

SPECIAL FARMINGTON CITY COUNCIL MEETING

Tuesday, September 9, 2009 - 8:00 a.m.
Farmington City Hall, 130 North Main

PRESENT: Mayor Scott Harbertson, Council Members Richard Dutson, Paula Alder, Sid Young, David Hale, City Manager Max Forbush, City Planner David Petersen, Assistant City Planner Glenn Symes and City Recorder Margy Lomax. Council Member Cory Ritz was excused.

Mayor Harbertson called the meeting to order at 8:10 a.m. Mayor Harbertson offered an invocation and Sid Young led the audience in the Pledge of Allegiance.

Discussion/Awarding of Bids to Subcontractors for Construction of New City Hall

Mayor Harbertson turned the time over to Rick Ellertson and Kendall Smith of Hughes Construction, Construction Manager of the City Hall project. Mr. Smith presented information regarding the bids. The Council was presented with a detailed Bid Sheet showing the items to be completed along with the subcontractors and the amount of the bids.

The Mayor, City Manager and Council Member Dutson had previously met at the offices of Hughes Construction and had gone over in great detail all the bid amounts received. **Rick Dutson** said the Construction Manager/General Contractor process that had been used for City Hall was very beneficial because the City got to interact with the General Contractor and architect and work as a team to try to figure out the best pricing for the overall project. He stated that he would like to see allowances and contingencies not be lumped into one number on billings but to show them as separate line items.

Mayor Harbertson questioned Hughes regarding their name being listed on different items on the bid sheet. Mr. Smith responded that for the most part Hughes had given bids on items that others wouldn't do, such as clean up on the job site, usually exclusions that the subcontractors will not do. They will either find someone to do these varied jobs or do it themselves. Hughes Construction was low bidder on the concrete work.

Max Forbush handed out information regarding the budget for the project. He stated funds for the project add up to the amount of \$3.6 million. He said there were some alternates that are important to look at and decide which ones to go with. Those alternates are: School District site work, post-tension basketball court, break room equipment, emergency generator, evaporative element, granite pavers and hydronic snow melt. He recommended the Council delete the post-tension basketball court. Mr. Smith from Hughes Construction, stated the break room appliances had been priced at a fairly high end.

Mr. Forbush felt staff could purchase them themselves and be able to save money. It was recommended to put off purchase of an emergency generator until another time. Rick Dutson suggested to hold off on the granite pavers until later in the project.

Mayor Harbertson suggested the Council approve the snow melt system for the north side of the new City Hall and put a hold on the rest of the items for now.

Mr. Forbush gave a copy of a revised budget for the new City Hall project to the Council and went over the amounts listed under revenues and expenditures. He suggested \$71,000 be taken out of the General Fund Balance in closing out this last fiscal year which will leave approximately \$900,000 in the General Fund Balance which falls between the 5-18% required by the State. The \$900,000 represents approximately 12% of the City's General Fund Balance.

Mr. Forbush reported that Morgan Asphalt was the low bidder for work to be done on the South Main Street Project from 200 South to the edge of the parking lot. Their bid was at least \$50,000 below what had been put in the budget.

Motion

A motion was made by **Rick Dutson** to approve the contract with the subcontractors and with Hughes Construction as reflected on the Bid Sheet totaling \$3,593,377.52; and approving one change order for \$27,716.43 for the Hydronic Snow Melt; and approving the contract for the South Main Street Road Project with Morgan Asphalt for \$81,932. The motion was seconded by **Paula Alder** and passed by unanimous vote.

Sid Young asked what Hughes' plan is for inspection and quality control. Mr. Smith responded that the City will employ an inspection agency who will come out on every pour and there will be on-site supervision and a weekly meeting with EDA, the architect, to look for quality issues. Mr. Ellertson stated their superintendent for the project is Jim Osbourne who is very quality conscious. Mr. Ellertson and Mr. Smith will also be on the site. The Council and staff were invited to come to the site at any time, but to just be sure to check in with the superintendent and wear hardhats. There is a need to be careful because of insurance liability issues.

Mr. Forbush reported that the clock tower has been put on the "back burner" waiting for input from Davis County with respect to the location of the new library and how it would

tie into south Main Street and the proposed clock tower. This will need to be revisited as soon as the County makes a decision on the road.

Discussion of pending Agreement #1 to Road Agreements and Conoco Pipeline Relocation Agreement

Rich Haws addressed the Council stating they are in agreement with the changes Todd Godfrey, City Attorney, made to the "First Amendment to the Road Agreements" with the exception of paragraph 3 where it talks about an exhibit regarding "Right-of-Way Compensation". He would like a fixed amount in there rather than having a separate exhibit attached to the agreement.

He also stated that Weber Basin Water District wants to expand their right of way and wants to be in the City's right of way, because it helps them with the Bureau of Reclamation and helps them have precedent over others. He said they have a consensus of opinion of how the Weber Basin line can be accommodated and thinks it's just a matter of adjusting the right of way line to get them within the right of way of the City.

Mayor Harbertson asked what the decision was regarding the roll back taxes on the property. Mr. Forbush reported he had called the assessor and was quoted a law stating that if the City condemns the property the City has to pay. Mr. Forbush questioned them why any taxes would have to be paid due to the fact it is going to be a road. On a roll-back tax, the taxes go back for five years. The County Assessor will be calling Mr. Forbush back with more information. The property will be kept in greenbelt until development goes in there. Once improvements go in, the assessed valuation goes up dramatically.

Mr. Haws stated the other element involved with this agreement is the Conoco agreement. They have been asked to be a signator to the agreement, because the property is controlled by them. He said they are happy to do this with the understanding that upon the actual dedication of the right-of-way the City will accept the agreement that is being negotiated. Mr. Haws would want the City to give them a letter stating these facts.

Motion

Sid Young moved to approve the agreement with the changes of eliminating the exhibit from paragraph 3 and just leaving in the fixed cost, also changing paragraph 5.1 to read "...the City shall pay for the *incremental cost* of materials..."; and also contingent on the final legal description of the right of way. The motion was seconded by **David Hale** and passed by a unanimous vote.

Consideration of a stay of enforcement of a condition of subdivision approval related to the Shepard Crossing Subdivision to allow owners time to resolve problems related to easements for utility access

Mark Denney was present representing John Asay regarding an easement that has not been recorded related to the large building located in the Shepard Crossing Subdivision which was approved August 15, 2006, subject to, among other conditions, that “the applicant must demonstrate that reciprocal access and parking easements are recorded on the two properties as well as reciprocal utility easements, if necessary.

Mayor Harbertson reported that two years ago the Council went through the process of dividing up that building with a parking easement and a utility easement. Mr. Denney said there are actually CC&Rs dating back to 1991 when the project was developed that also has common parking areas, but there is a reciprocal easement that has been recorded on the Shepard Crossing, but the easement on the utility has not been worked out between the two parties. John Asay is trying to lease out the north half of the building and Doug Asay is trying to lease out spaces in the south half. Two years ago the Council stated that those agreements needed to be worked out before building permits were issued for the property, but that has not happened yet. Doug Asay had contacted the City asking for an extension of time in order to get the issues resolved, but allow him to take out the building permit in the interim to allow construction on the unit.

Mayor Harbertson stated he had two areas of concern. The first was that they have already had two years to work this out, and it has not happened yet; and secondly he does not want to set a precedent in the City for others to pull a permit when they don't have their agreements done. It would be setting a very bad precedent. Any conflict between the two parties does not involve the City.

David Petersen stated that the matter is really taken out of the hands of the City Council in that the National Electrical Code (NEC) requires reciprocal access.

David Hale said he wants to encourage the Building Inspector to make sure there is no construction going on at the site until easements are recorded.

Motion

With no further business to come before the Council and upon motion by **Rick Dutson** the meeting was adjourned at 9:10 a.m.

Margy L. Lomax
City Recorder

