authorize release of the Credit except 10% of the estimated cost of the Improvements which shall be retained in the Credit, or provided by other acceptable security, for the performance by the Developer of all warranty and other obligations of this Agreement and may be withdrawn by the City as provided in Paragraph 4 in the event of any default by the Developer. Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of Paragraph 24, the City shall in writing release the balance of the Credit or other security.

6. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that delivery of the Credit as herein provided, and any draft(s) upon the Credit by the City shall not constitute a waiver or estoppel against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in Paragraph 1 above, and the right of the City to draw upon the Credit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, the Developer agrees that if the City draws upon the Credit and performs or causes to be performed the installation required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City pursuant to the Credit shall be paid by the Developer, including administrative, engineering, legal, and procurement fees and costs.

7. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review, and inspection fees, the City shall permit the Developer to connect the Improvements covered under this agreement to the City's systems and shall thereafter utilize and maintain such Improvements to the extent and in the manner now or hereafter provided in the City's regulations.

8. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by ordinances and resolutions of the City shall be paid to the City by the Developer prior to inspection.

9. **Ownership.** Any Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.

10. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Credit until drawings have been provided to the City.

11. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

12. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

13. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

14. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

15. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

16. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each such counterpart shall be deemed an original.

17. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

18. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

19. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

20. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

21. **Other Bonds.** This Agreement and the Credit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over the Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Credit as provided herein.

22. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.

23. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

24. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in workmanship, materials, and/or equipment during the Warranty Period without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this Paragraph. For purposes of this Paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

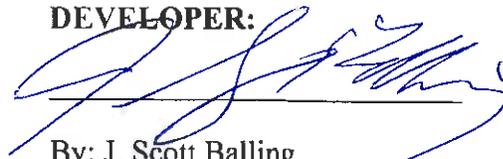
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 18<sup>th</sup> day of June, 2015.

CITY:

FARMINGTON CITY CORPORATION

\_\_\_\_\_  
H. James Talbot, Mayor

DEVELOPER:



By: J. Scott Balling  
Manager, Kestrel Bay LLC

**ATTEST:**

\_\_\_\_\_  
Holly Gadd, City Recorder

**DEVELOPERS ACKNOWLEDGEMENT**

STATE OF UTAH                    )  
  : ss.  
COUNTY OF Davis            )

On this 18 day of June, 2015, personally appeared before J. Scott Balling who being by me duly sworn did say that he is the Manager of Kestrel Bay LLC, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Kelly Rasmussen  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Bt. County, Davis



**CITY ACKNOWLEDGEMENT**

STATE OF UTAH                    )  
  : ss.  
COUNTY OF DAVIS                )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me H. James Talbot and Holly Gadd, who, being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of Farmington City Corporation, and said persons acknowledged to me that said corporation executed the foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Davis County, Utah

(OR AS SUPPLIED BY BANK)

EXHIBIT "B"

SIGHT DRAFT

To Drawee

\_\_\_\_\_, Utah \_\_\_\_\_

Pay To The Order Of FARMINGTON CITY CORPORATION on sight the sum Forty-Six Thousand Six Hundred and Twenty Nine Dollars (\$46,629.00) drawn against Account No. \_\_\_\_\_.

FARMINGTON CITY CORPORATION

By: \_\_\_\_\_  
H. James Talbot, Mayor

SEE  
AMERICAN WEST  
BANK FORMAT

**AMERICAN WEST BANK  
IRREVOCABLE STANDBY LETTER OF CREDIT**

**Letter of Credit No. 439**

**Date of Issuance:** July 2, 2015

**Issuing Bank:** AmericanWest Bank ("Bank")  
Walker Center Branch #91  
175 South Main  
Salt Lake City, Utah 84111

**Credit Amount:** NOT EXCEEDING \$46,629.00 U.S. DOLLARS

**Expiry Date:** June 18, 2016

**Loan No.:** 990015127

**Beneficiary:** Farmington City  
160 South Main  
P.O. Box 160  
Farmington, Utah 84025-0160

**Applicant:** Kestrel Bay LLC  
323 East Pages Lane  
Centerville, Utah 84014

Dear Beneficiary:

At the request and for the account of our customer (the Applicant named above), we hereby issue this non-transferable Irrevocable Standby Letter of Credit No. 439 ("Letter of Credit") in your favor as Beneficiary (referred to herein as "you" or "your") and authorize you, subject to the terms and conditions herein, to draw on us up to the amount of Forty-Six Thousand Six Hundred Twenty Nine and No/100 dollars (\$46,629.00) (the "Credit Amount"), effective immediately. After this Letter of Credit has been issued, it cannot be revoked, amended or reduced without your written acknowledgment and consent.

We hereby undertake to fully and promptly honor your sight draft drawn on us under this Letter of Credit (any such presentation, a "Drawing"), as hereinafter provided, not to exceed the Credit Amount, if presented to us during regular business hours on or before June 18, 2016 (or any extended expiry date if provided for herein) as provided for automatic renewal periods at the Issuing Bank address; AmericanWest Bank, 175 South Main, Salt Lake City, Utah 84111, Attention: Loan Administration – Letters of Credit, or such other office as we may advise you in writing from time to time, as follows:

1. The sight draft must be drawn on AmericanWest Bank in an amount no greater than the Credit Amount and must reference the number and date of this Letter of Credit.
2. The sight draft must be accompanied by the original of this Letter of Credit and the original of any amendments to this Letter of Credit.

Farmington City  
Letter of Credit No. 439  
July 2, 2015

3. The sight draft must be accompanied by a certification, on your letterhead and executed by someone purporting to be your authorized signer, stating:

"Kestrel Bay LLC has not completed or maintained improvements in accordance with its agreement with Centerville City, and the amounts drafted are due and owing to Farmington City or Farmington City has received notice that this Letter of Credit will not be renewed or extended and Kestrel Bay LLC is therefore in default and the amounts drafted are due and owing to Farmington City."

If the requisite documents are presented as set forth herein on or before the Expiry Date (or any extended expiry date if provided for herein), we will promptly honor the draft drawn under and in compliance with the terms of this Letter of Credit upon presentation.

If presentation of a sight draft by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice thereof stating the specific reasons therefor and that we are holding any documents at your disposal. Upon being notified that the proposed presentation was not effected in accordance with this Letter of Credit, you may attempt to correct any such non-conformance. Any correction or resubmission of your sight draft and accompanying documents will be considered a new presentation which must comply in all respects with the requirements hereof.

If the remittance instructions included with a Drawing presented under this Letter of Credit require that payment is to be made by transfer to an account with us or with another bank, we and/or such other bank may rely solely on the routing number and account number specified in such instructions even if the routing number is not correct for the intended bank of receipt or the account is in the name of a person or entity different from the intended payee. In addition, we shall not be liable for the consequences arising out of delay and/or loss in transit of any message(s), letter(s) or document(s), or for delay, mutilation or other error(s) arising in the transmission of any communications.

Upon honoring a Drawing under this Letter of Credit, the Bank's obligations in respect of that Drawing are discharged and we will have no further obligations with respect to the Drawing.

**Special Conditions:**

1. The term of this Letter of Credit shall be through the Expiry Date first set forth above.
2. Partial drawings are permitted, provided that the sum of the amounts that you have drawn shall never exceed the Credit Amount. You agree to deliver the original of this Letter of Credit and any amendments to this Letter of Credit to us for endorsement of any partial draw hereunder. The amount of this Letter of Credit shall be automatically reduced by the amount of any draft(s) presented and honored hereunder, and each partial drawing shall be endorsed on the original Letter of Credit by us prior to the return thereof to you.

All written notifications shall be sent via registered mail or by a recognized courier service.

You shall have no recourse against us for any amount paid under this Letter of Credit once we have honored any draft which strictly complies with this Letter of Credit and which, on its face,

Farmington City  
Letter of Credit No. 439  
July 2, 2015

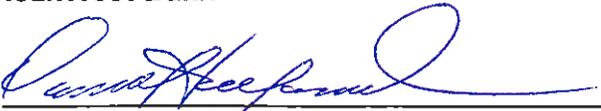
appears otherwise in order but which is signed, issued or presented by a party or under the name of a party purporting to act for you, purporting to claim through you, or posing as you without your authorization. By honoring a Drawing under this Letter of Credit, we shall not be liable to you or any other person for any amount paid or disbursed for any reason whatsoever. By accepting this Letter of Credit, you promise to return to us any funds received by you in excess of the Credit Amount.

We are not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit as written. You understand and acknowledge that the burden of strictly complying with the wording of this Letter of Credit (as it may be amended from time to time) remains solely upon you.

This Letter of Credit, including any amendments hereto, sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended or amplified by reference to any note, document, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any reference shall not be deemed to be incorporated herein by reference. The obligation of Bank under this Letter of Credit is not subject to any condition or qualification except as stated herein, and is the individual obligation of Bank, and is in no way contingent upon reimbursement with respect thereto or upon our ability to perfect any lien, security interest or any other reimbursement.

This Letter of Credit is subject to and governed by International Standby Practices 1998 (ISP 98) and, to the extent not inconsistent with ISP 98, the laws of the State of Utah.

**AmericanWest Bank**

By:   
\_\_\_\_\_  
David T. Halford  
Senior Vice President



**Kestrel Bay Townhomes**  
**Bond Estimate**  
**Revised 5-8-2015**

Item	Quantity	Unit	Unit Cost	Amount	Developer	System
15" RCP Pipe	21	LF	\$ 17	\$ 357		
Standard Inlet Box	1	EA	\$ 1,500	\$ 1,500		
<b>Subtotal</b>				\$ 1,857		
<b>System Cost Credit for Line Upsize</b>				\$ -		
<b>Subtotal after System Deductions</b>				\$ 1,857		
<b>10% Warranty Bond</b>				\$ 186		
<b>Total</b>				\$ 2,043		

Item	Quantity	Unit	Unit Cost	Amount	Developer	System
8" PVC DR-35	43	LF	\$ 20.00	\$ 430		
48" Sewer Manhole	1	EA	\$ 2,200.00	\$ 1,100		
Manhole Collar	1	EA	\$ 250.00	\$ 125		
Connect to Existing	1	EA	\$ 2,000.00	\$ 1,000		
Gravel Bedding	10	CY	\$ 15.00	\$ 75		
<b>Subtotal</b>				\$ 2,730		
<b>System Cost Credit for Line Upsize</b>				\$ -		
<b>Subtotal after System Deductions</b>				\$ 2,730		
<b>10% Warranty Bond</b>				\$ 546		
<b>Total</b>				\$ 3,276		

Item	Quantity	Unit	Unit Cost	Amount	Developer	System
Connect to Existing	1	EA	\$ 1,000.00			
Water Lateral	11	EA	\$ 750.00	\$ 4,125		
8" C900 PVC	31	LF	\$ 25.00			
8" Valve	2	EA	\$ 1,350.00			

Fire Hydrant	1	EA	\$ 3,000.00	
<b>Subtotal</b>			\$	<b>4,125</b>
<b>System Cost Credit for Line Upsize</b>			\$	<b>-</b>
<b>Subtotal after System Deductions</b>			\$	<b>4,125</b>
<b>10% Warranty Bond</b>			\$	<b>1,573</b>
<b>Total</b>			\$	<b>5,698</b>

<b>Road Improvements</b>						
Item	Quantity	Unit	Unit Cost	Amount	Developer	System
Mass Grading	1	LS	\$ 10,000.00	\$ 5,000		
Curb and Gutter	291	LF	\$ 18.00	\$ 5,238		
Sidewalk	1971	SF	\$ 4.00	\$ 7,884	\$ 7,434.00	\$ 450.00
ADA Ramp	1	EA	\$ 800.00	\$ 800		
Asphalt Road (4")	3272	SF	\$ 3.00	\$ 9,816		
Road Base (12")	3272	SF	\$ 1.11	\$ 3,632		
<b>Subtotal</b>				\$ 32,370		
<b>System Cost Credit for Line Upsize</b>				\$ 450		
<b>Subtotal after System Deductions</b>				\$ 31,920		
<b>10% Warranty Bond</b>				\$ 3,692		
<b>Total</b>				\$ 35,612		

**Total Bond** \$ 46,629

<b>Cash Deposits</b>				
Item	Quantity	Unit	Unit Cost	Amount
Slurry Seal	3272	SF	\$ 0.20	\$ 654
Street Signs		EA	\$ 300.00	\$ -

**Kestrel Bay Townhomes  
Road Excavation Bond Estimate  
Revised 10-2-2014**

<b>Existing Improvements</b>					
<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Bond Cost</b>	<b>Bond Amount</b>
Asphalt Replacement	1155.5	SF	\$ 4.82	\$	\$ 5,570
Sidewalk	96	SF	\$ 5.00	\$	\$ 480
Curb and Gutter	24	LF	\$ 20.00	\$	\$ 480
Permit Fee	1	LS	\$ 65.00	\$	\$ 65
<b>Total</b>				\$	\$ <b>6,595</b>

# FARMINGTON CITY



H. JAMES TALBOT  
MAYOR

BRETT ANDERSON  
DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Mayor and City Council  
From: Keith Johnson, Assistant City Manager  
Date: January 25, 2015  
Subject: **APPROVE THE FOLLOWING ASSET MANAGEMENT POLICY.**

### RECOMMENDATIONS

Approve the following Asset Management Policy for the thresholds of assets being added to the City's inventories.

### BACKGROUND

From the advice of Ulrich and Associates, the City's auditors, the thresholds for capitalizing assets for depreciation needs to be raised. The following is the proposed new policy that updates the thresholds of the assets that the City adds to capitalize and depreciate. The thresholds for small equipment is being raised from \$1000.00 to \$3000.00 and for vehicles and large equipment from \$3000.00 to \$5000.00. On capital building, improvements or infrastructure the threshold is being raised by \$10,000.00. We think that these will be appropriate thresholds for the City to have at this time.

Respectfully Submitted,

Keith Johnson,  
Assistant City Manager

Review and Concur,

Dave Millheim,  
City Manager

# Farmington City Asset Management Policy

This policy sets forth guidelines regarding the financial reporting, purchase and record keeping of City assets and inventories.

## **Definitions and Examples**

**Capital Equipment Assets:** Capital equipment assets generally are assets with an initial, individual cost of more than \$3,000.00 and an estimated life in excess of 3 years. Examples include small hand held equipment, computers and other items that are movable. Vehicles and large equipment would be more than \$5,000.00 and an estimated life of 5 years or more.

**Capital Building Assets:** Capital building assets are assets with an initial, individual cost of \$30,000.00 or more and an estimated life in excess of 10 years. Examples include new buildings, building improvements, additions, and fixtures.

**Capital Improvement Assets:** Capital improvement assets are assets with an initial, individual cost of \$30,000.00 or more and an estimated life in excess of 10 years. Examples include parks, playgrounds, and other facilities.

**Capital Infrastructure Assets:** Capital infrastructure assets are assets with an initial, individual cost of \$30,000.00 or more and an estimated life in excess of 10 years. Examples include street improvements including sidewalks and curb & gutter, water infrastructure, storm sewer infrastructure, and other types of fixed infrastructures.

**Valuation:** The value of a capital asset is its original cost. Values are not marked up or appreciated above original cost.

**Estimated Useful Life:** Estimated useful life is established for depreciating capital assets to the specific length of time that the asset is expected to be used.

**Exempt Items:** Studies, planning, engineering and other professional fees are not capital items, unless they are tied to a specific project that will be placed on the capital assets of the City when complete. Studies and other professional costs are usually for administration and therefore are not an asset to the City as they have no real value after 2 to 3 years.

## **Reporting and Accountability**

The City Finance Department is responsible for maintaining and updating capital asset lists, reports and schedules. Individual departments are responsible for maintaining inventory lists, reports and schedules. Capital assets and inventories should be updated to report all new or changed items as of June 30<sup>th</sup> of each fiscal year. Any deletions or changes made to the capital assets should be reported to the Finance Department in the month the change was made.

**Farmington City  
Capital Asset  
Standard Useful Life Table**

Asset Type	Examples	Capitalization Threshold	Standard Useful Life
Furniture Furniture and fixtures that are not a structural part of the building	Desks, tables, chairs, file cabinets, etc	\$3,000.00	3 to 5 years
Equipment- Office	Copiers, printers, CPU, servers, monitors, telephone systems, etc	\$3,000.00	3 to 5 years
Equipment - Other / small hand equipment	Radios, fire, police, public works, and leisure services specific equipment, etc	\$3,000.00	3 to 7 years
Equipment - Heavy Construction	Riding mowers, tractors, backhoes, dozers, loaders, etc	\$5,000.00	5 to 10 years
Vehicles - Autos and Pickups	Police cars, pickups, etc	\$5,000.00	5 to 7 years
Vehicles - Heavy	Dump trucks, fire trucks, street sweeper, etc	\$5,000.00	5 to 20 years
Buildings	New buildings, improvements, additions, etc	\$30,000.00	10 to 50 years
Improvements	Infrastructure, parks, playgrounds, landscaping, etc	\$30,000.00	10 to 50 years
Infrastructure	Water facilities, storm drains, streets, sidewalks, etc	\$30,000.00	10 to 50 years
Land	All real property	\$1.00	Indefinite

## CITY COUNCIL AGENDA

For Council Meeting:  
February 2, 2016

### **S U B J E C T: City Manager Report**

1. Executive Summary for Planning Commission held on January 21, 2016
2. Citizen Complaint regarding Activities in Conservation Easement
3. Update on Farmington/UTA Shuttle

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



# FARMINGTON CITY

H. JAMES TALBOT  
Mayor

BRETT ANDERSON  
DOUG ANDERSON  
JOHN BILTON  
BRIGHAM MELLOR  
CORY RITZ  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Eric Anderson – Associate City Planner  
Date: January 22, 2016  
SUBJECT: EXECUTIVE SUMMARY- PLANNING COMMISSION HELD JANUARY 21, 2016

### RECOMMENDATION

No action required.

### BACKGROUND

The following is a summary of Planning Commission review and action on January 21, 2016 [note: six commissioners attended the meeting— Chair Rebecca Wayment, Kent Hinckley, Brett Gallacher, Connie Deianni, Alex Leeman, and Heather Barnum; Dan Rogers was excused.

Item 3 Jerry Preston (Public Hearing) – Applicant is requesting preliminary plat approval for the Residences at Farmington Hills (P.U.D) Subdivision consisting of 23 lots on 44.3 acres located at approximately 300 East between 100 and 400 North in an LR-F (Large Residential - Foothill) zone; and a recommendation to annex approximately 20 acres of the 44.3 acres of the proposed development with the zone designation LR-F. (S-8-15 & A-1-15)

*Voted to table the preliminary plat until the February 4, 2016 meeting; this is to give the applicant and his geotech engineers more time to perform the additional studies as recommended by the City's third-party geotech consultant in their review of the initial studies provided by GeoStrata.*

*Voted to recommend that the City Council deny the zone designation of LR-F because the commission felt that if the developer goes away somewhere between preliminary plat approval and construction, then this property would have a zoning designation that is higher density than the default A-F designation would allow.*

*Voted to recommend that the City Council approve the annexation with the condition that: "The applicant shall receive preliminary plat approval prior to the property being annexed;" and the following findings: "The proposed annexation is within the City's Annexation Declaration Area" and "While the requested zone designation of A-F is inconsistent with the General Plan, it is lower than the thresholds set by the Low Density Residential designation."*

*Vote: 6-0*

Item 4 Scott Balling – Applicant is requesting final plat approval for the Kestrel Bay Estates Phase II PUD Subdivision consisting of 20 lots on 3.59 acres located at approximately 500 South 200 West in an R (Residential) zone. (S-30-15)

*Voted to approve the final plat as written in the staff report.*

*Vote: 6-0*

Item 5 Farmington City (Public Hearing) – Applicant is requesting miscellaneous Text Amendments to Chapters 4, 7, 10, 11, 12, 28, and 32 of the Zoning Ordinance, Chapters 5 and 7 of the Subdivision Ordinance, and Chapter 5 of the Sign Ordinance regarding **a)** Amending Section 12-7-030(2), requiring all private roads built in Farmington comply with Farmington City Development Standards for pavement sections, to increase the required lot frontage to 28’ instead of 20’ reflecting the flag lot ordinance requirement set forth in 2014; **b)** Removing Section 11-12-090(e) regarding street frontage requirements in conservation subdivisions; **c)** Amending Sections 12-5-070 and 12-5-080 of the Subdivision Ordinance regarding the minor plat approval process and bringing it into conformance with the current approval process for major subdivisions; **d)** Amending Section 11-28-220(2)(b) to clarify the definition for class “A” self-storage; **e)** Removing “Property Bond” from 11-4-107(2); **f)** Defining “New Wireless Facilities” in Section 11-28-190 and including it in Table 1, the Summary of Conditional and Permitted Uses; **g)** Amending Section 12-7-030(10) of the Subdivision Ordinance to clean up the numbering in that section making it uniform with the rest of Title 12; **h)** Amending Section 11-32-103(4) of the Zoning Ordinance allowing for tandem parking for Two-Family Dwellings; **i)** Amending Sections 11-10-040 and 11-11-050 of the Zoning Ordinance to allow for greater flexibility in setback standards for institutional uses in the Agriculture and Single Family Residential Zones; **j)** Amending Section 15-5-106 of the Sign Ordinance adding public uses to the allowable area for electronic message signs; **k)** Amending Section 11-7-107(7)(b) of the Zoning Ordinance clarifying the language regarding the buffer requirement between a commercial and residential use.

*Voted to recommend that the City Council approve the subdivision, zone, and sign text amendments as written in the staff report for sub-items a-e and g-i. Sub-item j was removed because staff needs to research the legality and potential adverse effects from this sign ordinance amendment. Sub-items f and k were tabled to give staff more time to edit and rewrite the ordinance changes with the Planning Commission's comments incorporated into the amendments.*

*Vote: 6-0*

Item 6 The Haws Companies (Public Hearing) – Applicant is requesting a recommendation for an amendment to a development agreement as per Section 114 of Chapter 18 of the Zoning Ordinance between Farmington City and The Haws Companies regarding a modification to pylon signs set forth in said agreement related to proposed signage next to the Union Pacific Tracks north of 675 West Street in an OMU zone.

*Voted to recommend that the City Council approve the amendment to the development agreement as written in the staff report, with the added conditions as follows:*

- 1) That Option 1 is the preferred alternative as detailed in Exhibit D;
- 2) That the bottom panel shall not be lit until that time at which it is filled.

*Vote: 3-2 with Heather Barnum and Connie Deianni being the dissenting votes; they felt that the sign should not have been approved in the first place and were not in favor of making an exception to move the sign.*

Misc The commission considered whether to require Jerry Preston to include a right-of-way to the Arrington property as part of his Residences at Farmington Hills development. The commission felt that the responsibility to provide right-of-way is on the Arrington family, and not knowing where that road would ultimately go (because it has not been engineered and would have to traverse steep grades) makes it difficult to set aside right-of-way that would likely move in the event that the Arrington's ever do develop.

The commission also considered a request by Rainey Homes for a special exception at 1615 South 200 East; this special exception is needed because Lot 2 of the proposed boundary adjustment does not have direct driveway access off of a public street. Lot 2 does have frontage on 200 East, but because of the steep grades and existing spring on the western portion of the property, and acquiring a curb-cut from UDOT (200 East is a state road), the applicant has determined that access off of 200 East would be too difficult. As a solution, the applicant is proposing to do a shared driveway across Lot 1 to access Lot 2 from Tuscany Cove Drive, with a reciprocal access easement recorded against the property.

*Voted to approve the special exception as written in the staff report.*

*Vote: 6-0*

Respectfully Submitted



Eric Anderson  
Associate City Planner

Review & Concur



Dave Millheim  
City Manager

**Cable Car Classics, Inc.  
Proudly Announces Our New  
Gillig Low Floor Transit Bus Trolley Conversion  
For Walla Walla Valley Transit**



Converted Trolley (above)

Original Transit Bus (below)



## CITY COUNCIL AGENDA

For Council Meeting:  
February 2, 2016

### **SUBJECT: Mayor Talbot & City Council Reports**

1. Board of Adjustment Appointments
2. Trails Committee Chair and Historic Preservation Chair

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