

**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 receive a financial update and 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 21, 2017, 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

**OLD BUSINESS:**

7:05 General Plan Amendment Request for Hughes Property

**PUBLIC HEARINGS:**

7:30 Candland Olsen Plat Amendment Request – Farmington Creek Estates Phase III

**NEW BUSINESS:**

7:50 Residences at Farmington Hills Final PUD Master Plan – Elite Craft Homes

8:00 Property Trade for Property Located at 100 North 600 East Related to Farmington Hills Subdivision

**SUMMARY ACTION:**

8:05 Minute Motion Approving Summary Action List

1. Animal Control Agreement with Davis County
2. Farmington Hills Water Tank Engineering Design
3. Farmington Water Master Plan Update
4. Approval of Minutes from January 7, 2017

**DISCUSSION ITEMS:**

8:05 Update of Demolition Ordinance

**GOVERNING BODY REPORTS:**

8:10 City Manager Report

1. Fire Monthly Activity Report for January
2. Building Activity Report for January
3. Spring Clean-up April 22<sup>nd</sup>

8:15 Mayor Talbot & City Council Reports

**ADJOURN**

**CLOSED SESSION**

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

DATED this 16th day of February, 2017.

**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 21, 2017

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

It is requested that City Council Member Cory Ritz give the invocation to the meeting and it is requested that City Council Member 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 21, 2017

**S U B J E C T: General Plan Amendment Request for Hughes Property**

**ACTION TO BE CONSIDERED:**

See 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 7, 2017

SUBJECT: **GENERAL PLAN AMENDMENT REQUEST FOR HUGHES PROPERTY**

### ALTERNATIVE MOTIONS

It is proposed that the City Council act on one of the alternative motions set forth below [note: it is also the prerogative of the Council to amend any proposed motion or to act on any other motion not contemplated herein, including related findings].

- A. Move that the City Council follow the recommendation of the Planning Commission and deny the General Plan amendment request which would change the designation on the General Land Use Plan map from DR to RRD related to the 31.79 acres of property located at approximately 600 South 1525 West.

#### Findings:

1. After a thorough review of the General Plan on November 17, 2016, the Planning Commission identified several policies, goals, and objectives set forth in the text that (as part of their recommendation) provide and justify the basis for the DR designation as shown on the General Land Use Plan map (see background information and attached matrix/maps), [note: the language of the text of the General Plan supersedes the map]. As per the recommendation of the Commission, General Plan goals and objective that suggest that the DR designation should remain for the Flat Rock property include, but are not limited, to the following:
  - a. Meadows/riparian areas. A water course which represents from time to time combined discharges from Shepard Creek, Spring Creek, and other sources flows along part of the northern boundary of the property from east to west before traversing directly across the property from north to south in a southwesterly direction (see attached map).

- b. Grasslands. The site is characterized by grass lands.
  - c. Streams/Stream Channels & Corridors. See finding 1.a. above.
  - d. Green Space. Presently, green space exists on site.
  - e. Farmland. Although it appears active farming is not occurring on the property at this time, such a use is available for the site. Active farms exist in the area.
  - f. Greenbelt. See findings 1d. and 1e above.
  - g. Flood plain. Approximately half of the developable portion of the property is located in the FEMA flood plain.
  - h. Wetlands. Maps prepared in part by CRS several years ago show wetlands exist on site.
2. It appears that Farmington, and other Cities in Davis County, used incorrect datum points in determining elevation lines. This notwithstanding, the City has given greater deference in the past to other non topography related criteria set forth in its General Plan in keeping DR designations and has denied requests by owners who have asked that the City consider amending this designation for the sole reason of changing the elevation of the ground by simply bringing in fill dirt to change the grade.
3. A decision to change the DR designation for the subject property for the singular purpose that it is no longer below the 4218 line may set a negative precedence/policy where the other 22 parcels affected thereby (as illustrated on the attached map) may also be designated in the future to RRD regardless of the quantity and quality of meadows/riparian areas, grasslands, tree stands, streams, stream channels & corridors, wildlife and/or habitat, green space, berms, farmland, green belt, trails, flood plain, wetlands, and storm drainage, transportation, culinary water, and sanitary sewer constraints related to these properties.

- OR -

- B. Move that the City Council table action regarding the request to change the designation of the General Land Use Plan map from DR to RRD related to the 31.79 acres of property located at approximately 600 South 1525 West in order to allow time to consider and/or do the following:

1. Applicant must perform a study to verify whether or not wetlands exists on the site.

Reason: The City's existing Resource and Site Analysis Plan shows some wetlands on the property.

2. Seek input from the Planning Commission and the City's Development Review Committee (DRC) regarding whether or not the City should accept development applications for properties located in the FEMA flood plain.

Reason: the City now requires developers to obtain Conditional Letters of Map Revisions (CLOMRs) prior to approval of subdivisions and Letters of Map Revisions (LOMRs) taking potential building pads out of the flood plain prior to issuance of building permits. However, unlike Farmington, many other communities do not accept development applications for properties located in the flood plain—should Farmington start doing the same? Or not? [note: even though a portion of the Flat Rock property is located in the flood plain such a policy change could result in implications citywide (pro and con)].

3. Ensure, in consultation with others, whether or not the existing DR line provides an appropriate buffer/transition area between Farmington's urban area (or built environment) and the Farmington Bay Waterfowl Management Area and the sovereign lands of the Great Salt Lake in light of the City's current goals and objects set forth in the General Plan to preserve meadows/riparian areas, grasslands, tree stands, streams, stream channels & corridors, wildlife and/or habitat, green space, berms, farmland, green belt, trails, flood plains, wetlands, etc.

Reason: Farmington is a gathering place, and it is unique. Future estimates show that Farmington's "built-out" population is only 30,000 people. Nevertheless, because of its location, the community has more freeway frontage and more interchanges per-capita (1 per every 5,000 people) than probably any other community along the Wasatch Front. Full and half interchanges exist at 1) Cherry Hill; 2) Shepard Lane/US 89; 3) Park Lane/US 89/Legacy Parkway; 4) Park Lane/I-15; 5) 200 West/I-15; and 6) a future interchange committed to occur at Shepard Lane and I-15. Farmington is a gathering place. But despite the regional infrastructure reality that the City accommodates an exponentially greater proportionate share of traffic and transportation facilities than other communities, it is off-set by Farmington's beautiful setting and its very close proximity to the mountains and the lake. Farmington is unique. One of the General Plan's specific policy/"value statements", which provides "direction for the City in dealing with future growth and development", is to:

Plan growth carefully to preserve an open, uncongested City whose buildings blend with and enhance the historical buildings

and the natural beauty of the land and lake. [page 4-1, sub-paragraph 3].

- OR -

- C. Move that the City Council amend the General Plan changing the designation of the General Land Use Plan map from DR to RRD related to the 31.79 acres of property located at approximately 600 South 1525 West.

Findings:

1. Sanitary Sewer is available to the site without the necessity of establishing a sewer lift station or individual sewer ejecter pumps for each dwelling within what could be a proposed subdivision for the property.
2. The property is characterized by only some but not all factors set forth in the General Plan used to determine DR areas; that is, the property lacks quality tree stands, and berms, and there is no apparent storm drainage, culinary water, or transportation constraints.
3. Even though a large portion of the property is located in the FEMA flood plain, existing City practices dictate that owners may submit floodplain amendment applications as part of the development process.
4. The applicant may verify the non-existence of wetlands later as part of the development process.

**BACKGROUND**

The property owner demonstrated to the City a few months ago as a discussion item, and with the help of the County Surveyor and other professionals, that the City used the wrong datum points in 1993 when it established a line of 4,218 feet above sea level as shown on General Land Use Plan map. And because of this, Ivory Homes submitted an application requesting that the City amend its General Plan to allow for a higher density of development of the Flatrock property [note: it appears that the County Surveyor maintains that the 4,218 line is much further south and west than what is shown on the General Plan map, even though the applicant's engineer shows that much of the Hughes property is still below 4,218].

The Planning Commission considered and reviewed the request on October 6, 2016, October 20, 2016 (which included a field trip), November 17, 2016, and December 15, 2016; and then the Commission provided the recommendation set forth in the motion above.

**SUPPLEMENTAL INFORMATION**

[Note: these exhibits will be explained in further detail at the Council meeting].

1. Vicinity Map
2. General Plan Map
3. Zoning Map
4. Concept Subdivision Plan
5. County Elevation Map--Illustrating the Location of the 4218 Elevation Line
6. FEMA Flood Map
7. Matrix/Map of applicable General Plan Criteria
8. Wetlands as shown on the City's Resource and Site Analysis Plan

Respectively Submitted

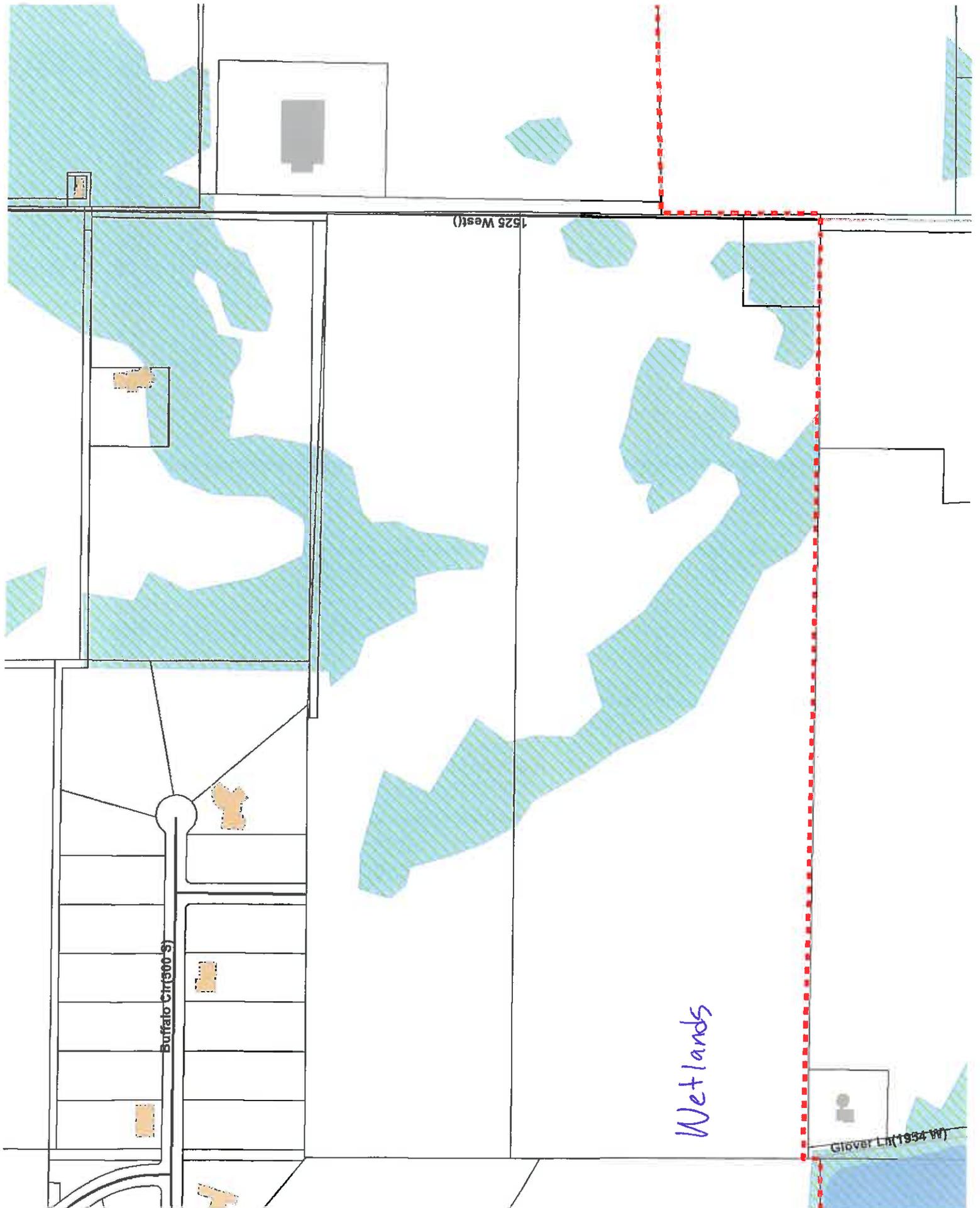


David Petersen  
Community Development Director

Review and Concur



Dave Millheim  
City Manager



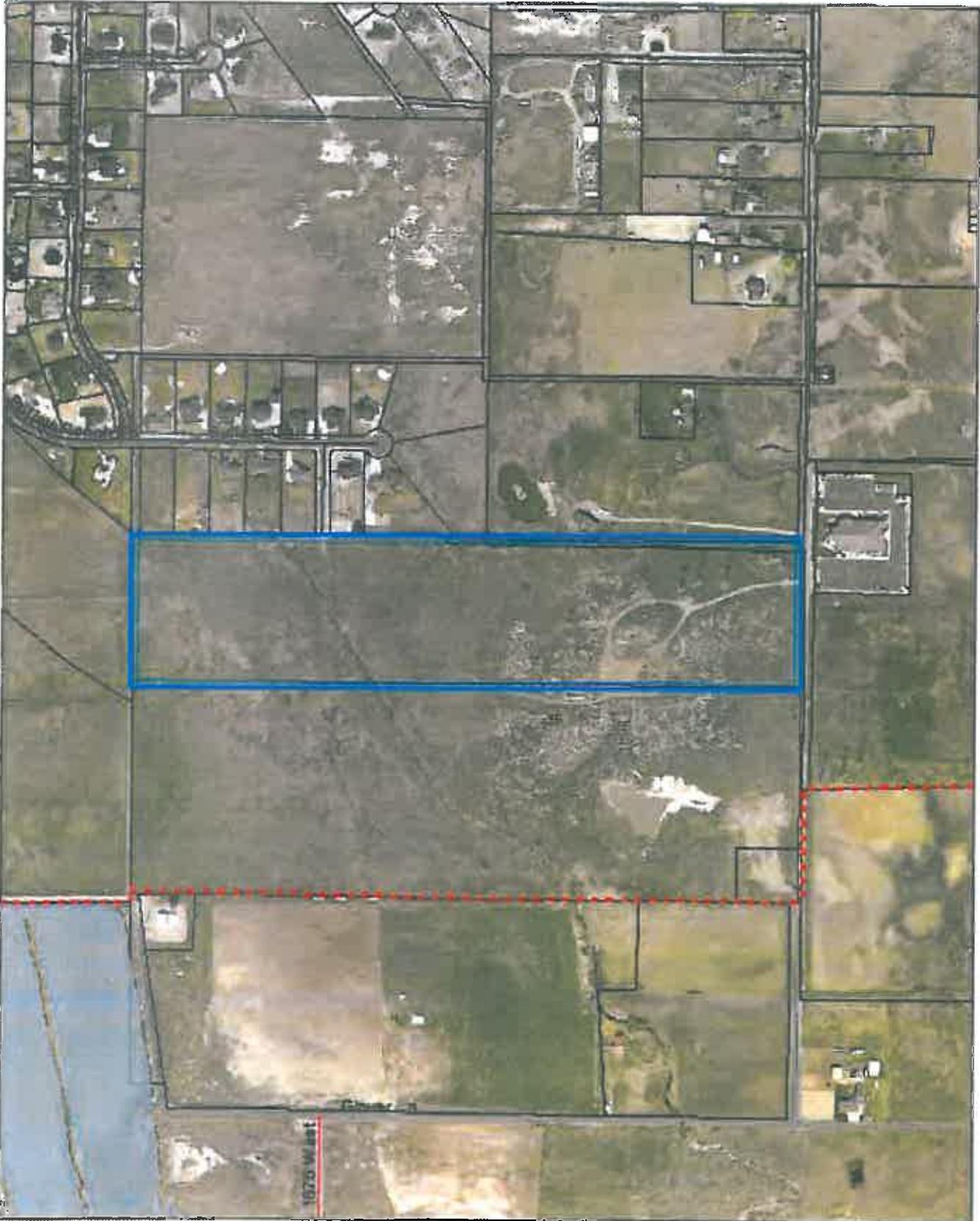
(1525 West)

Buffalo Cir (300 S)

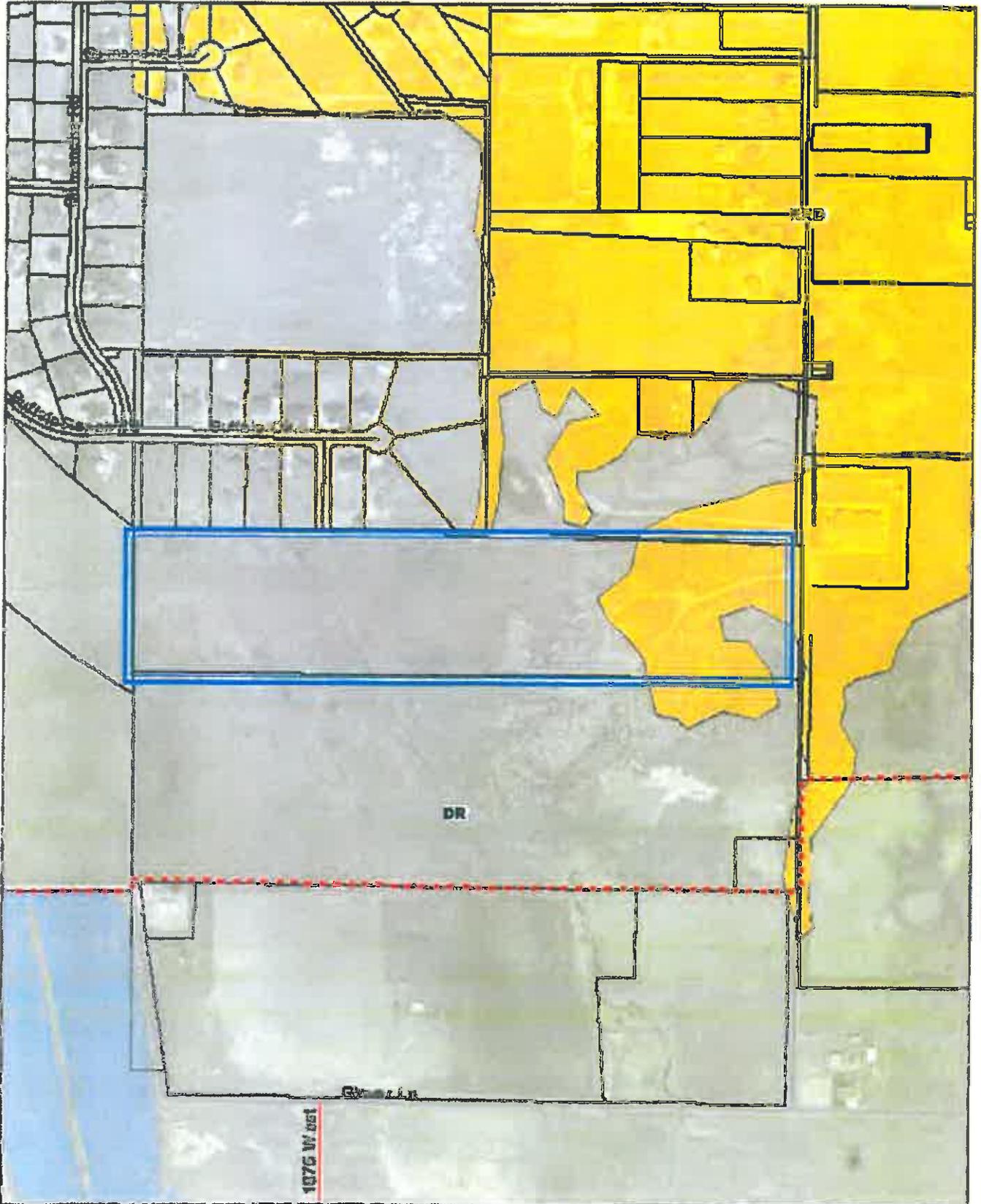
Wetlands

Glover Ln (1934 W)

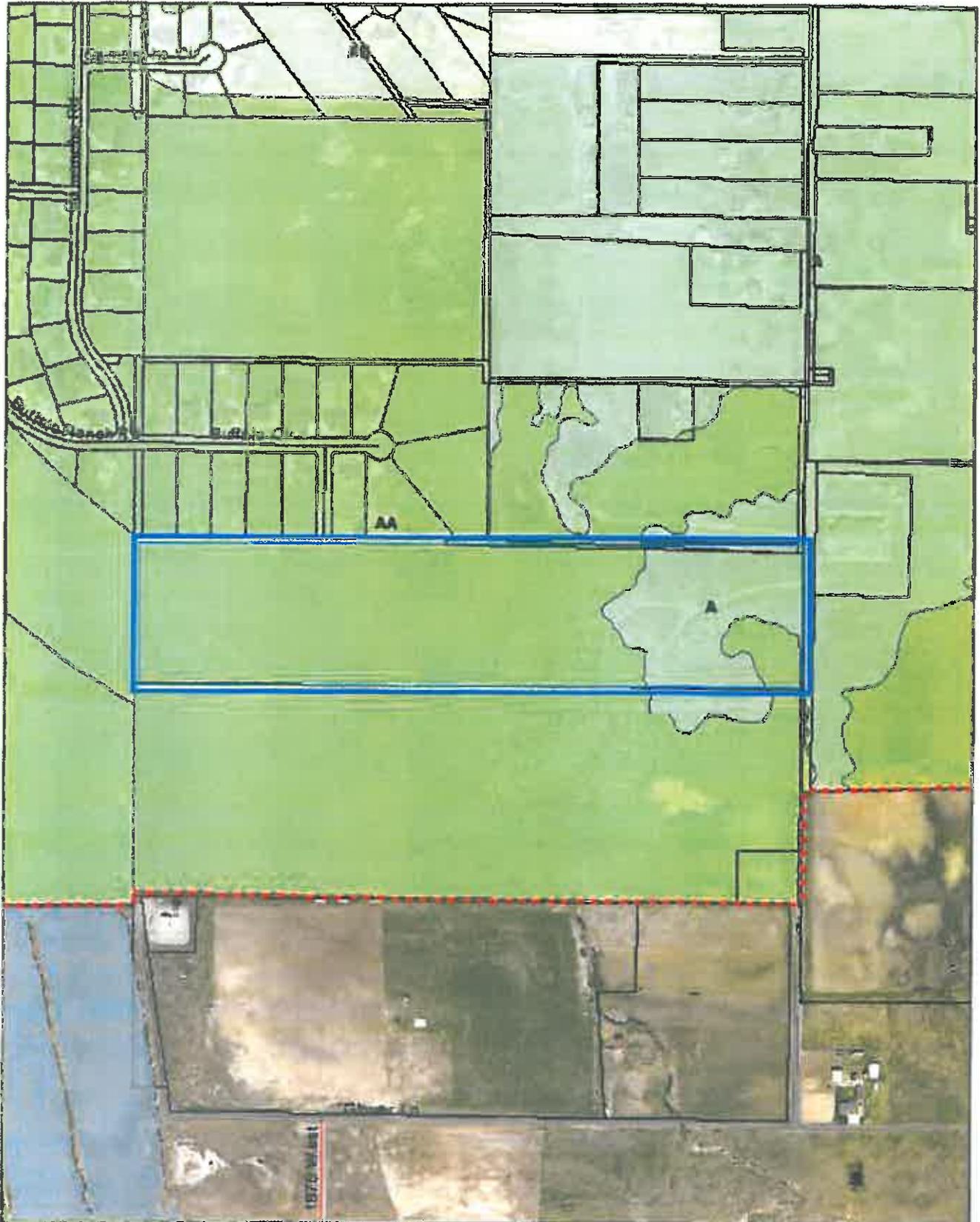
# Farmington City



# Farmington City

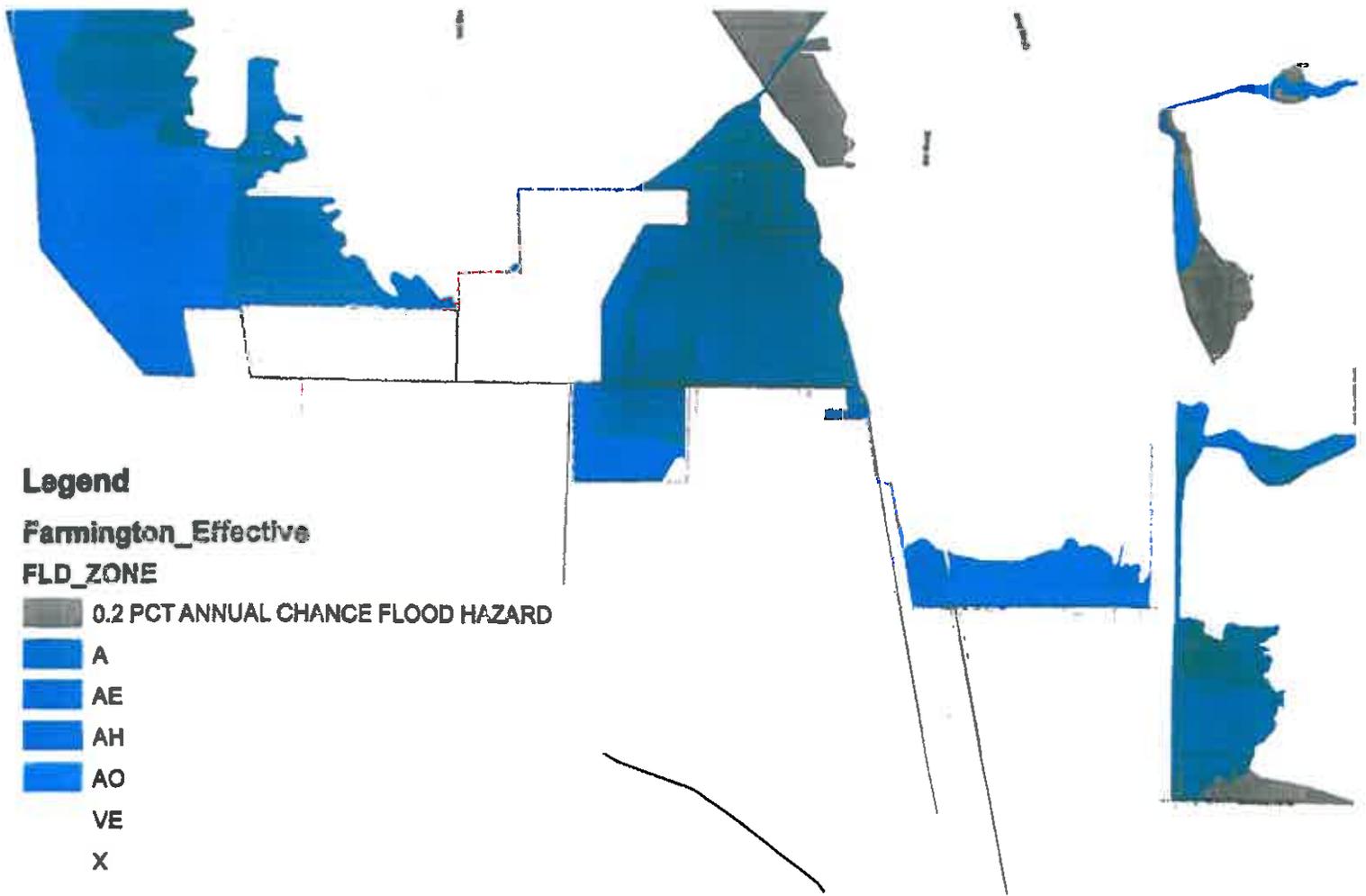


# Farmington City









**Legend**

**Farmington\_Effective**

**FLD\_ZONE**

0.2 PCT ANNUAL CHANCE FLOOD HAZARD

A

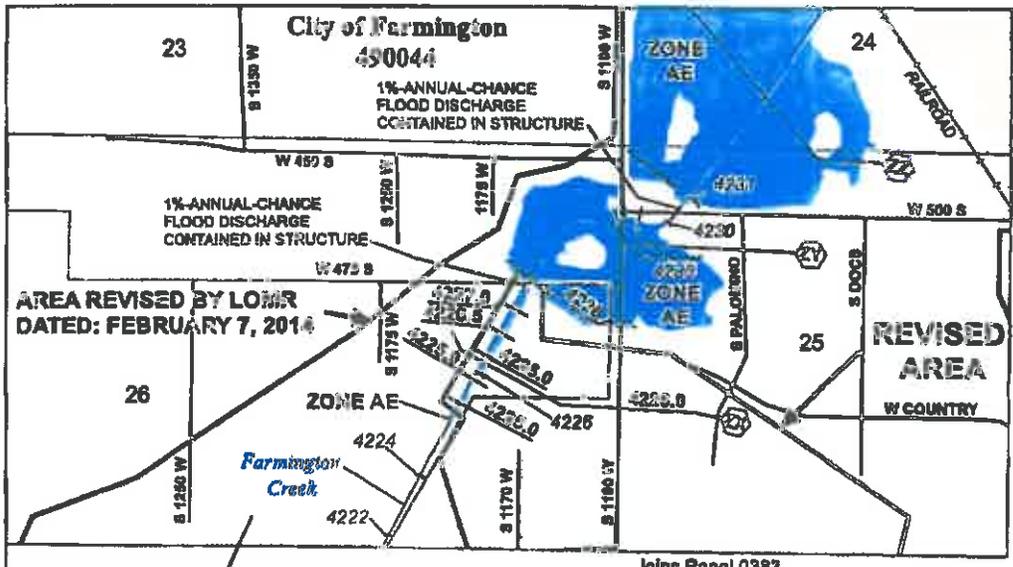
AE

AH

AO

VE

X



Joins Panel 0362

Joins Panel 0383

**SPECIAL FLOOD HAZARD AREAS**

**1%-Annual Chance Flood Hazard (AE)**  
 Zone A Flood  
 With LFE or DFZS See Act 17, 18, 19

**Regulatory Floodway**

0.1 % Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with respect to 48 hours from onset of 1% discharge areas of 1 cm flow accumulation area 2  
 Future Consideration 1% Annual Chance Flood Hazard area 2  
 Area of 1% Annual Flood Risk Area to Lower Basin 15-200, 2007

**OTHER AREAS OF FLOOD HAZARD**



NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 3 NORTH, RANGE 1 WEST.

**NATIONAL FLOOD INSURANCE PROGRAM**  
 FEDERAL EMERGENCY MANAGEMENT AGENCY

**DAVIS COUNTY, UTAH**  
 and Unincorporated Areas

Map No. 341 of 575

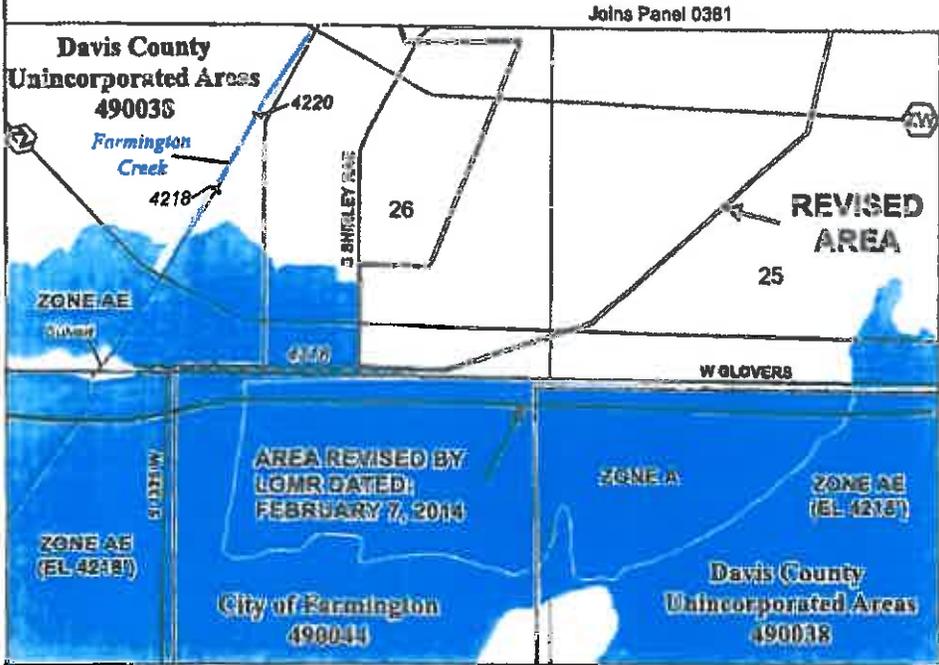
**FFMA**  
 National Flood Insurance Program

COMMUNITY	NUMBER	DATE	STATUS
DAVIS COUNTY	480038	1/14/07	E
FARMINGTON, CITY OF	490044	2/7/14	E
FARMINGTON, CITY OF	490044	2/7/14	E

**REVISED TO REFLECT LOMR EFFECTIVE: June 24, 2016**

VERSION 1.1.1.0  
 NUMBER 480038/341E  
 EFFECTIVE DATE: JUNE 24, 2007

NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 3 NORTH, RANGE 1 WEST.



**STANDARD FLOOD FLOOD APPEAR**

**Special Flood Hazard (SFH) Zone V**  
 With CEH or High Depth of 10 ft or more  
 Regulatory Velocity

**0.5 ft Annual Excess Flood Hazard Area**  
 of 1% Annual Excess Flood Hazard Area with depths less than one foot or 1% depth more of less than one foot or 1% more

**Other Areas of Flood Hazard**  
 Flood Hazard Area with depths less than one foot or 1% more



**FEMA**  
 National Flood Insurance Program

**NATIONAL FLOOD INSURANCE PROGRAM**  
 FLOOD ZONE MAP FOR 2014

**DAVIS COUNTY, IOWA**  
 2014

**WATER 333 OF 575**

COMMUNITY	REVISION	DATE	STATUS
DAVIS COUNTY	4-1-14	2-14	E
DAVIS COUNTY	4-1-14	2-14	E
DAVIS COUNTY	4-1-14	2-14	E

**REVISIONS**  
 1.1.1.0  
 MAP NUMBER  
 4902100003E  
 EFFECTIVE DATE  
 JUNE 28, 2007

**REVISED TO REFLECT LOMR EFFECTIVE: June 24, 2018**

General Plan Goals, Objectives, and Policies

	Proposed																						
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Open Space (p. 4.1.3, 7, p. 4.4.8, 8a, 9, p. 7.8 and 7.5.2.3a, p. 10.7.2a(1))																							
1 Meadows/park areas	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2 Grasslands	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
3 Tree Streets							1																
4 Riparian/Green Channels & Corridor	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
5 * Wildlife and/or Habitat							1																
6 Green Space	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
7 Farms																							
8 *** Farmland	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
9 Green Belt	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
<b>Total</b>	<b>6</b>																						

\* Some lots not been able to verify this category  
 \*\* Suboptimal parcels do not have, for example, historical buildings or archeological sites  
 \*\*\* The City should do an open space study to determine, in part, which lands have the highest priority in terms of preservation within a comprehensive open space system  
 1) it has been done to a certain degree  
 2) The DR action has already referenced proposed parcels would have likely been a high priority if a more thorough study had been done in the 1990s  
 \*\*\*\* Farmland of Historical and Environmental Value

	Proposed																						
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Public Facilities/Recreation (p. 4.1.7, p. 4.3.3, 4.2.3, p. 6.3.2, 5.3, p. 4.5.4, p. 4.6.2d, p. 7.8; p. 8.5.1; 2008 MTP, p. 4.7.4a, p. 6.3)																							
1 Trails	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2 * Storm Drainage Constraints	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
3 ** Transportation																							
4 Culinary Water																							
5 Sanitary Sewer Constraints	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
<b>Total</b>	<b>3</b>																						

\* Most properties have on-going issues of small detention ponds v. large detention ponds and proximity to lots can be a problem  
 \*\* Transportation Plans goals and policies are likely to be met de, ending on the type of land use proposed (i.e. res., etc)

	Proposed																						
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Flood Plain/Wetlands (p. 8.3, p. 10-7.2a(1); p. 9.4)																							
1 Flood Plain	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2 Wetlands	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
<b>Total</b>	<b>2</b>																						

18 Categories	TOTAL total	10	16	11	11	9	7	10	8	3	6	8	14	14	14	11	10	11	8	8	11	10	10
100%		8%	13%	9%	9%	6%	4%	6%	5%	2%	5%	8%	14%	14%	14%	11%	10%	11%	8%	8%	11%	10%	10%

Agriculture (p. 4.5.1, 2.3.; p. 8.1.1, 2 and 5)

Note: The General Plan indicates that land north of the I-5 and the CC thought was the 4218 line should be preserved as agriculture, very low density, or open space. It appears that any "flexible" reasons for the 4218 line are not referenced in the text of the General Plan nor its land use map.

Note: Agriculture goals, objectives, and policies are incorporated in the maps above.

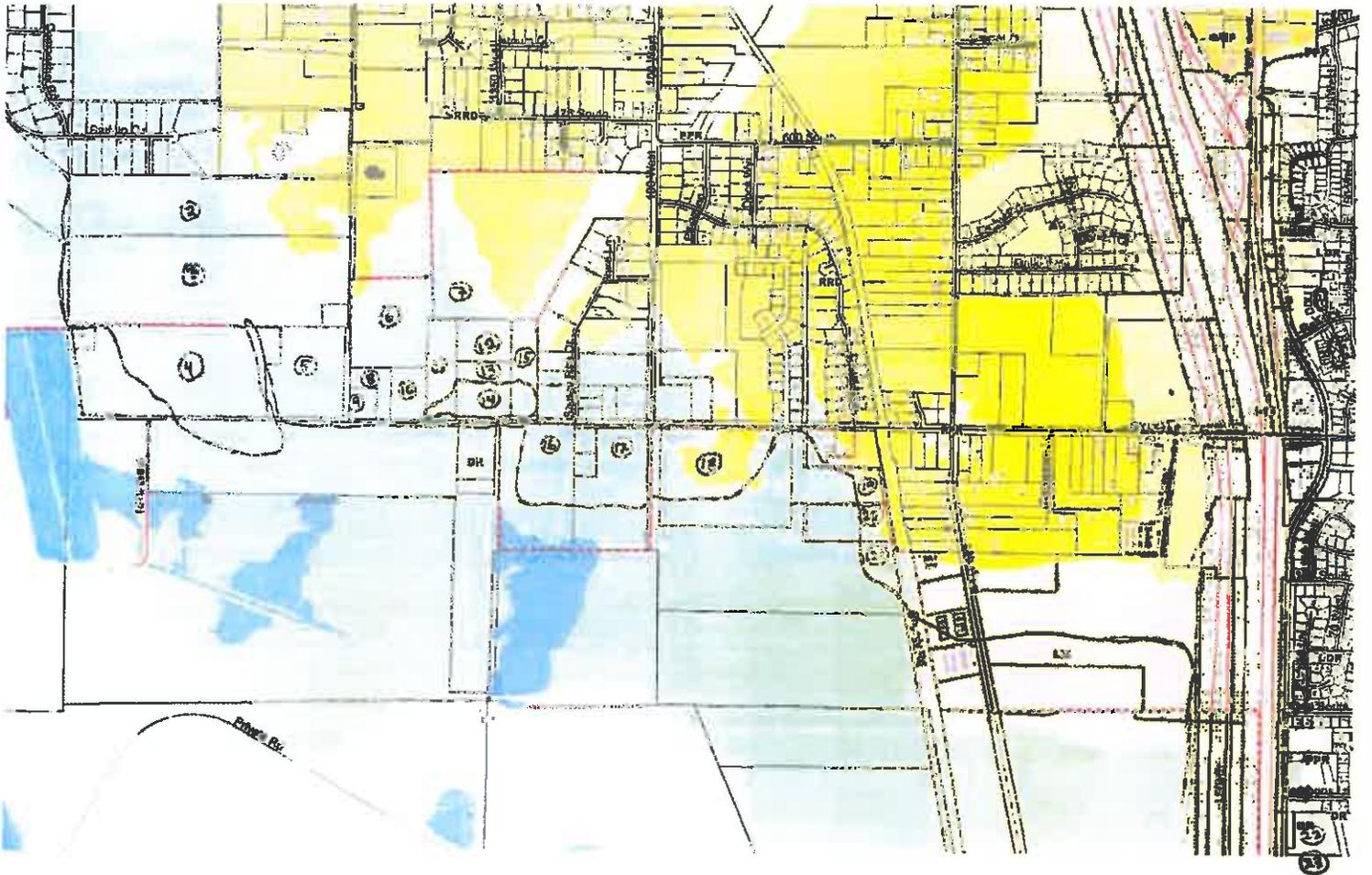
**Residential**

Note: Residential goals, objectives and policies are incorporated in the maps above.

Note: One of the residential objectives states that residential land uses should be consistent with the goals and policies of the community development and use plan and maps.

TDR (p. 10-2, 2, 3, p. 10-4 c, p. 10-5 n 5) and 7)

It appears that TDRs may be a possibility in areas with the I-5 Interstate.



## CITY COUNCIL AGENDA

For Council Meeting:  
February 21, 2017

**PUBLIC HEARING:** Candland Olsen Plat Amendment Request – Farmington Creek Estates Phase III

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

1. Hold the public hearing.
2. See 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 21, 2017

SUBJECT: **PLAT AMENDMENT - FARMINGTON CREEK ESTATES PHASE III**

### RECOMMENDATION

1. Hold a public hearing (if necessary), and:
2. Approve one of the following alternative motions:
  - A. Move that the City Council approve the petition whereby Parcel 3 of the Farmington Creek Estates Phase III Planned Unit Development First Amended plat will be amended and designated as a building lot subject to the following:
    1. The applicant shall prepare an amended plat acceptable to the City, and obtain the necessary signatures, and record the same at the Office of the Davis County Recorder;
    2. The plat shall reflect a smaller storm water easement area as per the approval of the City Engineer creating a building envelope limited to one future single family dwelling;
    3. Prior to recordation of the plat, the applicant shall provide to the City the funds necessary for one TDR (Transfer of Development Right) as per City ordinance; and
    4. The applicant shall comply with all the rules and regulations of the US Army Corp of Engineers related to the development of the lot.

### Reasons:

- i. Although increased density for the PUD was predicated in part by the set aside of open space encompassed in Parcel III, this open space is being "transferred" via a cash transaction to help off-set the cost for a regional park;

- ii. The regional park is in close proximity to the PUD;
- iii. The City is not considering a proposal to divide the 3+ acre parcel into multiple building lots, and the one single family dwelling, which will be allowed on the property, will only be located within a narrowly defined building envelope which will result in most of the land left as open space as originally intended;
- iv. The action enables the creation of an estate lot which will provide a better means to maintain the open space rather than leaving the property as pasture.

- OR -

- B. Move that the City Council deny the petition to amend the Farmington Creek Estates Phase III Planned Unit Development First Amended plat.

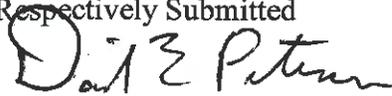
Reasons:

- i. Increased density for the PUD was predicated in part by the set aside of open space now in Parcel III;
- ii. Owners in the PUD invested in their respective property knowing that the abutting Parcel III was to remain as open space within the same subdivision plat.
- iii. The City Council does not find good cause to amend the plat.

## **BACKGROUND**

The City received a petition from a property owner within the boundaries of the Farmington Creek Estates Phase III Planned Unit Development to amend open space Parcel 3 by designating this as a building lot. As a condition of increased density for the PUD, this and other parcels were set aside as open space. Nevertheless, the City amended its PUD ordinance making it possible to displace and “move” such open space via a Transfer of Development Right (TDR). The petitioner is therefore, requesting to work with the City to obtain one TDR for the property.

Respectively Submitted

A handwritten signature in black ink that reads "David Petersen". The signature is written in a cursive style with a large, prominent "D" and "P".

David Petersen  
Community Development Director

Review and Concur

A handwritten signature in blue ink that reads "Dave Millheim". The signature is written in a cursive style with a large, prominent "D" and "M".

Dave Millheim  
City Manager



S-2-17

February 2, 2017

Dear Mayor and City Council:

I am petitioning the above requesting an amendment to Farmington Creek Estates III Subdivision plot by designing a building lot in "parcel #3 open space" and amending the city's draining easement to accommodate the construction of a single family home. This would be initiated by a TDR land exchange program with Farmington City.

Some of the following reasons are considered in the application:

1. Certainly financial benefit is a part for both me and the city as Farmington will receive a substantial revenue with the exchange at my expense.
2. The TDR exchange program brought it to my attention.
3. An onsite overseer brings a much better clean up and maintenance program to the open space property. Enhancing the visual appearance and discouraging individuals from disposal etc. on the property.

The attached plot map shows the illustration of the lot location and impact on lots 19-26 in the Estate III subdivision.

Thank you for your consideration and I am available for any questions I can answer in this regard.

Sincerely,

  
Candland L. Olsen  
(801) 205-6552

P.S. The lot imprint is equal in size to lot 320 in the subdivision. It allows for a house plus room for a small animal shelter on the open space.



850 West Colver Lane

- al Ditch
  - al Stream
  - Wetland
  - Wetland
- PEMF Wetland
  - PFOB Wetland
  - Non-Hydric Soil Map Unit and Symbol
  - Hydric Soil Map Unit and Symbol

F  
Preliminary





Ditch  PEMF Wetland

Stream  PFOB Wetland

 Non-Hydric Soil Map Unit and Symbol

 Hydric Soil Map Unit and Symbol

FI  
Preliminary



TDR



Holly Gadd <hgadd@farmington.utah.gov>

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## Notice of Plat Amendment for the Farmington Creek Estates III PUD Subdivision

1 message

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Marc Bell <marc.bell@rocketmail.com>

Wed, Feb 15, 2017 at 9:01 AM

To: hgadd@farmington.utah.gov

To the attention of: Dave Peterson, Dave Millheim, Eric Anderson, City Council and to whom it may concern,

Im in opposition of the Plat Amendment for Farmington Creek Estates III PUD Subdivision. Due to the fact that there is already high density development going on all around the proposed subdivision and adding addition high density homes will decrease the property value of all homes on Country Lane even further. As well as disturbing the wetlands and increasing privacy issues. Along with adding further traffic issues into and out of the already very poorly maintained Clover Lane.

Sincerely,

Marc Beli

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JotNot\_02-14-2017.pdf  
377K



Holly Gadd <hgadd@farmington.utah.gov>

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## Plat Amendment for Plat #3 on Farmington Creek Estates Phase III

1 message

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Jon Shurtliff <jon.shurtliff@gmail.com>  
To: Holly Gadd <hgadd@farmington.utah.gov>

Tue, Feb 14, 2017 at 10:07 PM

Holly,

Please find my written objection below. Please let me know if this will suffice or if you need a printed letter. Thanks!

Jon

Dear Mayor City Council, City Manager, and City Planner:

I currently live in Farmington Creek Estates Phase III. I just became aware that a petition requesting Parcel #3 be made a building lot has come to your attention.

I strongly oppose any or all of Parcel #3 of Farmington Creek Estates Phase III becoming a building lot or being approved as anything but Open Space. The original design of this subdivision placed Parcel #3 as Open Space to preserve the openness of our community, as well as maintain the required density of .5 acre lots throughout the development.

My lot does not abut this Parcel, but I know that many of my neighbors in our subdivision, as well as my neighbors in the Farmington Park (by Fieldstone) paid a premium for their homes to be near this open space. It would be unfair and inappropriate to change the original intent of this land into anything but Open Space, and especially not a building lot.

A similar attempt was made for this Parcel a few years ago. At the time I was the HOA president for our neighborhood and I fielded MANY complaints in this regard - all opposing this land having ANY improvements or buildings placed there on. In addition, later on I received more complaints that the owner was trying to build a barn or farm structures on the land, including fencing the land for animal grazing. This activity violated our CCRs in our community, and while I know the city does not govern those covenants, we were able to convince the land owner that he was in violation and causing a nuisance to the neighbors and community, for which he ceased the activity.

Finally, I would ask the City Council and City Government to uphold the original purpose of this land on Parcel #3 in our community and keep it as Open Space in perpetuity as was intended by both the developer as well as the city government and Planning Commission at the time the development was approved.

Thank you for your consideration. If necessary I would be happy to voice these concerns in a public hearing or have this read to reflect my views on this matter.

Sincerely,

Jon Shurtliff  
891 Country Ln  
Farmington, UT 84025  
[Jon.Shurtliff@gmail.com](mailto:Jon.Shurtliff@gmail.com)  
801-529-7443

—  
Jon Shurtliff

[jon.shurtliff@gmail.com](mailto:jon.shurtliff@gmail.com)  
891 Country Lane  
Farmington, UT 84025  
801-529-7443



Holly Gadd <hgadd@farmington.utah.gov>

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## Notice of Plat Amendment for the Farmington Creek Estates III PUD Subdivision

1 message

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**Mark Holbrook** <mark@ncpayments.com>

Tue, Feb 14, 2017 at 10:45 PM

To: hgadd@farmington.utah.gov

Cc: eanderson@farmington.utah.gov

To Dave Peterson, Dave Millheim, Eric Anderson, City Council and to all others to whom this may concern,

I have been a resident on Country Lane since 2008, a Farmington resident since 2003 and we received this letter about the transfer of rights. We are Opposed to this transfer to Mr Olson for a variety of reasons, they are as follows:

- 1-We paid a premium to live in a community with open space
- 2-The developers cost of open space was baked into my lot price
- 3-My lot and others in the neighborhood currently drain into that open space and with development, this could case future flooding.
- 4-My value of my property with decline
- 5-Lose more privacy
- 6-This is a wetlands area and it will case irreparable harm to the plants and animals that use that for sustenance.
- 7-More housing density, with fieldstone development already on the back end of completion, this would further pack in more homes.
- 8-Wondering how this got on the agenda and pushed through so quickly with little to no community support or input
- 9-Our CCR's don't allow for structures in the open space.

Thank you for taking the time to review my thoughts on the matter and we are hopeful that you listen to residents that are to be affected by this.

Mark Holbrook

Direct: [801-923-8125](tel:801-923-8125)

Office: [801-335-5950](tel:801-335-5950) ext 122

Fax: [801-923-8125](tel:801-923-8125)

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377K

To:

Dave Peterson

Dave Millheim

Eric Anderson

And our City Council

1. I'm really hoping that this will not go through. The one reason that my husband and I chose this lot, was because we were told that it could never be build behind us, we paid a premium price just for that so we could always have it open behind us. We loved the country feel out here in Farmington houses were spread a little farther apart, and the loved the fact that we would always be able to enjoy that in this home. It's hard to know that we've invested all this money into this house, when that was our major deciding factor to have it just changed all the sudden. We can't pick our home and move it. It makes me sad to hear the city is even considering it, because they have a chance to make money on it.

1. That open space is used for our lots drainage. Mr Olsen had multiple loads of dirt bought in late November or early December right behind out property, that same week a big rain storm came and out basement flooded. I don't think that was a mere coincidence.
2. The mere fact of wanting keep some privacy, which again we already paid for. That's been the one saving grace with all the construction around us is knowing that, we have a small buffer the open space. One of the major reasons we moved to Farmington over 11 years ago was because we loved how open everything was.
3. Honestly I'm shocked that we are even having to talk about this. Has Farmington city losts it's integrity? We were promised that land would never be touched. We paid for that when we bought our lots. How can the city just decide to change its mind, without getting 75% of our neighborhoods

approval? Our own neighborhood had to do that when we opted to have the space that was designated as a park turned into a trail and a lot to finish off our street.

I'm really hoping that we can count on Farmington to listen to us that actually live here. I'm sure Mr Olsen can tell you a lot of good reason why he thinks this should be done. I'm sure at the end of the day the only thing he really cares about is \$\$\$\$. He downs that's to live with the outcome, he never has to even drive by it again if he chooses.

Thank you for taking the time to read our email, please listen to

us. 😊

Jenna Farnes.

I'll attach pictures taken on December 11, 2016. Of our flooded basement.

Sent from my iPhone









Holly Gadd <hgadd@farmington.utah.gov>

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## Objection to Plat Amendment for the Farmington Creek Estates III PUD Subdivision

1 message

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Tristin <btbeck@xmission.com>

Wed, Feb 15, 2017 at 6:12 PM

To: hgadd@farmington.utah.gov

To whom it may concern:

I would like to respectfully object to the TDR Proposal affecting Candland Olsen's property. I feel it will negatively affect the property value as well as creates a density issue. Moreover, I would hope that Farmington City would "hold their ground" on at least one piece of dirt left out here on the West side. Allow our city to stay beautiful by not packing in houses and filling in every last empty space.

Best Regards-  
Brent and Tristin Beck  
859 Country Lane



Holly Gadd <hgadd@farmington.utah.gov>

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## Re: Plat Amendment for Plat #3 on Farmington Creek Estates Phase III

1 message

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Jon Shurtliff <jon.shurtliff@gmail.com>

Thu, Feb 16, 2017 at 12:17 AM

To: Holly Gadd <hgadd@farmington.utah.gov>, Brett Anderson <bretta@blackburn-stoll.com>, Ben Barrus <ben@lotsandlistings.com>

Holly,

I do have one additional concern to bring up:

Our neighbors in the new Farmington Park Subdivision (a Fieldstone Development) have properties that do abut this Parcel #3 that is in consideration for a Building Lot.

From the ones we have spoken to, they did not receive a letter notifying them of this petition. They too paid a premium for their lots because their back yard faces this "open space" or "Nature Preserve" as was told them by their developer.

Can you look into why these citizens were not alerted? Their lots should be close enough to the land in question that they would be very concerned about this issue as well.

Thanks!

Jon

Jon Shurtliff  
891 West Country Lane  
Farmington, UT 84025  
Cell: 801-529-7443  
[jon.shurtliff@gmail.com](mailto:jon.shurtliff@gmail.com)

On Wed, Feb 15, 2017 at 8:48 AM, Jon Shurtliff <[jon.shurtliff@gmail.com](mailto:jon.shurtliff@gmail.com)> wrote:

Thanks! Have a great day!

Jon

Jon Shurtliff  
891 West Country Lane  
Farmington, UT 84025  
Cell: 801-529-7443  
[jon.shurtliff@gmail.com](mailto:jon.shurtliff@gmail.com)

On Wed, Feb 15, 2017 at 8:07 AM, Holly Gadd <[hgadd@farmington.utah.gov](mailto:hgadd@farmington.utah.gov)> wrote:

Jon,

This works just fine. I will make sure the City Council receives it.

On Tue, Feb 14, 2017 at 10:07 PM, Jon Shurtliff <[jon.shurtliff@gmail.com](mailto:jon.shurtliff@gmail.com)> wrote:

Holly,

Please find my written objection below. Please let me know if this will suffice or if you need a printed letter.  
Thanks!

Jon

Dear Mayor City Council, City Manager, and City Planner:



Holly Gadd <hgadd@farmington.utah.gov>

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## Notice of Plat Amendment for the Farmington Creek Estates III PUD Subdivision

1 message

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**Bernie & Shawna Josten** <sbjosten1@gmail.com>

Wed, Feb 15, 2017 at 11:48 AM

To: hgadd@farmington.utah.gov

To Ms. Holly Gadd; Mr. Dave Peterson; Mr. Dave Milheim; Mr Eric Anderson; Farmington City Council

This memo is in opposition to the proposal to amend the subject plat. The area in question was set up as green space for the Farmington Creek Estates. It is a wetland—there is a creek running right through it.

The area nicely sets off the properties of Farmington Creek, just as the bike path does on the other side. Breaking that distinction will negatively affect the property values of the development.

I also have process concerns. While I appreciate reviving the memo announcing this proposal, there was considerably more notice for the Fieldstone development on the west side of the plot in question. This proposal seems to be on a fast track, even though the residents of Farmington Creek Estates should already be on record opposing the development of one lot facing Glover Lane in parcel #3.

Thanks for your consideration.

Respectfully,

Bernard Josten  
803 County Ln  
Farmington, UT  
801-668-829



Holly Gadd <hgadd@farmington.utah.gov>

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## "Notice of Plat Amendment for the Farmington Creek Estates III PUD Subdivision".

1 message

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**floyd hansen** <garettfloyd@gmail.com>

Wed, Feb 15, 2017 at 10:02 AM

To: hgadd@farmington.utah.gov

- 
- To:
  - Dave Peterson (Community Development Director)
  - Dave Millheim (City Manager)
  - Eric Anderson (Associate City Planner)
  - City Council
  - Whom it may concern
- 
- I am against the proposal.
- The developers cost of open space was included in my lot price.
- CCR's don't allow structures in open space

How did this get on the agenda with no community input/support?



Holly Gadd <hgadd@farmington.utah.gov>

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## Notice of Plat Amendment for the Farmington Creek Estates III PUD Subdivision

1 message

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**Steven McPherson** <smcpherson74@gmail.com>

Wed, Feb 15, 2017 at 10:07 AM

To: hgadd@farmington.utah.gov

Cc: Amber McPherson <amber.mcpherson7@gmail.com>

Attn: Dave Peterson (Community Development Director)

Dave Millheim (City Manager)

Eric Anderson (Associate City Planner)

Farmington City Council

Subj: Notice of Plat Amendment for the Farmington Creek Estates III PUD Subdivision

To Whom it May Concern:

I am writing to express my strong opposition to the Transfer of Development Rights (TDR) on Parcel #3 of the Farmington Creek Estates III PUD Subdivision. My reasons for this are many but am mostly frustrated by the constant bait and switch mentality used by developers/owners. The primary reason my family and I moved to Farmington Creek Estates III was the open space. The property we purchased backs to parcel #3 and it has been appreciated every day. This open space adds to the charm of the bordering neighborhoods and makes Farmington what it is today. It provides natural upland and wetland habitat for fox, pheasant and waterfowl, and my kids have enjoyed countless hours hunting frogs here as well.

My family paid a premium to live in a neighborhood such as this one and a community such as Farmington, one with open space. The premium included many neighborhood amenities and promises that have fallen short to date. And in typical bait and switch fashion, this appears to be one more attempt to steal value from this community's residents. When is enough, enough. With the new subdivision that borders parcel #3 to the west, this is the last remaining open space that we have to enjoy. Allowing this TDR would eliminate all that is left, all that was promised, to the detriment of the residents and benefit of the developer/owner. One person gains, many Farmington residents lose. MANY! The precedent will be set and future developers/owners will cite this as an example of why they should be allowed a TDR.

Furthermore, development of parcel #3 will present numerous drainage issues as my property, in addition to many others, naturally drain to the parcel #3. Proper construction would require the elevation of the parcel to be raised, impacting the drainage, fence and landscape of bordering properties. Much of parcel #3 contains delineated wetlands which would also complicate development and interface with neighboring properties.

Speaking on behalf of my family and residents of our neighborhood, we are looking for Farmington to make the right decision here. One that best represents the people, ideas, values, dreams and culture that Farmington has to offer. I will not be able to attend the City Council meeting on Feb. 21 as I will be traveling for work but ask that this letter is shared with city officials and those who are evaluating this request. Thank you.

Regards,



Holly Gadd <hgadd@farmington.utah.gov>

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## Attached city Letter

1 message

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Peter Miller <peter@adcentiveswest.com>  
To: hgadd@farmington.utah.gov  
Cc: Chairl Miller <chairl@q.com>

Thu, Feb 16, 2017 at 11:49 AM

Dear City Recorder,

Peter and Chairl Miller are in opposition to the attached city letter and TDR. We are requesting to **NOT APPROVE** or amend the Farmington Creek Estates Phase 111 PUD Subdivision by establishing a building lot in the place of Parcel #3.

We are in OBJECTION to the Ohlson petition and proposal plat change. This is our written objection!

Regards,

Peter and Chairl Miller  
906 Country Lane  
Farmington, UT 84025  
[801-598-6427](tel:801-598-6427)  
[peter@adcentiveswest.com](mailto:peter@adcentiveswest.com)

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Holly Gadd <hgadd@farmington.utah.gov>

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## Plat amendment for Farmington Creek Estates III PUD Division

1 message

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**Jennifer Greenhalgh** <buzzandjeng@aol.com>  
To: hgadd@farmington.utah.gov

Thu, Feb 16, 2017 at 12:15 PM

Eric Anderson,

I am writing in reply to the letter I received regarding a proposed plat change in Farmington Creek Estates, where I am a home owner. I am requesting that a public hearing be held where I may voice my concerns to such a proposition.

As you may remember, my husband Buzz and I have spent tens of thousands of dollars to retain the water behind and to the south of our property (Lot 310) to prevent flooding. Although I have several concerns with this petition, the greatest is the compounding water problem which will be created.

Please reply and assure me this email has been received and that I will have an opportunity to speak to the city council in total opposition to this amendment.

Thank you,

Jennifer Greenhalgh  
741 Country Lane  
Farmington, UT

[\(801\) 425-5400](tel:(801)425-5400)



Holly Gadd <hgadd@farmington.utah.gov>

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## Farmington Creek Estates III

1 message

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Jeff Johnson <jjohnson@stayner.com>

Thu, Feb 16, 2017 at 3:51 PM

To: hgadd@farmington.utah.gov

Hi Holly, my name is Jeff Johnson. I live in Farmington Creek Estates III (653 South Country Lane) and this is my written OBJECTION to the letter I received where the city is working with Candy Olsen to turn our open space into a building lot. This land was set aside as open space and we paid a premium to live in a community where we believed I had a buffer from future development, and a little elbow room. Open space is something the city required of our developer and it is inconceivable that the city could now help facilitate a sale of that parcel for their financial gain. I'm not sure of all the details inside this deal, but this looks dirty from the outside. I would advise the city leaders to stay as far away as they can from this type of thing. It looks like you are creating money by stealing open space from your residents which they have already paid for.

--  
**Jeff Johnson**

CPA | Audit Partner

**Stayner Bates P.C**

p: 801-531-9100 d:801-842-0216

m:801-663-1116 f:801-531-9147

510 S 200 W Ste 200 Salt Lake City, Utah 84101



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CITY COUNCIL AGENDA

For Council Meeting:  
February 21, 2017

**S U B J E C T: Residences at Farmington Hills Final PUD Master Plan –  
Elite Craft Homes**

**ACTION TO BE CONSIDERED:**

See 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.



# 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: Eric Anderson, City Planner

Date: February 23, 2017

SUBJECT: **Residences at Farmington Hills Final PUD Master Plan**  
Applicant: **Jerry Preston – Elite Craft Homes**

### RECOMMENDATION

Move that the City Council approve the Final PUD Master Plan subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The developer must purchase property now owned by the City within the proposed development prior to recordation;
2. The applicant shall record a reciprocal access easement over the shared driveway prior to or concurrent with recordation of the final plat.

### Findings for Approval:

1. The proposed final PUD master plan meets the requirements of the subdivision and zoning ordinance.
2. The anticipated trail rights-of-way meet the 10% open space requirement for the PUD, in that only a small area of the project near 400 North will have the PUD overlay, and the developer is not seeking a bonus of lots over and above the lots allowed by the yield plan.
3. The primary responsibility of this small PUD is to maintain the common drive for lots near what is now the east end of 400 North Street.
4. The applicant has provided all of the requirements of Section 11-30-105 as part of final plat and the related improvement drawings.

### BACKGROUND

The Planning Commission approved Final Plat and recommended that the City Council approve the Final PUD Master Plan for the Residences at Farmington Hills Subdivision on January 19, 2017. The PUD portion of the Residences at Farmington Hills project is for three lots (201-203) near 400 North. Because of the grade of the road (Foothill Drive) leading up from 400 North to the rest of the Residences at Farmington Hills Subdivision, the drive approach from Foothill Drive to the homes is likely too steep, therefore the applicant is proposing to do a shared driveway for all three lots, which

requires a PUD overlay. As part of the applicant's open space requirement for a PUD subdivision, as set forth in Chapter 27 of the Zoning Ordinance, the applicant has provided two trail easements (one on the north end of the property and the Flag Rock Trail to the south). Although the open space is not within the boundaries of the PUD subdivision, Section 11-27-155 states: "*Any waiver of the required minimum conservation land dedication shall require comparable compensation, off site improvements, amenities or other consideration of comparable size, quality and/or value.*" In this case, the off-site trail easements were determined by the City Council and Planning Commission to be more valuable than the required conservation land of approximately 6,100 square feet that would be provided within the PUD, and a waiver was approved at preliminary PUD master plan and preliminary plat.

The Planning Commission recommended that the final PUD master plan be approved because it is consistent and conforms to the approved preliminary PUD master plan.

Supplemental Information

1. Vicinity Map
2. Final PUD Master Plan

Applicable Ordinances

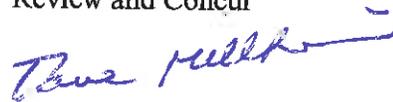
1. Title 11, Chapter 7 – Site Development
2. Title 11, Chapter 11 – Single Family Residential Zones
3. Title 11, Chapter 27 – Planned Unit Development (PUD)

Respectfully Submitted



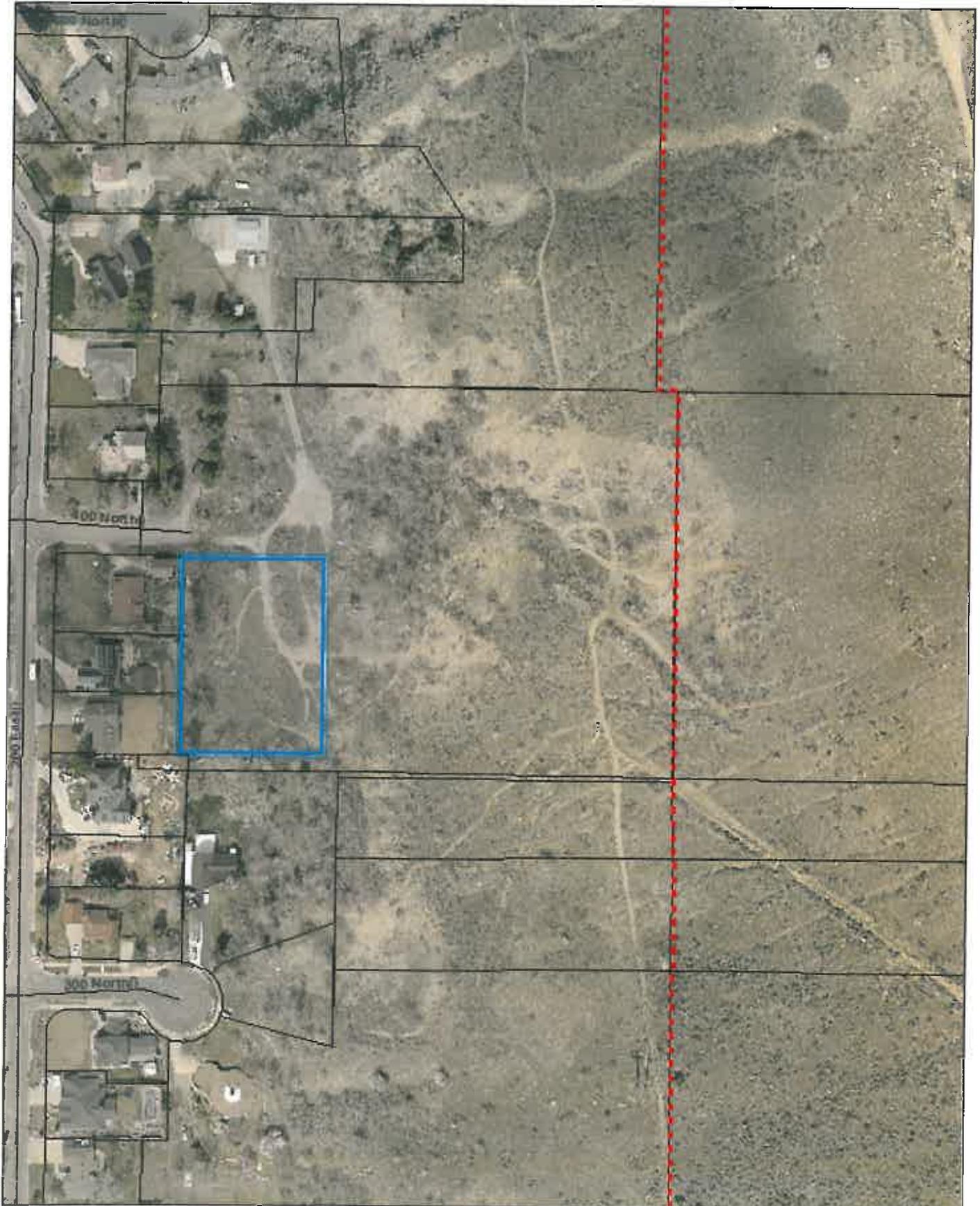
Eric Anderson  
City Planner

Review and Concur



Dave Millheim  
City Manager

# Farmington City





**CITY COUNCIL AGENDA**

For Council Meeting:  
February 21, 2017

**S U B J E C T: Property Trade for Property Located at 100 North 600 East Related to Farmington Hills Subdivision**

**ACTION TO BE CONSIDERED:**

See staff report for recommendation.

**GENERAL INFORMATION:**

See enclosed staff report prepared by Dave Millheim.

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: Dave Millheim, City Manager

Date: February 17, 2017

**SUBJECT: PROPERTY TRADE FOR PROPERTY LOCATED AT 100 NORTH  
600 EAST RELATED TO FARMINGTON HILLS SUBDIVISION**

### RECOMMENDATIONS

1. Per the attached exhibits, declare .998 of an acre (43,486 s.f.) of city property surplus which are portions of city parcels in the Residences at Farmington Hills and certify these parcels have no identified public purpose.
2. Approve the sale of these parcels to Mr. Jerry Preston for a total of \$41,916 to be paid to Farmington City before any construction may take place.
3. Per the attached exhibit, accept the parcels into City ownership which are portions of parcels B and C totaling 63,240 square feet for expansion of City water tank site (parcel B) and trailhead parking lot (parcel C).
4. Per the attached exhibits, accept into City ownership the donation of trail easements totaling 15,557 square feet.
5. Approve Mr. Preston receive a credit of \$18,645 towards his purchase price in #2 above for the purposes of providing road base and asphalt for 5,650 square feet in the trailhead parking lot on parcel C. Such paving will be completed prior to any building permits being issued for homes in the subdivision.

### BACKGROUND

After considerable debate and study, the City approved The Residences at Farmington Hills. This subdivision approval included a number of property trades between the developer and the City to facilitate access roads, trail easements and expansion of our water tank site in and near the subdivision. These property trades are all identified on the attached map and are of benefit to the City. All of these property trades are a condition of the Final Plat recording and staff recommends approval.

Respectfully Submitted

Dave Millheim  
City Manager

Farmington city  
City council Attn:  
Dave Millheim

Farmington City (Farmington Hills Property)  
Total Existing acreages- 3.03 acreage.

DESCRIPTION AREA (sq. ft.)

FARMINGTON CITY EXISTING PARCEL 3.03 acres	131,977 Sq. ft.
Farmington city to keep as per Parcel B of exhibit	<u>25,251 Sq. ft.</u>
Balance of Property -Total to sell or trade	106,726 Sq. ft.

Trade and purchase as per approved Subdivision plan.

Farmington City Property to sell or trade balance	106,726 Sq. ft.
Developers property to trade to be a part of parcel B	-36,311 Sq. ft.
Developers property to trade to become Parcel C	<u>-26,929 Sq. ft.</u>
Balance to be purchase from Farmington City	43,486 Sq. Ft.

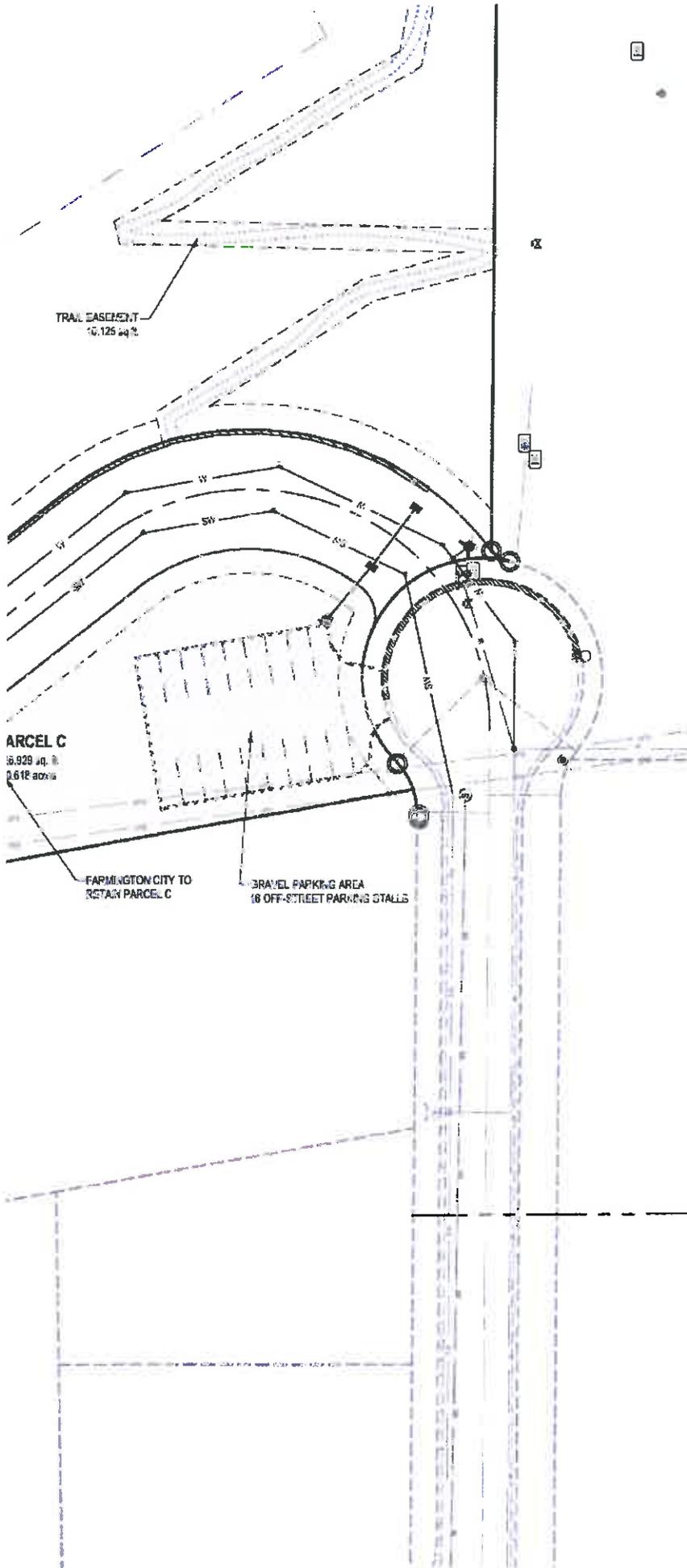
Purchase from Farmington City .998 Acres at 42,000.00 per acre _____	\$41,916.00
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TRAIL EASEMENTS (TOTAL 15,557 Sq.) We are donating trail easement as part of the subdivision and for part of exchange if we need to use the parking area as detention.

PARKING:

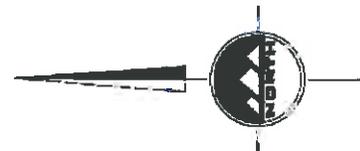
5,650 Sq. asphalt and road base with grading: @ \$3.30 Sq. \$18,645.00



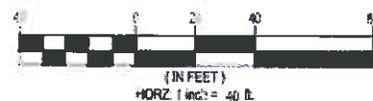


AREA TABLE	
DESCRIPTION	AREA (sq. ft.)
TOTAL FARMINGTON CITY PARCEL	131,977
PARCEL B - TO FARMINGTON CITY	58,562
PARCEL C - TO FARMINGTON CITY	73,929
TRAIL EASEMENTS (TOTAL)	15,557

# RESIDENCES AT FARMINGTON HILLS



HORIZONTAL GRAPHIC SCALE



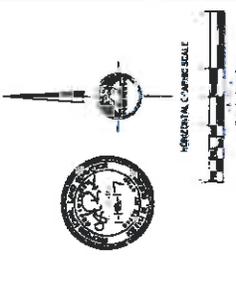
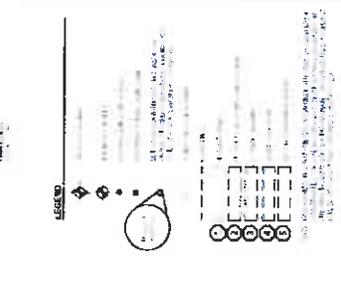
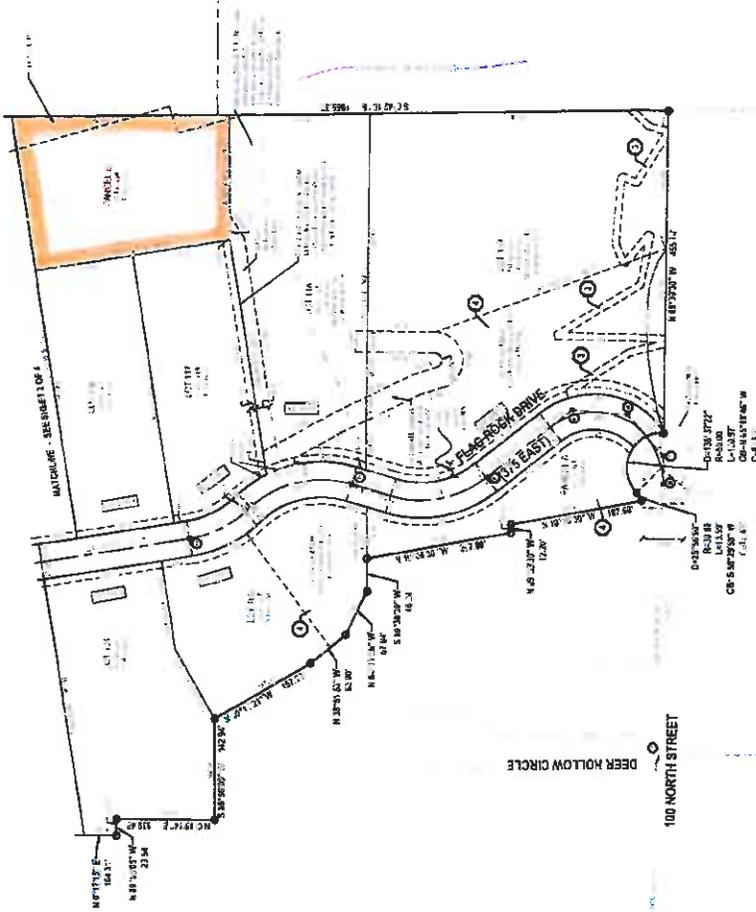
APPROVED FOR CONSTRUCTION

PROJ

PROJECT N  
DATE:  
DRAWN BY  
M. CLARKE  
PROJECT N  
PROJECT

**RESIDENCES AT FARMINGTON HILLS SUBDIVISION**

LOCATION IN THE SOUTHWEST QUARTER  
OF SECTION 16,  
TOWNSHIP 3 NORTH, RANGE 1 EAST,  
SAND LAKE TOWNSHIP, BERKSHIRE  
COUNTY, MISSOURI



**ENSIGN**

RESIDENCES AT FARMINGTON HILLS SUBDIVISION

DAVIS COUNTY RECORDER

SHEET 2 OF 4

KRR

February 8, 2017

L-2162

**Parcel B, Residence at Farmington Hills Subdivision Description**

Beginning at a point South 89°42'45" East 140.91 feet along the monument line in 400 North Street to the quarter section line and South 1°07'20" East 896.63 feet along the quarter section line and East 1089.96 feet from a Farmington City Street Monument in the intersection of 200 East Street and 400 North Street, with a Basis of Bearing being the monument line in 200 East Street with a bearing of South 0°17'15" West, a record distance of 2382.33 feet and a measured distance of 2382.83 feet from the Farmington City Street Monument in the intersection of 200 East Street and 400 North Street to a Farmington City Street Monument in the intersection of 200 East Street and State Street, (said monument in 200 East Street and State Street being South 89°53'30" West 217.84 feet along the quarter section line and North 0°04'00" West 99.68 feet to the monument line in State Street and South 89°38'15" East 16.50 feet along the monument line in State Street from the Center of said Section 19, Township 3 North, Range 1 East, Salt Lake Base and Meridian as shown on the Farmington Townsite Resurvey plat, and the point of beginning also being South 1°07'20" East 1068.19 feet along the quarter section line and East 1089.96 feet from the North Quarter Corner of Section 19, Township 3 North, Range 1 East, Salt Lake Base and Meridian, said North Quarter Corner of Section 19 being North 0°17'15" East 170.30 feet, Record Distance on the Farmington Townsite Resurvey along the monument line in 200 East Street to the section line and South 89°58'58" East 136.69 feet (Record Bearing and Distance on the Farmington Townsite Re-Survey plat being South 89°57'10" East 135.51 feet along the section line from said Farmington City Street Monument in 200 East Street and 400 North Street, and running;

Thence North 80°49'38" East 220.12 feet;

Thence South 0°42'16" East 309.55 feet;

Thence South 89°21'28" West 176.49 feet;

Thence South 9°10'22" West 280.00 feet to the point of beginning.

Contains 58,132 square feet, 1.335 acres.

## CITY COUNCIL AGENDA

For Council Meeting:  
February 21, 2017

### **SUBJECT: Minute Motion Approving Summary Action List**

1. Animal Control Agreement with Davis County
2. Farmington Hills Water Tank Engineering Design
3. Farmington Water Master Plan Update
4. Approval of Minutes from January 7, 2017

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



# FARMINGTON POLICE DEPARTMENT

City Council Staff Report

*Chief Wayne D. Hansen*

To: Honorable Mayor and City Council

From: Wayne Hansen, Police Chief

Date: February 13, 2017

**SUBJECT: ANIMAL CONTROL CONTRACT WITH DAVIS COUNTY**

## **RECOMMENDATIONS**

Approve the current amendment for animal control services with Davis County.

## **BACKGROUND**

This amendment is for the 2017 calendar year for animal control services with Davis County. The terms of service have not changed. We do have an increase in cost which is due to a higher number of calls relating to domestic animals. This is done on a rolling average and could go up or down each year based on the past years call numbers. We receive good service from Davis County and they are responsive to our needs and concerns.

Included in this contract are services for managing both domestic animal issues as well as certain wildlife related situations that arise from time to time. There is also a provision for upgrading and improving infrastructure at the animal shelter. This is based on a percentage of each cities' usage of animal control services and facilities.

Farmington's costs for this contract are as follows:

Domestic Animal services	45,766.92
Wild animal services	5,768.00
Capital Improvements	3,233.07

The yearly total is 54,767.99 which is approximately 9,000.00 over last year. The amendment is included with this report. I recommend that we approve this amendment as written and proposed.

Respectfully Submitted

*Wayne Hansen*  
Wayne Hansen  
Police Chief

Review and Concur

*Dave Millheim*  
Dave Millheim  
City Manager

**AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES**

This Amendment No. 1 to Interlocal Cooperation Agreement for Animal Services (this "Amendment No. 1") is made and entered into as of January 1, 2017, by and between Davis County, a political subdivision of the state of Utah (the "County"), and Farmington City, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" herein.

**RECITALS**

This Amendment No. 1 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-232 (the "Agreement"); and
- B. The Parties, through this Amendment No. 1, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 1, the Parties do hereby agree as follows:

- 1. **Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:**

**EXHIBIT A**

The City's 2017 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2017 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,630,576
	Operating:	\$316,581
	Capital Equipment:	\$42,900
	Allocations:	+ 105,490
	Total Expenditures:	\$2,095,547
Projected 2017 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000
	Shelter Fees:	\$190,000
	Surgical Fees:	\$45,000
	Wildlife Fees:	\$37,929
	Donations:	+ \$11,500
	Total Revenues:	\$504,429
Projected 2017 Expenditures Less Projected 2017 Revenues:		\$2,095,547 - \$504,429 \$1,591,118
Combined Cities' 50% Obligation:		\$1,591,118 x 0.50 \$795,559
Average of the City's Total Billable Calls for 2015 and 2016:		610
Average of Combined Cities' Total Billable Calls for 2015 and 2016:		10,604
The City's 2016 Usage Rate:		610/ 10,604 5.7528%

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
The City's 2017 Calendar Year Obligation to the County:		\$45,766.92

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2017 calendar year obligation to the County for  
wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City's Wildlife Calls for 2016:	224
Cost to City for Each Wildlife Call in 2016:	\$25.75
The City's 2017 Calendar Year Obligation to County for Wildlife Calls:	\$5,768.00

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2017 calendar year obligation to the County for  
the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2017 Obligation of the Combined Cities:	\$56,200.00
The City's 2016 Usage Rate:	5.7528%
The City's 2017 Calendar Year Obligation to the County:	\$3,233.07

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

2. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 1, the terms and conditions of the Agreement shall remain in full force and effect.
3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives on the dates indicated below.

<b>DAVIS COUNTY</b>	<b>FARMINGTON CITY</b>
By: _____ Chair, Board of Davis County Commissioners	By: _____ Mayor
Date: _____	Date: _____
ATTEST:	ATTEST:
_____ Davis County Clerk/Auditor	_____ City Recorder
Date: _____	Date: _____
APPROVED AS TO FORM AND LEGALITY:	APPROVED AS TO FORM AND LEGALITY:
_____ Davis County Attorney's Office	_____ City Attorney
Date: _____	Date: _____

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



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: Chad Boshell, City Engineer  
Date: February 21, 2017  
SUBJECT: Farmington Hills Water Tank Engineering Design

### RECOMMENDATION

Approve the contract and award the Farmington Hills Water Tank engineering design work to Hansen Allen and Luce for the amount of \$49,000.

### BACKGROUND

The City received 7 proposals from engineering firms to design the Farmington Hills Water Tank. The project will design a new 2 million gallon water tank that will replace an existing 100,000 gallon tank. The new tank will resolve existing storage deficiencies in the surrounding area of the tank and in the west side of town. The proposal review committee looked at cost, experience of the company, capability of the engineers, and schedule to determine the best firm to complete the work. It is recommended that Hansen Allen and Luce be awarded the project. The project will be paid from both the water utility fund and impact fees.

### SUPPLEMENTAL INFORMATION

1. Proposal
2. Contract

Respectively Submitted

A handwritten signature in blue ink that reads "Chad W. Boshell".

Chad Boshell  
City Engineer

Reviewed and Concur

A handwritten signature in blue ink that reads "Dave Millheim".

Dave Millheim  
City Manager



SALT LAKE AREA OFFICE  
 6771 SOUTH 900 EAST  
 WESTFIELD, UTAH 84047  
 PHONE (801) 546-0099  
 FAX (801) 546-8851  
[www.hansenallenuce.com](http://www.hansenallenuce.com)

Chad Boshell, PE  
 Farmington City  
 720 West 100 North  
 Farmington, UT 84025

January 20, 2017

RE: Proposal for Engineering Services –2 Million Gallon Tank Project

Dear Selection Committee:

Farmington City requires a new 2.0 Million Gallon Tank to support to replace an existing 100,000 gallon tank and to support ongoing growth. Hansen, Allen & Luce, Inc. (HAL) as tank design and water resource experts is very interested in performing this work and are the most qualified for this project. We request that you select HAL for the following reasons.

- **HAL provides extensive experience.** The HAL Team has provided this type of service for numerous similar projects in the last decade. Tavis Timothy, HAL's proposed project manager, has over 20 years of water related project experience and has served as project manager/engineer on 21 water storage tanks with capacities up to 4 MG.
- **HAL plans are complete and provide lower costs at bidding and fewer change orders as identified by reputable Contractors.** HAL recently had three of the major tank contractors in the area (ProBuild, Absolute and Gerber) indicate that because of the level of detail in HAL's drawings, they put significantly less contingency in their bids than they do with other firms. Letters from these three contractors are included in our proposals appendix. Therefore, while less engineering effort results in less design costs, less engineering effort results in greater contingencies in bids and more significant change orders during construction. On a number of occasions HAL has had Contractors express appreciation for the level of detail included in our design drawings that greatly facilitates the Contractors in better preparing their bids. PLEASE contact HAL references on past projects.

Key Contact

**Project Manager: Tavis Timothy, P.E.**  
 801-216-8890  
[ttimothy@hansenallenuce.com](mailto:ttimothy@hansenallenuce.com)

Sincerely,

HANSEN, ALLEN & LUCE, INC.



Marvin E. Allen, P.E.  
 Managing Principal



# FARMINGTON CITY 2.0 MG WATER TANK PROJECT



## Proposal for Engineering Services

### 2. PROJECT TEAM:

Hansen, Allen, and Luce, Inc. (HAL) has assembled a project team of expert professionals that are prepared to complete the requirements for the design and construction management of this important project. The members of the project team were carefully selected to meet the needs of the Farmington City 2.0 Million Gallon Water Tank Project. Key team members have specific experience in planning, designing, permitting, and providing engineering services during construction for drinking water storage reservoirs.

Each team member has specialized qualifications and experience that will ensure the success of the project. Resumes are provided in the appendix.

All team members are available to work on the Farmington City 2.0 Million Gallon Water Tank Project and meet the proposed schedule.

Education, Licenses, and Certifications	Relevant Work Experience
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**Marv Allen, PE – Principal in Charge (75-85% Availability for Project)**

#### Education

MS, Civil & Environmental Engineering, Utah State University

BS, Civil & Environmental Engineering, Utah State University

Registration: Professional Engineer, UT, NV, AZ

Years of Experience: 37

Over 37 years of experience in water related engineering projects throughout the intermountain west. He has served as project manager for four culinary water storage tanks completed for South Jordan including: 1) a 4 MG culinary water storage tank completed in 2010), 2) two - 5 MG (Each) culinary water storage tanks (completed in 2005 and 2006), and 3) a nearly 8 MG rectangular culinary water storage tank (completed in 2010). The 8 MG tank also included complete landscaping of the site as an extension to an existing park. Marv is also project manager for another 5 MG tank for South Jordan that is currently being designed. He also served as project manager for two culinary water storage tanks completed for Midvale City in Sandy City, including: a 4 MG and 2.5 MG culinary water storage tanks completed in 2009 and 2012, respectively. He was also project manager for a 2.0 MG culinary water storage tank for Layton City, which is a post-tensioned tendon type tank that was completed in 2013. Marv was also Project Manager for a 5.0 MG post-tensioned tendon type tank for the Granger-Hunter Improvement District. Construction of that project is nearly complete. The project includes demolition of two old tanks on the same site, one of which was kept in service until the new tank was completed. The design included two alternative bids – one for a post-tensioned tendon tank and the other a DN type tank. The tendon tank alternative was more economical and was used for construction. Marv is also PIC for two post-tensioned tendon tanks for Provo City. These tanks have capacities of 4 MG and 6 MG and are currently under construction.

# FARMINGTON CITY 2.0 MG WATER TANK PROJECT

## Proposal for Engineering Services



**Tavis Timothy, PE – Project Manager** (75-85% Availability for Project)

**Education**

BS, Civil Engineering, University of Utah

**Registration:** Professional Engineer, UT, WY

**Years of Experience:** 20

Tavis has over 20 years of water related project experience with a strong background in all aspects of municipal utility engineering including municipal water system design, water master planning, and water system hydraulic analysis. He has served as project engineer or manager on 21 water storage tanks with capacities up to 4 MG. His most recent tank design was a 4.0 MG tank for Provo City that is a post-tensioned tendon design. This project is currently under construction. The majority of the tanks Tavis has designed were on a steep slope that required special attention to grading.



**Jason Bradford, PE – Project Engineer** (75-85% Availability for Project)

**Education**

MS, Civil & Environmental Engineering, Utah State University

BS, Civil & Environmental Engineering, Utah State University

**Registration:** Professional Engineer, UT

**Years of Experience:** 12

Mr. Bradford is an associate at Hansen, Allen & Luce and has over 12 years of engineering experience in the design of water related civil engineering projects, specifically tank and pipeline projects. He is extremely proficient at using AutoCAD Civil 3D software in the design of these projects. Mr. Bradford also has experience preparing the specifications, bid documents, cost estimating and managing the construction of projects. Jason has worked on designs of 12 water storage tanks. He recently assisted with design of the 4.0 MG & 6.0 MG Provo tanks.

### Subconsultants:

HAL has well-established working relationships with a number of specialty subconsultants, which allows us to provide comprehensive professional services to complete a wide variety of projects. We have worked with these firms for many years and share common values with respect to meeting our client's needs. For the 2.0 MG Tank Project we will use the subconsultants listed below.

**Geotechnical: Geostrata.** The geotechnical investigation will be performed by Geostrata. Geostrata has completed the geotechnical investigation for the adjoining development and is performing a fault study for the site. Mark Christensen, PE will be providing the professional geotechnical engineering.

**Structural Engineering: Dean Webb Associates.** The structural evaluation and design for the tank, including seismic design, will be completed by Dean Webb and Robert Conder of Dean Webb Associates. Dean Webb Associates has performed the structural design for all of the projects listed above under Mr. Allen.

**Landscape Design: E.A. Lyman Associates.** Eric Lyman will prepare the landscape plan for the site. Mr. Lyman has over 29 years of experience and prepared the landscape plans for the Provo Tanks, South Jordan 8 MG tank and the Midvale 4 MG and 2.5 MG tanks.

## Proposal for Engineering Services

### 3. CAPABILITY OF THE CONSULTANT:

Within the past 5 years HAL has provided designs and engineering services during construction for **10 drinking water storage reservoirs** with capacities ranging from **0.5 to 6.0 million gallons**. All but two of these tanks have capacities greater than 2 million gallons. HAL is a respected engineer that provides **detailed drawings that decrease the likelihood of construction change orders**. We are trusted by numerous Cities and Water Districts to provide tank designs along with local tank contractors. We have attached in the appendix letters from some of these Contractors as a testament.

Established in 1974, Hansen, Allen & Luce, Inc. (HAL) has been serving the needs of the water community for 43 years. We appreciate the long-term relationships we have established in government and industry throughout the region.

Over its history HAL has been a respected Utah leader in water resources engineering. During that time HAL has worked for over 400 clients on over 3,000 water projects.

HAL has recently been recognized as an industry leader in water resources engineering with several awards including those shown at the right.

**HAL specializes in drinking water projects, secondary water and irrigation projects, sanitary sewer projects, and storm water projects for municipalities and government entities. By choice, over 85% of our work is for municipal clients; water, sewer, or storm water special districts; or County or State Agencies. Most of the other 15% of our work is for industrial clients in providing similar services. We choose to focus on the municipal side and not the development side.**

**2015 & 2016 Best of State – Awarded by the State of Utah Best of State organization for HAL's achievement, innovation, creativity, and contribution to the quality of life in Utah in the field of Civil Engineering.**



**2015 Public Works Project of the Year – Awarded by the American Public Works Association (APWA) Utah Chapter for HAL's innovative engineering work with Logan City.**



**2015 Energy Innovator of the Year – Awarded by Utah Governor Gary R. Herbert in the 2015 Governor's Excellence in Energy Awards for HAL's advancement of water and energy efficiency in water utilities.**



HAL offers directly applicable drinking water system design and construction experience. Our project team has successfully completed many drinking water projects including tanks, pipelines, wells, and pump stations. Our experience covers all phases of project implementation including planning, permitting, design, construction observation, and QA/QC. HAL has an established relationship with the Utah Division of Drinking Water. We have a working knowledge of current drinking water regulations and design requirements.

### Previous Similar Projects:

Examples of previous similar projects are shown on the next page.

## HAL TYPICAL EXPERIENCE: WATER TANK DESIGN

Project	Description
<p><b>4 MG and 6 MG Water Tanks</b>                      PROVO CITY                      Utah County, Utah</p> 	<p>Provo City retained HAL to provide a detailed analysis of their water system. HAL proposed storage locations and to identify required piping modifications to the system. This analysis, HAL was selected by the City to assist with the design, and providing storage tanks and transmission pipelines. HAL provided conventionally-reinforced tanks. Bidders were allowed to bid on either or both designs. For both tanks the project was completed. For the 6 MG tank, which is principally above grade, a form liner inset is being used for the exposed tank.</p> <p><b>Construction Bid Amount: \$9,119,228 Final Construction Cost: Not Available Completed</b></p>
<p><b>5.0 MG Tank and 30" Waterline</b>                      KEARNS IMPROVEMENT DISTRICT                      Salt Lake County, Utah</p> 	<p>Kearns Improvement District had two existing older concrete storage tanks with a concrete Maintenance Shops complex located at 5350 West 5400 South. The District desired the site in keeping with master plan recommendations prepared by HAL. The project required design and construction of a new 5 MG tank on the existing site, as well as a new 30-inch-of-way on 5400 South. The project scope included assisting the District in the selection of the tank and pipeline, with accompanying facilities, coordination and permitting with the state during bidding and construction. <b>Construction Bid Amount: \$5,192,566 Final Construction Cost: \$5,192,566 Completed</b></p>
<p><b>5 MG Zones 7 &amp; 8 Tank</b>                      SOUTH JORDAN CITY                      Salt Lake County, Utah</p> 	<p>This project includes the design and construction of a 5 MG buried circular water reservoir, currently about 60% complete and includes the reservoir, valve vault, a connection to an existing reservoir, and a 30" diameter outlet pipeline. The project also includes extension of an existing reservoir. Hansen, Allen &amp; Luce is currently assisting the City with the rigorous permitting process. The design also includes a valve vault, piping, and emergency overflow.</p>
<p><b>Collinston Water Project</b>                      BEAR RIVER WATER CONSERVANCY DISTRICT                      Box Elder County, Utah</p> 	<p>The Collinston Water Project was constructed to supply water to residents along Highway 12. Prior to the project, residents used private wells and springs. Maximum quality of water. The project provides a reliable supply of good quality water to the area. The project included two 500,000 gallon concrete reservoirs, two pump stations, a blending and distribution system. <b>Construction Bid Amount: \$863,424 Final Construction Cost: \$851,400 Completed</b></p>
<p><b>Winder Tank</b>                      GRANGER-HUNTER IMPROVEMENT DISTRICT                      Salt Lake County, Utah</p> 	<p>UDOT's construction of the Mountain View Corridor created a conflict with an existing 2 MG steel tank. HAL retained HAL to provide design and engineering services during construction for a new 4 MG rectangular, reinforced concrete, buried reservoir; valve vault with water piping; and demolition and removal of the existing 2 MG steel tank. <b>Construction Bid Amount: \$2,738,142 Final Construction Cost: \$2,816,795 Completed</b></p>
<p><b>2.5 MG Reservoir Design</b>                      MIDVALE CITY                      Salt Lake County, Utah</p> 	<p>This project involved the design and construction of a buried circular 2.5 million gallon reservoir. The project included the reservoir, valve vault, and new 16" diameter inlet supply pipe. Hansen, Allen &amp; Luce assisted Midvale City with the rigorous permitting process of obtaining a concrete permit, a geotechnical evaluation of the site, design of the reservoir, valve vault, electrical design and construction, tying into the City's existing SCADA system and per Sandy City requirements. <b>Construction Bid Amount: \$1,701,854 Final Construction Cost: \$1,738,759 Completed</b></p>
<p><b>Oakridge Tank and Booster Station</b>                      LAYTON CITY                      Davis County, Utah</p> 	<p>Layton City had an existing 1.5 MG storage tank that is to be replaced with a new 2 MG tank, and a booster pump station to lift water from the new tank into the existing 2 MG tank by VSL. HAL's services included site surveying, geotechnical with associated valve vault and piping, and services during bidding and construction sequencing construction such that the tank could be in place for the high demand summer season. <b>Construction Bid Amount: \$2,283,062 Final Construction Cost: \$2,324,850 Completed</b></p>
<p><b>2.3 MG Reservoir Design</b>                      DRAPER CITY                      Salt Lake County, Utah</p> 	<p>Draper City is one of the fastest growing cities in Utah. Draper retained HAL to complete the design and construction of a 2.3 MG reservoir. Recommendations were made for system improvements to include new storage tanks and realignment of pressure zones. Subsequent to the master plan Draper retained HAL to complete the design and construction of a 2.3 MG reservoir. <b>Construction Bid Amount: \$1,742,569 Final Construction Cost: \$1,818,251 Completed</b></p>

# FARMINGTON CITY 2.0 MG WATER TANK PROJECT

## Proposal for Engineering Services



### General References:

**Mr. Brad Stapley**  
Public Works Director  
Springville City  
(801) 491-2780

**Mayor Mark Thompson**  
Mayor  
City of Highland  
(801) 756-5751

**Mr. Jeremy Lapin**  
Public Works Director  
City of Saratoga Springs  
(801) 766-6506

### Work Quality and Cost Control Procedures:

#### Quality Control Practices

Through the years HAL has developed a series of Policies and Procedures which help us attempt to achieve excellence in everything we do. The following elements are included in our Quality Assurance/Quality Control (QA/QC) Plan:

- Hiring individuals with superior education and experience
- Continuing education for all staff
- Project Management Guidelines
- Written Communication Standards
- Standard Engineering Computation Procedures
- Standard Design Drawing Details
- Standard Construction Legal Documents (developed by the American Consulting Engineers Council in conjunction with the Engineers Joint Documents Committee)
- Standard Construction Technical Specifications (developed by the Construction Specifications Institute)
- Standard Review Procedures for all engineering projects

#### Quality Control Organization

Project quality is an extremely important aspect for all projects completed by HAL. Quality Assurance / Quality Control (QA/QC) for this project will be completed in accordance with the detailed requirements identified in HAL's "Project Management and Quality Assurance/Quality Control Guidance Document." Project quality is controlled via two types of project reviews, 1) the QC reviews performed by the project manager and/or project engineer, and 2) the independent QA reviews, performed by the Corporate QA Manager or a qualified senior level engineer assigned by the QA Manager.

#### Cost Control Procedures

HAL uses Ajera accounting software to track project costs and to prepare client invoices. All employees are required to enter their time daily. Project budget reports can be generated by our Project Managers on demand. Our accounting month runs from the 16th to the 15th of the following month. This allows our invoices to be in the client's offices near the 1st of the month so that invoices can be processed in a timely manner. Our invoices include a Statement Letter which typically discusses the engineering efforts completed during the invoice period, which the client can compare to the contracted scope of work, project budget and project schedule.

## Proposal for Engineering Services

### 4. UNDERSTANDING OF THE PROJECT

After attending the preproposal meeting, coordination with Farmington Staff, review of the City's model and preliminary grading of the tank site, HAL understands the complexities of this project. Farmington City is proposing to construct a new 2.0 million gallon concrete storage tank, which would replace an existing 100,000 gallon water storage tank. The City would like this new tank at a higher HGL than the existing tank. HAL has reviewed the site utilizing existing LIDAR. We have also reviewed the existing water model to determine the required intricacies for placing the tank at a higher elevation. To the right we show the preliminary site.

### KEY PROJECT ISSUES

There are four key issues that must be addressed in order to maximize the success of this project. These include: 1) preparation of a set of plans and specifications that allows the Contractors to bid with minimal risk and alleviating possible change orders during construction, 2) maintain schedule to allow for completion of the tank before the end of the year, 3) design the tank while considering the visual impacts and 4) place the tank at an appropriate elevation and have a suitable transmission line size to provide for peak demands.

**Plan and Specifications Preparation** – Design and construction of a concrete water tank requires much care and expertise to avoid construction problems and change orders. One of the paramount ways to avoid problems is to use engineers and contractors who are experienced with the design and construction of the type of tank being considered. HAL and the proposed team have designed and overseen construction for many tanks along the Wasatch Front. As verified by Gerber Construction, Probuild and Absolute Contractors, three local competent tank contractors, **HAL plans are complete and result in less risk** for the Contractors. Letters from these contractors are included the appendix. Less risk in bidding equals lower construction prices with fewer change orders. HAL will also conduct a contractor pre-qualification process to allow contractors to bid the project only if they are qualified based on experience with similar-sized tanks.

**Maintain Schedule to Bid** – HAL has the resources to complete the design of the tank project within the required time constraints. HAL has recently completed a similar size tank and will utilize the structural and details from this tank as a template to expedite the design. Having designed numerous tanks (15+) over the past ten years, HAL understands the DDW standards. During DDWs recent review of five tanks overseen by Tavis Timothy, they were all granted plan approval at the first review, thus saving valuable time.

**Consideration of Visual Impacts** – The location of the tank above existing and future residences and also its location relative to I-15 traffic requires consideration of the tank's visual impacts. HAL has extensive hill side experience and will assist in lessening the visual impacts of the tank with landscaping and possible staining. After reviewing the grading for the tank, should it be buried, we have concluded that it would be very difficult due to property restraints. We recommend having an exposed face. We are currently involved with a Provo Tank that has had the same requirements. We have worked with the City and Contractor to utilize stained concrete and a form liner.

**Placement of Tank at the Correct HGL & Appropriate Transmission Size** – HAL has reviewed the City's model and understands that there is an existing tank within the same zone as the proposed tank. It is our experience that placing the tank overflows at the same elevation simplifies overall system operations and allows the City to fully utilize the tank storage. However, if the City would like the tank to be placed higher, we can assist in developing strategies for efficient system utilization of the tank. Our experience in planning has found that to fully utilize storage during peak and fire flow demands that the transmission line must have sufficient capacity to overcome losses. Our review is that an 18-inch pipe compliments a 2MG Tank. We can assist the City in further review of the line size.

### 5. DETAILED WORK PLAN:

Following is a detailed description of the work plan for managing, performing and accomplishing the project by task and subtask.

#### Phase 100 Preliminary Design

The most important task for the project is to place the tank in the proper location. The City would like the tank at the highest possible elevation on the city-owned property. The site will also need to balance the cost of excavation and access. Our team has prepared numerous site selection analyses and within the last 36 months sited eight tanks within hillside areas. LIDAR data will be utilized to evaluate grading feasibility. We will use Autodesk Civil 3D software to provide grading plans for the site.

HAL has recently bid out a number of tanks with different types of tank construction. It is our experience that the pre-stressed or post-tensioned (DN Tank or VSL Tank) is only cost effective for tanks over **three million gallons**. It is our recommendation to design a conventional tank and then bid a post tensioned tank as an alternative. Subtasks for preliminary design include:

1. Hold a project kick-off meeting with City personnel to review project scope and objectives.
2. Perform geotechnical investigations at the tank site and prepare a report with the findings.
3. Utility companies will be contacted in order to prepare a complete base utility map.
4. Utilizing Civil 3D prepare preliminary grading plans for the site and develop excavation and backfill quantities. Incorporate the visual impact of the tank and provide options for bury.
5. Meet with City personnel to present, review, and receive comments on the preliminary design information and reports.

#### Phase 200 Design Phase

This phase includes preparation of the drawings, specifications and construction documents for the tank, valve vault and site improvements, including landscaping. This phase assumes that HAL will not be required to assist with easement acquisition or conditional use requirements. HAL will obtain a construction permit from the Utah Division of Drinking Water. HAL works well with DDW and understands all of the state rules. The last four tanks overseen by Tavis Timothy have received plan approval by DDW without any revisions to the submitted drawings. Specific subtasks are below:

1. Update the base map with survey data provided through GPS survey. Incorporate planned access grading.
2. Perform final hydraulic analysis for the tank and emergency overflow.
3. Perform final structural engineering design.
4. Coordinate with HD Supply to include preferred items for the City's existing SCADA system and equipment. It is anticipated that a pressure transducer or level sensor, and hatch intrusion alarms will be provided. It is assumed that an electrical engineer will not be required and that HD Supply will not require power for the SCADA system.
5. Prepare final design drawings and technical specifications incorporating comments from City Staff. Drawings will include the demolition of the existing 100,000 gallon tank, construction of the 2 MG tank, pipeline, and valve vault. The site plan will include associated piping, grading associated with the tank, access road and parking areas, etc. It is assumed that full-sized plans will be provided both for reviews and final drawings, along with electronic copies.

## Proposal for Engineering Services

6. Design will also include piping the overflow and drain line to the south boundary of the city-owned parcel with additional piping provided by the Developer.
7. Incorporate into design the City's preferred method for lessening the visual impact of the tank.
8. Conduct review meeting with City Staff (preliminary and 90%). Provide 3 copies of the draft bid documents and specifications and full-sized drawings to City Staff for 90% review.
9. Receive City comments and make final changes to plans and technical specifications per comments from City personnel.
10. Prepare a quantity take off and engineer's estimate for construction cost.
11. Coordinate and obtain Plan Approval from DDW.
12. Conduct a contractor pre-qualification process to allow contractors to bid the project only if they are qualified based on experience with similar-sized tanks.

### Phase 300 Assist with Bidding Project

This task will include assisting in the bidding process. Typical subtasks include:

1. Prepare PDFs of bidding documents to be supplied to potential Bidders.
2. Attend and conduct pre-bid meeting.
3. Respond to questions from Bidders during bidding.
4. Prepare two addenda as appropriate.
5. Attend bid opening and prepare bid tabulation. Provide a recommendation of award.

### TASK 400 Construction Administration & Management Services

Per the RFP, HAL will assist with construction as directed by the City and attend weekly meetings.

### ASSUMPTIONS

The following were assumptions that were incorporated into our Budget and Scope of Work:

1. Fault Study provided by the City and will be completed before design of structure.
2. The City will require a valve vault.
3. HAL will provide survey control for the Contractor, however construction survey will be provided by the Contractor.
4. Material testing will be provided by the Contractor.
5. Legal description, easements or conditional use permits will not be required. HAL does not anticipate coordinating or negotiating with other entities for access or property.
6. City will provide location of existing tank water line and valves.
7. Bid documents and specification will utilize EJCDC for bid documents and HAL standard specifications.
8. City will advertise project and bidders will utilize pdf plans and specs.
9. Tank sizing, master planning, line sizing, system analysis were not included in the work plan, however HAL can efficiently assist with these items.
10. Pumping for a sprinkler system is not included, but can be added.

## Proposal for Engineering Services

### 6. SCHEDULE CONTROL:

HAL incorporates several techniques to make certain that we honor time commitments to our clients. These techniques are listed below:

- During contract negotiations, we make certain that the scope of work, budget and project schedule are reasonable and in balance. From many years of experience we know that if these three issues are not kept in balance, the project will not be as successful as it could be. We strive to make reasonable commitments to our clients regarding when the project can be completed.
- We have a number of computer programs that can be used to help the Project Manager keep the project on schedule.
- We have weekly firm-wide project coordination meetings to help ensure that the required manpower will be available to meet project commitments.
- We hold in-house individual project management meetings as needed to help ensure that all elements of individual projects are coordinated to realize optimum efficiency and to minimize engineering costs. We have the ability to provide detailed information to the client on a monthly basis regarding projected and actual progress on the project.

**References** are provided in Section 3 of this proposal. We invite you to contact these references to verify our success in delivering quality projects in a timely manner.

### Project Schedule:

HAL proposes to complete all design activities and deliver a bid package to Farmington City within three months after the initial kickoff meeting. The following are assumed milestones and tasks:

- Perform geotechnical investigation and provide report within 6 weeks after Contract signed.
- Preliminary Design efforts anticipated to tank one month.
- Plans and specs ready within six weeks after preliminary review meetings.
- Final plans and specifications available for bidding within two weeks after receiving City's final comments.

### 7. PROJECT COSTS AND FEES:

HAL's fee proposal has been carefully reviewed to provide Farmington City with a quality engineering product, which will allow the City to proceed smoothly through the design process and on to construction of the project. Based on the Scope of Services provided in our Proposal, our estimated fee is **\$49,000**. Per the RFP construction services will be billed on a time and materials basis per the hourly rates found below and in our standard fee schedule in the appendix. Our Cost anticipates a conventional reinforced tank to save overall costs. However, should the City wish to bid the tank as a post tensioned tank our cost would decrease by a total of \$6,000 due to not utilizing a structural engineer and instead utilizing the post tension contractors structural engineer (which we have done on tanks larger than 4 MG). The closest post tension contractor is

# FARMINGTON CITY 2.0 MG WATER TANK PROJECT



## Proposal for Engineering Services

VSL who is out of Colorado. They require additional travel and lodging for employees, thus increasing costs for smaller tanks such that conventional reinforced tanks are less expensive at 3 MG and less.

Our fee is based on the following hourly rates for key project team members. The hourly rates listed are fully burdened rates and include allowances for overhead and profit. We have also included in the appendix a full HAL fee schedule and our anticipated hour schedule for reference.

### HOURLY BILLING RATE SUMMARY FOR TEAM

TEAM MEMBER	HOURLY BILLING RATE
Marv Allen, PE	\$177.00
Tavis Timothy, PE	\$141.00
Jason Bradford, PE	\$120.20
Professional Engineer Intern	\$92.30
CAD/ Construction Observation	\$80.15
Robert Conder, SE	\$130.00
Mark Christensen, PE - Geotechnical	\$130.00

Reimbursable direct expenses are billed as follows per HAL's standard fee schedule:

Communication, Computer, Reproduction .....	\$6.00 per labor hour
Out-of-town per diem allowance (lodging not included).....	\$35.00 per day
Vehicle.....	\$0.65 per mile
Outside consulting and services.....	Cost plus 10%
Other direct expenses incurred during the project.....	Cost plus 10%
Trimble GPS Unit.....	\$130.00 per day
Data Logger/Transducer .....	\$125.00 per week

### 8. REQUIRED CITY SERVICES:

The following are assumed services provided by the City:

- Advertisement of the Contractor Prequalification Solicitation and Construction Project per City procurement policies.
- Locating water lines and associated valves for the existing tank.
- Acquire all easements, property and permits.
- Fault Study
- Construction Admin, Management and Inspection

# Marvin E. Allen, M.S., P.E.

Managing Principal



## Professional Experience

### Summary

Mr. Allen, President of HAL, has practiced engineering for more than 36 years, and is a registered Professional Engineer in Utah, Nevada, and Arizona. His personal areas of focus include surface and ground water resources, hydraulics and hydrology, water quality, water supply, storm water and flood control, hazardous waste and environmental issues. Marv serves as the Firm's Director of Engineering having responsibility for the successful completion of all projects completed by HAL. In addition to being involved in a wide variety of water related projects, he has had extensive involvement in the permitting, planning, design and construction of municipal solid waste, RCRA hazardous waste, TSCA waste and industrial waste landfills and repositories in various states throughout the United States. Marv has served in leadership capacities in several professional and technical organizations; including President of American Council of Engineering Companies (ACEC) – Utah and ACEC National Director, representing ACEC-Utah; President of the American Water Resources Association – Utah Section; and member of the Board for the American Public Works Association – Utah Chapter. During 2003 he received the Outstanding Service Award from the American Water Resources Association – Utah for his service to the consulting industry. Mr. Allen is also serving as a member of the Utah State University Department of Civil Engineering Advisory Board. During 2004, he was nominated by ACEC-Utah as their choice for Utah Engineer of the Year. In 2005, he received the College of Engineering Distinguished Alumni Award – Civil & Environmental Engineering, Utah State University. Marv received B.S. and M.S. Degrees in Civil and Environmental Engineering from Utah State University.

### Resume

**1979 – Present: Company Officer/Project Manager/Project Engineer for HAL**

Mr. Allen has more than 36 years of experience in the management and engineering design of major civil and water related engineering projects throughout the United States. He is responsible for development and implementation of Quality Assurance Activities for HAL. He has served as Principal in Charge, Project Manager or Project Engineer on the following representative projects:

### Water Resources

- Groundwater Hydrologic Analyses and Well Location Studies for Granger Hunter Improvement District, Brigham City, Magna Water Company, Tooele City, Springville City, PacificCorp, South Salt Lake City and several Mines in the Carbon and Emery County area
- Drinking Water Source Protection Plans for more than 200 Wells and Springs located in Utah
- Surface Water Source Protection Plans for Weber Basin Water Conservancy District and Ogden City
- Retained by Utah Division of Drinking Water to review more than 300 Drinking Water Source Protection Plans prepared by other consultants
- Groundwater Quality and Storm Water Subsurface Disposal Management Plan for Orem City
- Water Supply, Water Use and Water Rights Studies in several counties in Utah for the Utah Division of Water Resources
- Hydrologic and Environmental Permitting at several mine sites, including Florida Canyon Gold (Nevada), Utah Power / Energy West (Utah), Cyprus Plateau Mining Company (Utah), Texas Energy Services (Wyoming), Energy Development Company (Wyoming), etc.
- Water Rights evaluation and assistance for multiple clients

### Drinking Water and Waste Water

- GIS based Drinking Water System Master Plans and/or Operational Master Plans for South Salt Lake City, Tooele City, Kearns Improvement District, Granger-Hunter Improvement District, Springville City, South Jordan City, Sandy City, and Midvale City



### Education

Masters of Science (1979)  
Civil and Environmental Engineering  
Water Resources - Hydrology  
Utah State University

Bachelors of Science (1978)  
Civil and Environmental Engineering  
Utah State University

### Registrations

Professional Engineer – Utah, Nevada,  
Arizona

### Affiliations

Honor Society Phi Kappa Phi & Tau Beta Pi

American Council of Engineering Companies  
– Utah  
President 2000  
National Director 2001-2003

American Society of Civil Engineers

American Water Resources Association  
President Utah Chapter 1998

American Public Works Association  
Board Member 2012 to 2015

### Awards

Football Scholarship  
Utah State University 1972-1973

Honor Roll  
Utah State University 1975-1979

Kennecott Scholarship  
Outstanding Junior Civil Engineer  
Utah State University 1977-1978

Magna Cum Laude Graduate  
Utah State University 1978 and 1979

Outstanding Service Award  
American Water Resources Association 2003

Nominee for Utah Engineer of the Year  
American Council of Engineering Companies  
2004

College of Engineering Distinguished Alumni  
Civil & Environmental Engineering, Utah State  
University 2005

# Tavis B. Timothy, P.E.

Principal

## Professional Experience

### Summary

Mr. Timothy has more than 20 years of progressive engineering experience with a strong background in all aspects of municipal utility engineering including municipal water and sewer system design, water master planning, and water system hydraulic analysis utilizing EPANET and WaterCAD. Mr. Timothy also has extensive experience managing the construction of projects and preparing bid documents and specifications. In the recent past he oversaw the design and construction of 18 water storage tanks, 10 pump stations, and numerous water transmission lines. He is also experienced in recreational utility design and has designed numerous storm drain facilities. Mr. Timothy received a B.S. Degree in Civil Engineering from the University of Utah.

### Resume

**2009 – Present: Principal/Project Manager/Project Engineer for HAL**

**2007 – 2009: Owner/Manager of Timothy Engineering**

**2002 – 2007: Company Officer/Senior Manager for Franson Noble Engineering**

**1997 – 2002: Project Engineer/Project Manager for EWP Engineering/Stantec Consulting**

**1995 – 1996: Engineer Intern for Kennecott Utah Copper**

Mr. Timothy has worked closely with numerous public works agencies during his career to provide municipal utility enhancements that greatly benefit the communities. He has served as Project Manager, Construction Manager, Project Engineer or Design Engineer on the following representative projects:

### Drinking Water

- Wyoming Water Development Commission – Farson/Eden Level I Study
- Wyoming Water Development Commission - Kemmerer/Diamondville Level II Study
- Saratoga Springs – Drinking Water & Secondary Water Capital Facility Plans
- Skyline Mountain SSD – Drinking Water Master Plan
- Ukon & BRWCD – Drinking Water Modeling & Planning
- Jordanelle Special Service District - Drinking Water Master Plan
- Twin Creeks Special Service District - Drinking Water Master Plan
- City of Highland - Drinking Water Master Plan and Updates
- City of Herriman - Zone 5-9 Drinking Water Master Plan
- North Village Special Service District - Drinking Water Master Plan
- Park City Municipal Corporation – Modeling & Drinking Water Capital Facility Plan
- Saratoga Springs SR-73 Transmission Line (2,700 LF of 18" DIP)
- PCMC – JSSD Transmission Interconnect (3,000 LF of 12" DIP)
- Spanish Fork City – Crab Creek Transmission Line (22,000 LF of 24" HDPE)
- Twin Creeks SSD – Red Ledges Off-Site Water Lines (5,000 LF of 24" HDPE and 7,300 LF of 16" & 12" DIP)
- South Jordan – 118<sup>th</sup> Transmission Line (15,000 LF of 30"-18" DIP)
- Highland Water Company - Beacon Hills Transmission Line (5,000 LF of 18" DIP)
- North Village SSD – River Road Water Line (3,000 LF of 16" HDPE)
- JSSD – Railroad Transmission Line (15,000 LF of 24" DIP)
- JSSD – Highway 248 Transmission Line (20,000 LF of 16" DIP)
- PCMC – Ontario Avenue & Main Street SD Reconstruction
- Mountain Regional Water – Ranch Road Transmission Line (25,000 LF of 18" DIP)
- Other Transmission pipeline designs for Spanish Fork, South Jordan City, Midvale, Highland City, Jordanelle SSD, Twin Creeks SSD, Talisker, Park City, Veterans Affairs, SLCC Campus, Skyline Mountain Special Service District and Kearns ID.
- Numerous control valve vaults



### Education

Bachelors of Science  
Civil Engineering  
University of Utah

### Registrations

Professional Engineer – Utah,  
Wyoming

### Affiliations

Highland City Water Advisory Board  
Chairman

Water Environment Association of  
Utah

# Jason Bradford, M.S., P.E.

Associate/ Project Manager/ Project Engineer

## Professional Experience

### Summary

Mr. Bradford is an associate at Hansen, Allen & Luce and has over 12 years of engineering experience in the design of water related civil engineering projects, specifically pipeline projects. He is extremely proficient at using AutoCAD Civil 3D software in the design of these projects. Mr. Bradford also has experience preparing the specifications, bid documents, cost estimating and managing the construction of projects. He received his B.S. and M.S. degrees from Utah State University in Civil and Environmental Engineering.

### Resume

January 2007 – Present: Project Engineer – Hansen Allen and Luce, Inc.

#### Drinking Water

- Provo City – West Side Tanks Transmission Lines (Design of 12,000' of 24" and 30" DIP)
- Granger-Hunter Improvement District – Winder Pipeline (Design of 4,300' of 18" PVC)
- Draper City – Centennial Reservoir Transmission Line (Design of 1,900' of 30" DIP)
- Saratoga Springs Northwest Secondary Line (Design of 6,000' of 12" DIP & 10" PVC)
- Saratoga Springs – North Culinary Zone 2 (Design of 1,800' of 18" DIP)
- Waste Management Lockwood Regional Landfill (Design of 7,200' of 6" HDPE)
- LDS Church – Manti Temple Pipeline (Design of 4,100' of 8" PVC)
- West Jordan City – 4000 West Utilities Project (Design of 8,300' of PVC)
- BRWCD Collinston Pipelines (Design of 36,000' of 12" PVC)
- Skyline Mountain SSD – Area 1 Water System (Design of 39,000' of 4" to 12" PVC)
- Springville City – Main Street Waterline Replacement (Design of 11,200' of 8" PVC)
- Blanding City – Waterline Replacement (Design of 32,000' of 4" to 16" PVC)
- Blanding City – Blue Mountain Pipeline (Design of 49,000' of 12" HDPE)
- Spanish Fork City - Crab Creek Transmission Line (Design of 21,000' of 24" HDPE)
- Midvale City - 7800 South Transmission Line (Design of 6,700' of 12" and 24" PVC)
- Midvale City - Reservoir Transmission Line (Design of 11,000' of 18" PVC)
- Midvale City – 7500 South and Center Street Transmission Lines (Design of 10,900' of 12" and 14" PVC)
- Midvale City - 8000 South and Roosevelt Street Transmission Lines (Design of 7400' of 14" and 24" PVC)
- Midvale City - Waterline Replacement Projects (Design of 18,100' of 8" - 12" PVC and DIP)
- Helper City - US 6 Emma Park Waterline Relocation (Design of 9,700' of 12" PVC)
- Helper City - US 6 Colton Waterline Relocation (Design of 3,400' of 12" PVC)
- Howell Town – Water System Pipeline Improvements (Design of 9,400' of 6" PVC)
- Sandy City - Greenwood Avenue (Design of 8" Ductile culinary pipeline)
- BRWCD - South Willard Culinary System (Design of 5,000 of 12" and 16" DIP)
- Springville City - 400 South Water Line (Design of 14,000' of 30" DIP)
- Westmoreland Kemmerer Mine – (Design of 6,300' of 10" and 12" HDPE)

#### Storage Tanks and Ponds

- Provo City – West Side Tank #2 (4.0 MG concrete storage tank)
- BRWCD - South Willard Culinary System (1.0 MG concrete storage tank)
- BRWCD Collinston Tanks (Two 500k gallon concrete storage tanks)
- Skyline Mountain SSD – Area 1 Water System (250k gallon concrete storage tank)
- Ogden City - Taylor Canyon (300k gallon concrete water tank)
- Saratoga Springs Pond #6 Expansion (10 AC-FT Secondary Pond)
- Saratoga Springs – Fox Hollow Pond (4.0 AC-FT Secondary Pond)
- Westmoreland Kemmerer Mine – (7.0 AC-FT storage pond)
- Spanish Fork – Butler Pond (2.1 acre mitigation pond)

#### Pump Stations

- Saratoga Springs – North Culinary Zone 2 (1,100 gpm pump station)
- BRWCD - South Willard Culinary System (700 gpm pump station)
- Skyline Mountain SSD – Area 1 Water System (140 gpm pump station)



### Education

Masters of Science  
Hydraulic Engineering  
Utah State University

Bachelors of Science  
Civil and Environmental Engineering  
Utah State University

### Registrations

Professional Engineer – Utah

### Affiliations

Water Environment Association of Utah

### Awards

Technical Excellence Award  
Hansen Allen and Luce, Inc.  
2007

Presidential 4-Year General  
Scholarship  
1999-2003

Engineering General Scholarship  
2001-2002

David Rider Scholarship  
2002-2003

Tau Beta Pi Honor Society  
2002

Eagle Scout Award

**DEAN L. WEBB & ASSOCIATES**

580 East 9400 South Sandy, UT 84070

**CONSULTING ENGINEERS**

(801) 576-6414 Fax: (801) 576-6424

**ROBERT C. CONDER, M.S., P.E., S.E.**

Civil-Structural Engineer @ Dean L. Webb &amp; Associates, P.C.

**Area of Expertise:** Civil-Structural Engineering, Seismic/Lateral Analysis, Framing Analysis, Structural Investigations, Structural Collapse Specialist for FEMA.

**Education:** M.S., Structural Engineering, Dept. of Civil & Environmental Engineering, Brigham Young University, Provo, UT, 2001.

B.S., Structural Engineering, Dept. of Civil & Environmental Engineering, Brigham Young University, Provo, UT, 2000.

**Registrations:** Professional Engineer: Civil-Structural

Utah	#2774619	2005
Nevada	#017798	2006
Idaho	#12987	2007
Texas	#101494	2008

**Professional Background of Robert C. Conder, M.S., P.E., S.E.**

**2001-Present** Joined Dean L. Webb & Associates as a structural engineer, and I have been involved in every aspect of engineering that DLW & Associates has performed. DLW & Associates specializes in the design of structures, which includes commercial, industrial, residential, retrofit and renovations. Typical projects include new commercial and industrial structures constructed of; masonry, concrete, concrete tilt-up construction, steel and wood framing, and structural insulated panel (both wood and concrete) design. DLW & Associates has designed numerous concrete retaining structures, reservoirs, concrete vaults, underground structures, and other similar concrete structures. DLW & Associates has also been involved with the evaluation, retrofit and upgrade of numerous existing structures, to bring them in accordance with the current codes and regulations. DLW & Associates has also engineered numerous custom homes DLW & Associates also specializes in investigations and forensic engineering, which has a broad range of projects and areas of expertise.

**2007-Present** Lead Structural Collapse Specialist for Utah Task Force 1 which is part of FEMA's National Urban Search & Rescue (US&R) Response System. I am also a FEMA certified Structural Collapse Instructor for the system. The Task Force can be deployed by FEMA to assist state and local governments in rescuing victims of structural collapse incidents or to assist in other search and rescue missions. The Structures Specialist is responsible for assessing the structural condition within the area of task force operations, which includes identifying structure types and its specific damage and hazards. I also recommend the appropriate type and amount of structural hazard mitigation in order to minimize risks to task force personnel, and assessing the structural condition within the area of task force operations.

**1997-2001** Worked as a Site Superintendent for CAP Construction managing the construction of LDS Chapels. I gained experience in commercial construction management, surveying and construction procedures.

## RESUME INFORMATION

**Name of Firm:** E. A. Lyman, Landscape Architects

**Name of Individual:** ERIC A. LYMAN

**Position Title:** Principal / Owner

### Education:

<u>University or College</u>	<u>Degree</u>	<u>Major</u>	<u>Year Graduated</u>
Utah State University	Bachelor	Landscape Arch.	1983

### Licenses / Registrations:

<u>Type of License</u>	<u>State</u>	<u>License Number</u>
Professional Landscape Architect	Utah	103729-5301

### Professional Organizations:

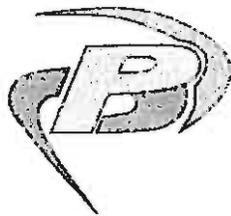
<u>Name of Organization</u>	<u>Position Held</u>
ASLA – American Society of Landscape Arch.	Member

### Employment History:

<u>Name of Organization</u>	<u>Position Held</u>	<u>Dates of Employment</u>
E. A. Lyman	Owner	1988 to Present
Allred, Soffe & Tuttle	Associate	1986 to 1988
Land Design	Project Manager	1982 to 1985

### Community Activities:

<u>Name of Organization</u>	<u>Position Held</u>
Utah Chapter ASLA	President Elect (1989) President (1990) Past President (1991) VP of Education and Licensure (2006-2007)
Utah Irrigation Association	Board Member ('00-'02)
Sandy City Beautification Committee	Chairman (1988 to 1990)
Sandy City Beautification Committee	Member (1986 to 1994)
Sandy City Parks, Rec and Trails Committee	Member (1994 to 2007)
Sandy City Tree Board	Member (1996 to 2002)
"In Search of the Leading Edge"	
1990 ASLA Utah Chapter Annual Conference	Primary Coordinator
University of Utah Division of Continuing Education Residential Design Course	Instructor (1985 to 2010)
Tree Utah	Board Member (1999 to '03)
1990 Tribune Home and Garden Show	
Residential Design	Instructor
U.S.U. - Professional Practice and the Small Business	Guest Lecturer



Professional Reference for Tavis Timothy and Hansen Allen And Luce

To whom it may concern;

The following is provided to inform the reader of my professional experience with Mr. Tavis Timothy Professional engineer with Hansen, Allen and Luce Engineers. I have worked with Mr. Tavis Timothy for approximately 10 years and with Hansen, Allen and Luce for about 20 years in the water system construction industry. We built may different types of water system project successfully together.

Hansen, Allen and Luce and Tavis Timothy have always put together a very professional and complete set of plans and specifications. This has allowed us to price it accurately and effectively.

In my experience with Hansen, Allen and Luce and Mr. Timothy, I found them to be honest, technically competent and fair. They have both a strong work ethic and creativity to solve sometimes very challenging technical problems in water system projects.

It is my professional opinion that Hansen, Allen and Luce and Mr. Timothy are accomplished Engineering professionals in this area of expertise and a credit to the engineering of water system profession in general.

I may be contacted to discuss their capabilities in more detail if you wish 801-381-3110

Respectfully,

Probuild Construction, Inc.

Ryan S. Linford

Owner



Tavis,

Thank you for the opportunities you've afforded Gerber Construction to pre-qualify and submit proposals on past water tank projects as well as other civil and infrastructure projects.

I've always been impressed by the tank designs and quality of engineering that has been demonstrated by you and your firm. It is apparent that much thought goes into constructability of the project and ease of construction for the contractor which should and does translate into lower overall costs to the owner and end users.

In actuality, a bid from a contractor is a form of measurement of risk. If project plans are vague and unclear, the contractor by default has to cover the risk of the unknown. I feel that Hansen, Allen, & Luce does put together a quality set of project plans for contractors to not only bid from but to construct with.

I look forward to working with you on future projects.

Mark Nielsen  
Project Manager  
Gerber Construction, Inc.



Date: October 28, 2014

To Whom it may concern,

In the past 16 years Absolute Constructors Inc. has successfully built over twenty water reservoirs in the state of Utah. Of those reservoirs, nine of them have been engineered by the firm of Hansen, Allen & Luce.

We have found the project planning and design by Hansen, Allen & Luce to be superior to that of other engineering firms. The fact that their plans and specifications are well thought out and detailed allow us as a contractor to assure that our estimate is complete and precise going into a competitive bid. We have found that we can afford ourselves to reduce our contingency on their projects because very little, if anything is left out of their project design. Their approach to design allows for fewer change orders during the project and a more harmonious flow of the job from project award to project close out.

We are of the opinion that their designs take into account the most efficient methods of construction. Their designs also help eliminate waste materials and help reduce costly manhours in the field.

Hansen, Allen & Luce is our preferred engineer when constructing water reservoirs. Please feel free to contact me at your convenience should you have any questions.

Best Regards,

Brent McNicol  
President  
Absolute Constructors, Inc.

**FARMINGTON CITY - 2.0 MG WATER TANK PROJECT  
MANPOWER ESTIMATE**

**LEGEND**  
HAL Personnel  
Subconsultants

Task	Principal in Charge	Project Manager	Project Engineer	Professional Engineer Intern	Geotech	Surveying	Structural	Landscape
100 Preliminary Design	2	15	27	8	50	8		
200 Design	8	15	107	79			73	14
Total Hours by Labor Classification:	10	30	134	87	50	8	73	14
<b>TOTAL PROJECT HOURS:</b>	<b>406</b>							

**LEGEND**

HAL Personnel  
Subconsultants

**STANDARD FEE SCHEDULE  
2017**

**PERSONNEL CHARGES**

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Senior Managing Professional.....	\$177.00/hr
Managing Professional .....	\$151.95/hr
Senior Professional II .....	\$141.00/hr
Senior Professional I .....	\$132.15/hr
Professional III .....	\$120.20/hr
Professional II .....	\$110.00/hr
Professional I .....	\$102.20/hr
Professional Intern .....	\$92.30/hr
Engineering Student Intern .....	\$47.90/hr
Senior Designer .....	\$98.60/hr
Senior Field Technician .....	\$100.50/hr
Field Technician .....	\$80.15/hr
CAD Operator.....	\$80.15/hr
Secretary.....	\$58.95/hr
Professional Land Surveyor .....	\$113.30/hr
1 Man GPS Surveying Services – Surveying Technician.....	\$100.50/hr
1 Man GPS Surveying Services - PLS .....	\$133.90/hr
2 Man GPS Surveying Services - PLS .....	\$149.30/hr
Expert Legal Services .....	\$280.00/hr

**DIRECT CHARGES**

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction.....	\$6.00 per labor hour
Out-of-town per diem allowance (lodging not included) .....	\$35.00 per day
Vehicle .....	\$0.65 per mile
Outside consulting and services.....	Cost plus 10%
Other direct expenses incurred during the project.....	Cost plus 10%
Trimble GPS Unit .....	\$130.00 per day
Drone Unit .....	\$500.00 per day plus data conversion costs
Data Logger/Transducer .....	\$125.00 per week

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE..... 1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in January of each year. Mileage rate changes are based on fuel prices.



## Farmington Water Tank RFP Summary

Below are the costs provide in the proposals for the above mentioned project. Cost was only 1 of 5 categories that were evaluated.

<u>Consultant</u>	<u>Cost</u>
Ensign	\$129,950
Franson	\$74,140
Hanson Allen Luce	\$49,000
JUB	\$75,000
Sunrise	\$67,700
CRS	\$51,200
Gilson	\$43,470 (Cost is for an alternative design, cost would be higher with the conventional design.)

**HANSEN, ALLEN & LUCE, INC.**  
**ENGINEERING SERVICES AGREEMENT**

THIS ENGINEERING SERVICES AGREEMENT (this "AGREEMENT") is made and entered into as of the 21<sup>st</sup> day of February, 2017, by and between Farmington City ("CLIENT") and HANSEN, ALLEN & LUCE, INC., a Utah corporation authorized to do business in Utah ("HAL"), who agree as follows:

1. PROJECT. CLIENT desires to engage HAL to provide engineering, technical, and other services as described below in connection with CLIENT'S project (the "PROJECT"). The PROJECT is described as follows: Design of a 2.0 M.G. Water Storage Tank.

The site of the PROJECT (the "PROJECT SITE") is located as follows: Below the Firebreak Road in the mountains east of 200 North Street, Farmington, Utah.

2. SCOPE OF SERVICES. HAL shall provide certain specified services (the "SERVICES") on the PROJECT in accordance with this AGREEMENT, the Hansen, Allen & Luce, Inc. Standard Terms and Conditions ("STANDARD TERMS") attached hereto as Exhibit A, and the Scope of Services ("SCOPE OF SERVICES") as defined in Exhibit B. HAL shall not be responsible to provide any services not expressly contained in the STANDARD TERMS or the SCOPE OF SERVICES.

3. FEES. CLIENT shall reimburse HAL for services provided under this AGREEMENT on an hourly billing rate plus reimbursable expenses basis with a Not to Exceed limit of \$49,000 in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit C. CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to HAL in accordance with this AGREEMENT and FEE SCHEDULE.

4. SCHEDULE. SERVICES will be completed per Exhibit D, "PROJECT SCHEDULE" following written authorization from the CLIENT to HAL to proceed.

5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this AGREEMENT are incorporated herein and are made a part of this AGREEMENT.

6. CLIENT has read and understood the terms and conditions set forth on this AGREEMENT, the STANDARD TERMS, and all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of this AGREEMENT.

IN WITNESS WHEREOF, CLIENT and HAL have executed this AGREEMENT as of the date first above written.

CLIENT: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

HANSEN, ALLEN & LUCE, INC.

By: Chair B. Smith \_\_\_\_\_

Its: Principal \_\_\_\_\_

Attest: Richard M. Noble \_\_\_\_\_

Its: Principal \_\_\_\_\_

**EXHIBIT A**  
**HANSEN, ALLEN & LUCE, INC.**  
**STANDARD TERMS AND CONDITIONS**

The standard terms and conditions set forth herein are attached to and made a part of the Engineering Services Agreement (the "AGREEMENT") between Hansen, Allen & Luce, Inc. ("HAL"), a Utah corporation and CLIENT (as defined in the AGREEMENT).

All capitalized terms which are not specifically defined herein shall have the meanings assigned to such terms in the AGREEMENT.

ARTICLE 1. SERVICES. The SERVICES to be provided by HAL are limited to and shall be as set forth in the SCOPE OF SERVICES attached to the AGREEMENT as Exhibit B.

ARTICLE 2. BILLING. Unless otherwise expressly provided in the AGREEMENT, billings will be based on actual accrued time, costs and expenses. CLIENT agrees to pay invoices upon receipt. If payment is not received by HAL within 30 days of the invoice date, the amount due shall bear interest at a rate of 1.5 percent per month (18 percent per annum), before and after judgement and CLIENT shall pay all costs of collection, including without limitation reasonable attorneys' fees (provided, however, if interest provided in this ARTICLE 2 exceeds the maximum interest allowed under any applicable law, such interest shall automatically be reduced to the maximum interest allowable by applicable law). If CLIENT has any objection to any invoice or part thereof submitted by HAL, CLIENT shall so advise HAL in writing, giving CLIENT's reasons, within 14 days of receipt of such invoice. Payment of the invoice shall constitute final approval of all aspects of the work performed to date as well as the necessity thereof. If the PROJECT or the AGREEMENT is terminated in whole or part prior to the completion of the SERVICES, then HAL shall be paid for work performed prior to HAL's receiving or issuing written notice of such termination and in addition HAL shall be reimbursed for any and all expenses associated with the termination of the PROJECT or the AGREEMENT, including without limitation any "shut-down" costs.

ARTICLE 3. RIGHT OF ENTRY. CLIENT grants a right of entry to the PROJECT SITE to HAL, its employees, agents, consultants, contractors, and subcontractors, for the purpose of performing services, and all acts, studies, and research in connection therewith, including without limitation the obtaining of samples and the performance of tests and evaluations.

ARTICLE 4. PERMITS AND LICENSES. CLIENT represents and warrants that it possesses all necessary permits and licenses required for the performance of the SERVICES and the continuation of CLIENT and HAL's activities at the PROJECT SITE.

ARTICLE 5. DOCUMENTS. CLIENT shall furnish, or cause to be furnished, such reports, data, studies, plans, specifications, documents and other information deemed necessary by HAL for the proper performance of the SERVICES. HAL shall be entitled to rely upon documents provided by the CLIENT in performing the SERVICES. All documents provided by CLIENT shall remain the property of CLIENT; provided, that HAL shall be permitted at HAL's discretion to retain copies of such documents for HAL's files. The CLIENT acknowledges HAL's documents (including but not limited to data, reports, Drawings, Specifications, Record Drawings, and other deliverables) as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the CLIENT upon completion of the work and payment in full of all monies due to HAL. The CLIENT shall not reuse or make any modifications to the documents without prior written authorization of HAL. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold HAL harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the documents by the CLIENT or any person or entity that acquires or obtains the documents from or through the CLIENT without the written authorization of HAL.

CLIENT shall not rely in any way on any Document unless it is in printed form, signed or sealed by HAL or one of its Consultants. A party may rely on that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of test, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving

electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

**ARTICLE 6. OPINIONS REGARDING COST.** In providing opinions of probable construction cost, the CLIENT understands that HAL has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of HAL's qualifications and experience. HAL makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to the bid or actual costs.

**ARTICLE 7. INDEMNITY.** HAL hereby agrees to indemnify and hold harmless CLIENT and CLIENT's officers, employees, agents, successors and assigns from and against any and all losses, damages and liabilities to the extent caused by any negligent acts, errors or omissions of HAL or HAL's consultants of any tier, or their officers, employees or agents, with respect to the AGREEMENT or the performance of HAL's SERVICES. CLIENT hereby agrees to indemnify and hold harmless HAL and HAL's consultants of any tier and their officers, directors, employees, agents, successors and assigns from and against any and all losses, damages and liabilities to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's other consultants or contractors, or their officers, employees or agents, with respect to the AGREEMENT or the performance of HAL's SERVICES.

Notwithstanding any provision of the AGREEMENT to the contrary, HAL shall not be liable or responsible for any costs, expenses, losses, damages, or liability beyond the amounts, limits, coverage, or conditions of the insurance held by HAL. CLIENT agrees, at its sole cost and expense, to indemnify, defend and hold HAL and its officers, employees, contractors, and representatives harmless from all costs and liability (including without limitation attorney's fees, witness costs, courts costs, labor and direct expenses, losses and judgements) resulting from construction PROJECTS if HAL is not retained to perform construction phase services on the PROJECT, or for claims brought by third parties that are found to be without merit as to HAL. CLIENT shall have the right to investigate, negotiate and settle, with HAL's concurrence, any such suit or claim.

**ARTICLE 8. INSURANCE.**

- (A) HAL shall maintain or cause to be maintained on its behalf insurance policies of the types required below with insurance companies authorized to do business in the State of Utah, (i) having a Best Insurance Reports rating of "A" or better and a financial size category of "VII" or higher, or (ii) otherwise being acceptable to CLIENT with coverage limits and provisions at least sufficient to satisfy the requirements set forth below.
- (1) Workers' Compensation Insurance: Statutory workers' compensation insurance. Such insurance shall also include employer's liability insurance in a limit of no less than \$1,000,000. No owner or officer may be excluded.
  - (2) General Liability Insurance: Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products-completed operations, blanket contractual, broad form property damage, personal and advertising injury, and independent contractors with a \$1,000,000 minimum limit per occurrence for combined bodily injury and property damage, provided the general policy aggregate shall apply separately to HAL on a per project basis. Any aggregate limit that does not apply separately to the premises shall be at least double the required per occurrence limit. HAL shall provide a certificate of insurance verifying completed operations coverage for a period of not less than two years after project completion.
  - (3) Automobile Liability Insurance: Automobile liability insurance for HAL's liability arising out of the use of owned (if any), leased (if any), non-owned and hired vehicles of HAL, with a \$1,000,000 minimum limit per accident for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable. All owned and/or leased automobiles shall be covered using symbol "1" (any auto).
  - (4) Professional Liability Insurance: Professional liability insurance for HAL's liability arising out of the rendering professional advice, including design and engineering work on the CLIENT's behalf in an amount not less than \$2,000,000 each claim, \$2,000,000 aggregate.
  - (5) Excess Liability Insurance: The amounts of insurance required in the foregoing subsections (1), (2), (3), (4), this subsection may be satisfied by HAL purchasing coverage in the amounts specified or by any

**HANSEN, ALLEN & LUCE, INC.**  
**STANDARD TERMS AND CONDITIONS (cont.)**

combination of primary and excess insurance, so long as the total amount of insurance meets the required limits specified above.

- (B) Evidence of Insurance: On or before the effective date of each policy and on an annual basis at least 10 days prior to each policy anniversary, HAL shall furnish the CLIENT with (1) certificates of insurance or binders, in a form acceptable to CLIENT, evidencing all of the insurance required by the provisions of this Article 8 and (2) a schedule of the insurance policies held by or for the benefit of HAL and required to be in force by the provisions of this Article 8. Such certificates of insurance/binders shall be executed by each insurer or by an authorized representative of each insurer where it is not practical for such insurer to execute the certificate itself. Such certificates of insurance/binders shall identify underwriters, the type of insurance, the insurance limits and the policy term and shall specifically list the special provisions enumerated for such insurance required by this Article 8. Upon request, HAL will promptly furnish CLIENT with copies of all insurance policies, binders and cover notes or other evidence of such insurance relating to the insurance required to be maintained by HAL.

**ARTICLE 9. FORCE MAJEURE.** HAL is not responsible for damages or delays in performance caused by factors beyond HAL's control, including but not limited to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of HAL's services or work product promptly, or delays cause by faulty performance by CLIENT or by contractor(s) or any level. When such delays beyond HAL's reasonable control occur, the CLIENT agrees HAL is not responsible for damages, nor shall HAL be deemed to be in default of this AGREEMENT.

**ARTICLE 10. CORPORATE PROTECTION.** It is intended by the parties to this AGREEMENT that HAL's professional services in connection with the project shall not subject HAL's individual employees, officers or directors to any personal legal exposure for the risks associated with this PROJECT. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HAL, a Utah corporation, and not against any of HAL's employees, officers or directors.

**ARTICLE 11. EXTENSION OF PROTECTION.** The CLIENT agrees to extend any and all liability limitations and indemnifications provided by the CLIENT to HAL to those individuals and entities HAL retains for performance of the services under this AGREEMENT, including but not limited to HAL's officers and employees and their heirs and assigns, as well as HAL's consultants and their officers, employees, heirs and assigns.

**ARTICLE 12. STANDARD OF CARE.** The SERVICES will be performed in accordance with generally accepted engineering principles and practices existing at the time of performance for the locality where the SERVICES were performed.

**ARTICLE 13. GOVERNING LAW.** The CLIENT and HAL agree that all disputes arising out of or in any way connected to this AGREEMENT, its validity, interpretation and performance and remedies for breach of contract, or any other claims related to this AGREEMENT shall be governed by the laws of the State of Utah.

**ARTICLE 14. MEDIATION.** In an effort to resolve any conflicts that arise during the design or construction of the PROJECT or following the completion of the PROJECT, the CLIENT and HAL agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

**ARTICLE 15. LEGAL ACTION.** All legal actions by either party against the other arising from the AGREEMENT, or for the failure to perform in accordance with the applicable standards of care provided in the AGREEMENT, or for any other cause of action, shall be barred 2 years from the date the claimant knew or should have known of its claim: provided, however, no legal actions shall be asserted by CLIENT or HAL after 4 years from the date of substantial completion of the SERVICES.

**ARTICLE 16. LITIGATION ASSISTANCE.** The SCOPE OF SERVICES does not include costs of HAL for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CLIENT. All such services required or requested of HAL except for suits or claims between the parties to the AGREEMENT will be reimbursed as mutually agreed, and payment for such services shall be in accordance with this AGREEMENT, unless and until otherwise required by a court or arbitrator.

**HANSEN, ALLEN & LUCE, INC.**  
**STANDARD TERMS AND CONDITIONS (cont.)**

ARTICLE 17. **CHANGES.** CLIENT may make or approve changes by written change order within the SCOPE OF SERVICES. CLIENT shall pay any additional costs of such changes at the rates set forth in the current FEE SCHEDULE.

ARTICLE 18. **TERMINATION.** Either the CLIENT or HAL may terminate this AGREEMENT at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. The CLIENT shall within thirty (30) calendar days of termination pay HAL for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this AGREEMENT.

ARTICLE 19. **SURVIVAL.** All obligations arising prior to the termination of the AGREEMENT and all provisions of the AGREEMENT allocating the responsibility or liability between CLIENT and HAL shall survive the completion of the SERVICES and the termination of the AGREEMENT.

ARTICLE 20. **NO THIRD PARTY BENEFICIARIES.** No rights or benefits are provided by the AGREEMENT to any person other than the CLIENT and HAL and the AGREEMENT has no third-party beneficiaries.

ARTICLE 21. **INTEGRATION.** The AGREEMENT and all the exhibits and attachments thereto constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by all parties thereto.

ARTICLE 22. **CONTRACTOR AND JOB-SITE SAFETY.** If contractor(s) are involved in the PROJECT, HAL shall not be responsible for the supervision or direction of any contractor or its employees or agents, and CLIENT shall so advise the contractor(s). Neither the professional activities of HAL, nor the presence of HAL or his or her employees and consultants at a construction site, shall relieve the contractor(s) and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. HAL and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. HAL shall not be responsible for job or site safety on the PROJECT or at the PROJECT SITE, and HAL shall not have the right or obligation to stop the work of any contractor or other person at the PROJECT SITE. The CLIENT agrees that the contractor(s) are solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the contractor(s). The CLIENT also agrees that CLIENT, HAL and HAL's consultants shall be indemnified and shall be made additional insureds under the contractor(s) general liability insurance policy.

ARTICLE 23. **NO SUPERVISION OR REPORTING DUTIES.** HAL shall not, under any circumstances, assume control of or responsibility for the PROJECT SITE or the persons operating on the PROJECT SITE nor shall HAL be responsible for reporting to any federal, state or local agencies any conditions at the PROJECT SITE that may present potential dangers to public health, safety or the environment. CLIENT shall promptly notify the appropriate federal, state or local agencies, or otherwise disclose, any information that may be necessary to prevent any danger to health, safety or the environment, in accordance with applicable law and in a timely manner.

ARTICLE 24. **SHOP DRAWING REVIEW.** HAL shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose for checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. HAL's review shall be conducted with reasonable promptness while allowing sufficient time in HAL's judgment to permit adequate review. Review of a specific item shall not indicate that HAL has reviewed the entire assembly of which the item is a component. HAL shall not be responsible for any deviations from the Construction Documents not brought to the attention of HAL in writing by the Contractor. HAL shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**HANSEN, ALLEN & LUCE, INC.**  
**STANDARD TERMS AND CONDITIONS (cont.)**

ARTICLE 25. CONSTRUCTION LIABILITY. The CLIENT shall defend, indemnify and hold harmless HAL, its Subcontractors, agents and employees for all liability resulting from construction of the PROCECT, if HAL is not retained to perform construction phase services on the PROJECT.

ARTICLE 26. HAZARDOUS MATERIALS. As used in this AGREEMENT, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the PROJECT SITE

ARTICLE 27. HAZARDOUS MATERIALS - SUSPENSION OF SERVICES. Both parties acknowledge that HAL's SCOPE OF SERVICES does not include any services related to the presence of any hazardous or toxic materials. In the event HAL or any other party encounters any hazardous or toxic materials, or should it become known to HAL that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of HAL's services, HAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this AGREEMENT until the CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

ARTICLE 28. HAZARDOUS MATERIALS INDEMNITY. The CLIENT agrees, notwithstanding any other provision of this AGREEMENT, to the fullest extent permitted by law, to indemnify and hold harmless HAL, its officers, partners, employees and consultants from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorney's fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, or about or adjacent to the PROJECT SITE, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of HAL.

## SCOPE OF SERVICES

Following is a detailed description of the work plan for managing, performing and accomplishing the project by task and subtask.

### Phase 100 Preliminary Design

The most important task for the project is to place the tank in the proper location. The City would like the tank at the highest possible elevation on the city-owned property. The site will also need to balance the cost of excavation and access. Our team has prepared numerous site selection analyses and within the last 36 months sited eight tanks within hillside areas. LIDAR data will be utilized to evaluate grading feasibility. We will use Autodesk Civil 3D software to provide grading plans for the site.

HAL has recently bid out a number of tanks with different types of tank construction. It is our experience that the pre-stressed or post-tensioned (DN Tank or VSL Tank) is only cost effective for tanks over **three million gallons**. It is our recommendation to design a conventional tank and then bid a post tensioned tank as an alternative. Subtasks for preliminary design include:

1. Hold a project kick-off meeting with City personnel to review project scope and objectives.
2. Perform geotechnical investigations at the tank site and prepare a report with the findings.
3. Utility companies will be contacted in order to prepare a complete base utility map.
4. Utilizing Civil 3D prepare preliminary grading plans for the site and develop excavation and backfill quantities. Incorporate the visual impact of the tank and provide options for bury.
5. Meet with City personnel to present, review, and receive comments on the preliminary design information and reports.

### Phase 200 Design Phase

This phase includes preparation of the drawings, specifications and construction documents for the tank, valve vault and site improvements, including landscaping. This phase assumes that HAL will not be required to assist with easement acquisition or conditional use requirements. HAL will obtain a construction permit from the Utah Division of Drinking Water. HAL works well with DDW and understands all of the state rules. The last four tanks overseen by Tavis Timothy have received plan approval by DDW without any revisions to the submitted drawings. Specific subtasks are below:

1. Update the base map with survey data provided through GPS survey. Incorporate planned access grading.
2. Perform final hydraulic analysis for the tank and emergency overflow.
3. Perform final structural engineering design.
4. Coordinate with HD Supply to include preferred items for the City's existing SCADA system and equipment. It is anticipated that a pressure transducer or level sensor, and hatch intrusion alarms will be provided. It is assumed that an electrical engineer will not be required and that HD Supply will not require power for the SCADA system.
5. Prepare final design drawings and technical specifications incorporating comments from City Staff. Drawings will include the demolition of the existing 100,000 gallon tank,

construction of the 2 MG tank, pipeline, and valve vault. The site plan will include associated piping, grading associated with the tank, access road and parking areas, etc. It is assumed that full-sized plans will be provided both for reviews and final drawings, along with electronic copies.

6. Design will also include piping the overflow and drain line to the south boundary of the city-owned parcel with additional piping provided by the Developer.
7. Incorporate into design the City's preferred method for lessening the visual impact of the tank.
8. Conduct review meeting with City Staff (preliminary and 90%). Provide 3 copies of the draft bid documents and specifications and full-sized drawings to City Staff for 90% review.
9. Receive City comments and make final changes to plans and technical specifications per comments from City personnel.
10. Prepare a quantity take off and engineer's estimate for construction cost.
11. Coordinate and obtain Plan Approval from DDW.
12. Conduct a contractor pre-qualification process to allow contractors to bid the project only if they are qualified based on experience with similar-sized tanks.

#### Phase 300 Assist with Bidding Project

This task will include **assisting** in the bidding process. Typical subtasks include:

1. Prepare PDFs of bidding documents to be supplied to potential Bidders.
2. Attend and conduct pre-bid meeting.
3. Respond to questions from Bidders during bidding.
4. Prepare two addenda as appropriate.
5. Attend bid opening and prepare bid tabulation. Provide a recommendation of award.

#### TASK 400 Construction Administration & Management Services

Per the RFP, HAL will assist with construction as directed by the City and attend weekly meetings. Costs will be billed at an hourly rate.

#### **ASSUMPTIONS**

The following were **assumptions** that were incorporated into our Budget and Scope of Work:

1. Fault Study provided by the City and will be completed before design of structure.
2. The City will require a valve vault.
3. HAL will provide survey control for the Contractor, however construction survey will be provided by the Contractor.
4. Material testing will be provided by the Contractor.
5. Legal description, easements or conditional use permits will not be required. HAL does not anticipate coordinating or negotiating with other entities for access or property.
6. City will provide location of existing tank water line and valves.
7. Bid documents and specification will utilize EJCDC for bid documents and HAL standard specifications.
8. City will advertise project and bidders will utilize pdf plans and specs.
9. Tank sizing, master planning, line sizing, system analysis were not included in the work plan, however HAL can efficiently assist with these items.
10. Pumping for a sprinkler system is not included, but can be added.

**STANDARD FEE SCHEDULE  
2017**

**PERSONNEL CHARGES**

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Senior Managing Professional.....	\$177.00/hr
Managing Professional.....	\$151.95/hr
Senior Professional II.....	\$141.00/hr
Senior Professional I.....	\$132.15/hr
Professional III.....	\$120.20/hr
Professional II.....	\$110.00/hr
Professional I.....	\$102.20/hr
Professional Intern.....	\$92.30/hr
Engineering Student Intern.....	\$47.90/hr
Senior Designer.....	\$98.60/hr
Senior Field Technician.....	\$100.50/hr
Field Technician.....	\$80.15/hr
CAD Operator.....	\$80.15/hr
Secretary.....	\$58.95/hr
Professional Land Surveyor.....	\$113.30/hr
1 Man GPS Surveying Services – Surveying Technician.....	\$100.50/hr
1 Man GPS Surveying Services - PLS.....	\$133.90/hr
2 Man GPS Surveying Services - PLS.....	\$149.30/hr
Expert Legal Services.....	\$280.00/hr

**DIRECT CHARGES**

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction.....	\$6.00 per labor hour
Out-of-town per diem allowance (lodging not included).....	\$35.00 per day
Vehicle.....	\$0.65 per mile
Outside consulting and services.....	Cost plus 10%
Other direct expenses incurred during the project.....	Cost plus 10%
Trimble GPS Unit.....	\$130.00 per day
Drone Unit.....	\$500.00 per day plus data conversion costs
Data Logger/Transducer.....	\$125.00 per week

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE ..... 1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in January of each year. Mileage rate changes are based on fuel prices.

## **PROJECT SCHEDULE**

HAL proposes to complete all design activities and deliver a bid package to Farmington City within three months after the initial kickoff meeting. The following are assumed milestones and tasks:

- Perform geotechnical investigation and provide report within 6 weeks after Contract signed.
- Preliminary Design efforts anticipated to take one month.
- Plans and specs ready within six weeks after preliminary review meeting.
- Final plans and specifications available for bidding within two weeks after receiving City's final comments.

Exhibit



PEI	Sr. Designer	Design/Field Tech	Survey	Secretary	Total HAL Cost	Outside Expense	COMMENT
					\$1,833.09		
			8.4		\$265.02	\$4,950.00	Provided by Geostrata
2.1					\$1,508.43		
6.3					\$1,045.17		
					\$1,988.07		
					\$1,172.01		
					\$0.00		
					\$0.00		
					\$384.30		
8.4	0	0	8.4	0			
775.32	\$0.00	\$0.00	\$1,124.76	\$0.00	\$8,196.09	\$4,950.00	Outside / Subconsultant Costs
					\$265.02		
					\$265.02	\$8,800.00	Dean Webb
					\$132.51		
78.8					\$15,845.34		
					\$573.72	\$1,925.00	Provided by EALyman
					\$2,737.56		
					\$2,035.32		
					\$1,537.20		
78.75	0	0	0	0			
2,268.63	\$0.00	\$0.00	\$0.00	\$0.00	\$25,093.74	\$10,725.00	Outside / Subconsultant Costs
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
0	0	0	0	0			
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Outside / Subconsultant Costs
87.15	0	0	8.4	0			



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

**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: Chad Boshell, City Engineer  
Date: February 21, 2017  
SUBJECT: Farmington Water Master Plan Update

### RECOMMENDATION

Approve the contract and award the Farmington Water Master Plan Update to JUB for the amount of \$32,000.

### BACKGROUND

The City received 7 proposals from engineering firms to do the Farmington Water Master Plan Update. The project will update the existing water model which will then be used to create a water master plan to plan the City's current and future water needs. The proposal review committee looked at cost, experience of the company, capability of the engineers, and schedule to determine the best firm to complete the work. It is recommended that JUB be awarded the project. The project will be paid from the water impact fees.

### SUPPLEMENTAL INFORMATION

1. Proposal
2. Contract

Respectively Submitted

Chad Boshell  
City Engineer

Reviewed and Concur

Dave Millheim  
City Manager

# Proposal for Farmington City Water Master Plan Update



January 20, 2017



J·U·B ENGINEERS, INC.



J-U-B ENGINEERS, INC.

OTHER J-U-B COMPANIES

January 20, 2017

Chad Boshell  
Farmington City  
720 West 100 North  
Farmington, UT 84025

**RE: Farmington City Water Master Plan Update | Request for Proposal**

Dear Chad:

We appreciated the opportunity to submit this proposal for your review. We have enjoyed our relationship with Farmington City and look forward to further involvement with the City and your staff.

Please see the attached proposal for the information you requested in the RFP. J-U-B ENGINEERS, Inc. (J-U-B) is very interested in doing the work for this Master Plan. We have assisted many other communities with a similar request for this service and feel that we have the manpower, experience, and expertise to complete the project to your satisfaction.

The team we have assembled includes people with a combined experience of more than 100 years. Nate Smith, who will be doing most of the computer work, has done Computer Modeling for J-U-B for 10 years. Brandon Nielsen is an expert on Water Rights and Wells in the industry. J-U-B's GIS group, Gateway Mapping, Inc., is a leader in the GIS industry. I, along with others in the firm, have several years' experience with multiple Cities, Counties, and Districts completing Master Plan Studies and Impact Fee Facilities Plans. We feel we can meet the needs you have expressed in your meetings and in other conversations.

Thank you for this opportunity and please do not hesitate to contact us at any time if you have any questions.

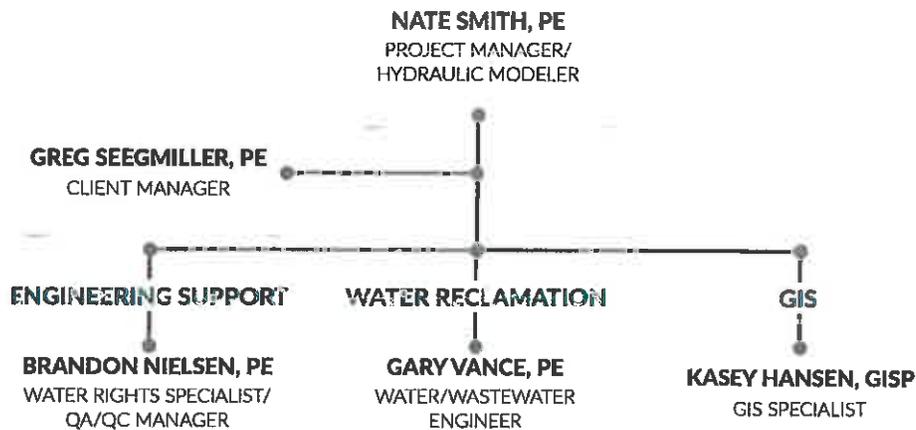
Sincerely,

Gregory L. Seegmiller, PE  
Client Manager

## 2 | PROJECT TEAM

J-U-B has brought together an experienced, streamlined, multi-disciplinary project team for Farmington City.

### ORGANIZATIONAL CHART



### NATE SMITH, PE > PROJECT MANAGER & HYDRAULIC MODELER

Nate has nine years of experience working on water, sewer, and storm drain projects. He has spent the majority of that time using computer modeling to analyze complex culinary water, secondary irrigation water, sewer, and storm drain systems. His modeling has been done in InfoWATER and InfoSWMM modeling software. Nate has also completed the hydrology and hydraulics calculations for several projects. His modeling experience includes open channel systems, closed conduit gravity systems, and closed conduit pressure systems. His breadth of modeling includes simple one pipe systems to complex city-wide networks.



**GREG SEEGMILLER, PE > CLIENT MANAGER**

Greg has 28 years of experience in Civil Engineering and Water Resource services. He has served as the City Engineer County Engineer or District Engineer for many communities throughout Northern Utah in his career. Greg has rich experience in Water Resources including Tanks, Reservoirs, Treatment, Transmission, Distribution, Wells, Pumps, Springs, Telemetry, Water Rights, and State and Local approvals. He has worked with funding requirements including CDBG, SRF, FEMA Pre-Disaster Mitigation Funds, NRCS-EWP, Water Resources, and COG funds.



**BRANDON NIELSEN, PE > WATER RIGHTS SPECIALIST & QA/QC MANAGER**

Brandon has 18 years of water resources engineering experience. He is experienced in water resources projects ranging from well feasibility studies, source development, source protection, water rights, well drilling and equipping design, and pump stations. Brandon is active in several professional organizations and remains up to date in water rights legislation, current industry practices, evolving technologies, and in State and Federal regulations affecting water resources. He has been involved in many recent culinary water master plan projects throughout Utah, Idaho and Colorado.



**GARY VANCE, PE > WATER/WASTEWATER ENGINEER**

Gary has 12 years of experience in master planning, funding, permitting, designing, and constructing water/wastewater projects. Gary's experience at J-U-B includes preparing nine Wastewater Facilities Plans where he evaluated the condition of existing facilities and recommended improvements, including investigating the possibility of water reclamation and reuse. He has also prepared several culinary water master plans. In addition, he has worked on the planning, design, and construction administration of numerous treatment facilities. These experiences have provided Gary in depth knowledge of all aspects of treatment facility projects including funding and permitting.



**KASEY HANSEN, GISP > GIS SPECIALIST**

Kasey has 15 years of experience with Gateway Mapping, is a certified GIS Professional (GISP), and is Gateway Mapping's GIS Services Director. Kasey's responsibilities include GIS project work, training, computer programming, hardware and software installation, and onsite GIS support for public and private sector Geographic Information Systems clients. Kasey has experience in GIS analysis, GIS development, thematic map design, analytical cartography, aerial photo interpretation, computer programming, and GPS. Kasey works to make GIS a useful and usable tool for our clients.

# 3 | J-U-B CAPABILITY

## CULINARY WATER MASTER PLANNING EXPERIENCE

J-U-B has helped communities throughout Utah prepare culinary water master plans to evaluate existing conditions, develop asset management strategies, and identify projects needed to maintain and grow their system. These plans have been valuable tools for our clients to accommodate rapid growth with limited budgets. With these plans in place, they have been able to update their impact fee facility plans and be in a good position for available grant opportunities to fund improvement projects.

A master plan from J-U-B incorporates the latest in GIS technology that gives you a real-time, accurate view of your water system so you can make informed decisions about management and improvements. J-U-B also has engineers skilled in hydraulic modeling to provide an analysis tool of future system demands and needs.

The table to the right summarizes J-U-B's recent culinary water master planning experience.

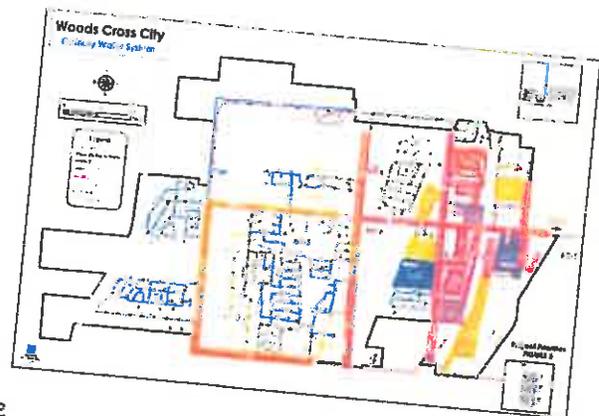
RECENT J-U-B WATER MASTER PLANNING EXPERIENCE				
PROJECT NAME YEAR COMPLETED	GIS	SYSTEM MODELING	IMPACT FEE FACILITY PLAN	CAPITAL IMPROVEMENT PLAN
Syracuse City, Utah 2017	✓	✓	✓	✓
Coalville City, Utah 2015	✓	✓		✓
Tabiona Town, Utah 2014	✓	✓		✓
City of Glenn's Ferry, Idaho 2014		✓		✓
Lindon City, Utah 2014	✓	✓	✓	✓
Clinton City, Utah 2014	✓			✓
Cache County, Utah 2014		✓		✓
City of Grace, Idaho 2014	✓			✓
City of Filer, Idaho 2014		✓		✓
Kaysville City, Utah 2013	✓	✓		✓
Bona Vista Water District, Utah 2013	✓	✓	✓	✓
Santaquin City, Utah 2013		✓		✓
Trenton Town Water 2012		✓		✓
Woods Cross City, Utah 2011, 2014	✓	✓	✓	✓
Corinne City, Utah 2008	✓	✓	✓	✓

### REFERENCES >

- **Zane DeWeese** | Coalville Public Works Director | 435-336-5980
- **Scott Anderson** | Woods Cross Public Works Director | 801-292-4421
- **Mike Child** | Clinton City Public Works Director | 801-614-0870

## WOODS CROSS CITY > CULINARY WATER ASSET MANAGEMENT PLAN

Woods Cross City became aware that their aging water system has elements in dire need of replacement. Some pipes were corroding, some materials originally used were fragile, some were undersized or deficient for existing needs. Impact fees will not cover these issues, so a utility rate adjustment was the preferred alternative.



J-U-B was called upon to review pipe age, pipe break history, soils type (corrosive), the existing water model for deficiencies, and other facility plans to coordinate the disruption of the roads. We estimated the cost for the 40 to 50 projects and then helped the City prioritize the projects. J-U-B was able to use its in-house GIS specialists as a helpful tool to incorporate the City's existing GIS information on pipe ages and break locations.

As a result of this project, a proposed rate increase of approximately 30% was determined to fund these improvements. The City is now able to move forward in completing the priority projects. It is expected that there will be water projects every year for the next 30 years and beyond totaling about \$10 million.

## CORINNE CITY > WATER MASTER PLAN & CAPITAL FACILITIES PLAN

Having seen surrounding communities caught off-guard by tremendous growth, Corinne City decided to be proactive and ready for growth. This required bringing all of their Master Plans, General Plan, Capital Facilities Plan, and impact fees into the 21st Century. Corinne City wanted to be organized and ready with updated ordinances and plans that would give the community a vision for the future as well as require new development to contribute in the cost of additional infrastructure, parks and trail development, and any other beneficial needs to the community.



The project included:

- Updating the General Plan
- Preparing Master Plans and impact fees for culinary and secondary water
- Updating the Master Plan for sewer treatment and infrastructure
- Developing a Master Plan for storm water, transportation, parks, and trails
- Developing impact fees for each area and updating the Capital Improvement Plan

The plan was completed two months ahead of schedule and within budget. With these plans in place and projects prioritized, Corinne City began improvements to their culinary water system including 5.25 miles of waterline and a 1MG water tank, funded in part with a \$2.6M SRF loan from the State Division of Drinking Water.

J-U-B ENGINEERS, Inc.

## 4 | UNDERSTANDING OF THE PROJECT

Farmington City is in need of an update to their Culinary Water Master Plan. This project entails three main tasks: Evaluate and update the existing model; Evaluate the update the future hydraulic model; and generate a list of projects needed for the future demands of the City. These evaluations will include the adequacy of sources, storage, water rights, and distribution.

Farmington City currently has 6.5 MG of storage in nine reservoirs. There are seven pressure zones that service the residents and businesses of the City. Source water is provided by the three running wells with a fourth well soon to be connected, along with a 500 Acre foot contract for water with Weber Basin. Irrigation is provided by Weber Basin and Benchland Irrigation with a few locations being serviced with culinary water. Some of the concerns of the City as they relate to this update are: the effects of one of the three mains breaking under I-15; the adequacy if the current Impact Fees; and the priorities of future projects to meet future demands.

There are several reasons why this is important to keep up to date.

- The City needs to keep ahead of the demands from future growth.
- The City needs to ensure that their Impact Fees are current so adequate fees are being paid.
- The City needs to understand the priorities of Capital Improvements.
- The Hydraulic Water model is required by the State Division of Drinking water for the approval of each development to ensure that there is adequate Source and Storage.
- The Utah Division of Water Rights also regulated the adequacy of Water Rights that should be evaluated as well.
- Fire departments need to know the capacity of the water system so that safety can be achieved in a fire situation.
- Other benefits from such a model would be to evaluate the energy efficiency from pressure zones, PRVs, pumps and wells in the system to minimize the energy and associated costs to the City (not part of the scope of this project).
- This evaluation can also assist determining the actual usage for source and storage of the system which may likely be less than the State required amounts, saving the City on avoiding unnecessary infrastructure. Interaction with this State on this is also not part of the scope.

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This evaluation, along with updating software and its data, and the associated compilation of Capital Projects, are the goals of this project.

There are regulations from the State of Utah that will apply to this project. From the Division of Drinking Water, the current requirement of 400gpd/ERU for storage, 800gpd/ERU for source, along with a peak instantaneous flow. The Division of Water Rights requires 0.45Acft/ERU in water rights. Both of the numbers are increased based on irrigation demands and Fire Flow Requirements. Another regulation is that the manipulation of the model must be supervised by a Licensed Professional Engineer.

# 5 | DETAILED WORK PLAN

## **TASK 1 | UPDATE AND CALIBRATE THE EXISTING WATER SYSTEM MODEL**

J-U-B will obtain the current EPANET model of the culinary water system from Farmington City and convert the available scenarios into Infowater software. We will obtain GIS data, land use data, water records, and pertinent information from the City. We will verify pipe sizes in the InfoWater model with the GIS data and revise demand regions to reflect land use and water records. A kickoff meeting with City personnel will be critical in understanding how the culinary system functions, supply sources, storage configuration, learn about problem areas or pressure concerns, etc. We will use fire flow data collected by the city to calibrate the existing system model. The systems will be reviewed to determine if there are any existing deficiencies or items/improvements to consider.

## **TASK 2 | CREATE AN UPDATE TO THE WATER MASTER PLAN**

We will analyze the city's water use records to identify current water use patterns. This analysis will also identify the existing peak day demands seen by the water system. We will use this data to compare with other city's usage along the Wasatch front to determine needs of conservation. We will use the General Plan Map and population projections provided by the city to create the following scenarios: Future 10 year, 20 years and 40 years. Water supply, storage and Water Rights status and needs will be evaluated for the scenarios listed. We will work with the city to determine where projected growth will occur. Information on the Water Loss will be evaluated based upon meter readings provided by the City. We will review the current Water Conservation Plan for the City and make recommendations as applicable.

## **TASK 3 | DEVELOP A WATER SYSTEM CAPITAL FACILITIES PLAN/IMPACT FEE FACILITIES PLAN (IFFP)**

We will meet with City Personnel to prioritize projects that were identified during the modeling of the water system. The projects will be categorized in the following categories:

1. Existing deficiencies
2. 10 year planning projects (included in impact fee calculation)
3. Future planning project (Not included in impact fee calculation)

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We will provide cost estimates for all of these projects and will coordinate all needed information with Zions Bank (The impact fee analysis consultant).

## **TASK 4 | CITY PROVIDED SERVICES**

It is our understanding that the city will provide the following services. The above scope includes incorporation of this information into the Master Plan.

- a. Provide existing EPAnet model files
- b. Provide previous water system masterplans
- c. Provide recent Farmington City Water Annual Report Data
- d. Provide Water Use Data in a useable format (excel, etc)
- e. Provide pressure zone boundaries
- f. Provide future annexation and potential service area boundaries
- g. Provide population and development growth projections
- h. Provide general plan and zoning maps in GIS
- i. Provide local fire flow requirements for residential and commercial buildings
- j. Provide Water system maps and GIS shapefiles containing pipes, fire hydrants, and water meters
- k. Provide GIS shapefiles with information regarding wells, springs, pumps, prvs, tanks, and topography data
- l. Provide aerial mapping within GIS
- m. Provide water rights summary

## 6 | SCHEDULE CONTROL

J-U-B is regularly called upon to act as Project Manager and engineer for complex municipal projects. Good Project Management practices keep projects on schedule and under budget. With over 300 employees, including core experts with specialized experience, J-U-B has the ability to pull together the resources to complete projects on time. Our project teams are carefully chosen so the right person is assigned to the right task to provide value to the City.

Before every project, we sit down in a kickoff meeting to analyze the triple constraints of Budget, Schedule, and Quality based on the client's needs and priorities. That analysis will then govern our approach to the Project, to ensure we are meeting the needs of the City in every way.

A cornerstone of the J-U-B approach is to evaluate risks or potential delays to the project schedule. At project kick-off, we identify risks and evaluate them qualitatively or quantitatively. Our work plan is oriented to mitigate risk and specific action items are assigned accordingly.

J-U-B develops a detailed project schedule tied to the scope of work highlighting critical path tasks. The schedule is resource-loaded so that labor is assigned as needed. J-U-B evaluates the schedule by tracking resources or labor, percentage complete of each work product, and status of the critical path.

J-U-B staff will conduct weekly team meetings internally to discuss details, assignments, and critical path items. The project will manager will also meet with the City Engineer and City Water Department Superintendent on a bi-weekly basis to update the City and for any course correction needed. These meetings can be modified as conditions require. Also, in an effort to keep on top of the budget, the Project manager will provide a report showing the percentage of budget expended for the design on a monthly basis.

The worst case delivery schedule as asked for in the RFP for the Master Plan is 150 days or July 3, 2017. We typically can prepare a study in 90 days.

# 7 | COST AND FEES

J-U-B proposes to complete the Master Plan for an overall lump sum fee of **\$32,000**. The lump sum fee can be broken down into tasks based on the following.

DESCRIPTION	BUDGET
<b>TASK 1 UPDATE AND CALIBRATE EXISTING WATER MODEL</b>	<b>\$13,000</b>
<b>TASK 2 CREATE AND UPDATE THE WATER MASTER PLAN</b>	<b>\$13,500</b>
<b>TASK 3 DEVELOP A WATER SYSTEM CAPITAL FACILITIES PLAN/IFFP</b>	<b>\$ 5,500</b>
<b>TOTAL COST</b>	<b>\$32,000</b>

J-U-B may provide other required services as requested by the City. This may Public Hearings or additional meetings with the State or Developers not considered in the Scope.

## 8 | REQUIRED CITY SERVICES

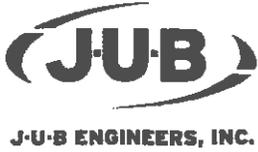
J-U-B will provide the services required for the Master Plan update. The list of City Provided Services in the RFP appears adequate based upon our discussions with the City. We will only need minimal services from the City for this project. They are as follows:

- Timely review of 50% and 90% review of the estimates, figures, maps, and reports and have comments back to J-U-B within 2 days following the review meetings.
- Provide the information listed in the RFP under City Provided services.
- Provide access to GIS information as needed.
- Provide SCADA information as needed.

## Farmington Water Master RFP Summary

Below are the costs provide in the proposals for the above mentioned project. Cost was only 1 of 5 categories that were evaluated.

<u>Consultant</u>	<u>Cost</u>
Ensign	\$53,100
Horrocks	\$60,945
Hanson Allen Luce	\$38,000
JUB	\$32,000
Bowen and Collins	\$64,452
Advanced Environmental	\$34,085
Gilson	\$65,000



# J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 55-17-xxx  
J-U-B Project Manager: G. Seegmiller

This Agreement entered into and effective this \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_, between Farmington City, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

### WITNESSETH:

WHEREAS the CLIENT intends to: Produce a Culinary Water Master Plan for the City. This includes updating the Existing Water Model, evaluating a Future Water Model and evaluating projects for an Impact Fee Facilities Plan, as described in Attachment 1. hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

### MUTUAL RESPONSIBILITIES

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and J-U-B, with a positive commitment to honesty and integrity, agree that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the Agreement.

### CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment, 2) appropriate professional interpretations of all of the foregoing, 3) environmental assessment and impact statements, 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws, and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B: All items listed in the RFP as City Provided

### PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

#### For the CLIENT:

1.	Name	<u>Farmington City</u>	Work telephone	_____
	Address	_____	Home/cell phone	_____
		_____	FAX telephone	_____
		_____	E-mail address	_____

#### For J-U-B:

1.	Name	_____	Work telephone	<u>801-547-0393</u>
	Address	<u>466 N 900 W</u>	Cell phone	<u>801-499-9977</u>
		<u>Kaysville, UT 84037</u>	FAX telephone	_____
		_____	E-mail address	<u>gseegmiller@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

**SERVICES TO BE PERFORMED BY J-U-B ("Services")**

J-U-B will perform the Services described as follows (or as described in Attachment 1, if provided): \_\_\_\_\_.

J-U-B assumes no responsibility to perform work not listed as Services.

**SCHEDULE OF SERVICES TO BE PERFORMED**

J-U-B will perform said Services as follows (or as described in Attachment 1, if provided): \_\_\_\_\_.

This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

**BASIS OF FEE**

The CLIENT will pay J-U-B for their Services and reimbursable expenses as follows (or as described in Attachment 1, if provided): \_\_\_\_\_.

Yes *Management Reserve Fund.* If "YES", the CLIENT will establish a management reserve fund of \$\_\_\_\_\_ to provide the CLIENT's Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.  
 No

Yes *Retainer.* If "YES", the CLIENT will pay J-U-B a retainer of \$\_\_\_\_\_ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.  
 No

Other work that J-U-B performs, which is not defined as Services at the request or acquiescence or knowledge of the CLIENT, is "Additional Services". Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis.

File Folder Title: Farmington City - Culinary Water Master Plan

Remarks: \_\_\_\_\_

**The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:  
Farmington City Corporation  
NAME  
STREET  
CITY / STATE / ZIP CODE  
BY (Signature)  
NAME / TITLE  
BY (Signature)  
ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:  
STREET  
CITY / STATE / ZIP CODE  
BY (Signature)  
NAME / TITLE

*Applicable Attachments or Exhibits to this Agreement are indicated as marked.*

- Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee
- Attachment 2 – Special Provisions
- Standard Exhibit A – Electronic Documents Reuse Provisions
- Standard Exhibit B – Construction Phase Services

**J-U-B ENGINEERS, Inc.**  
**TERMS AND CONDITIONS**

**GENERAL**

J-U-B shall provide for the CLIENT the Services as set forth herein. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESSED OR IMPLIED ON BEHALF OF IT OR OTHERS.** The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations; and, J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and any contact or action of the CLIENT or others with third parties. CLIENT, therefore, indemnifies and holds J-U-B harmless from the actions and omissions of CLIENT and third parties involved in the Project.

J-U-B shall not be required to sign any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions whose existence J-U-B cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with J-U-B or payment of any amount due to J-U-B in any way contingent upon J-U-B signing any such certification.

CLIENT acknowledges that in soil investigation work and in determining subsurface conditions for the Project, the characteristics may vary greatly between successive test points and sample intervals.

Resetting of survey and/or construction stakes shall constitute Additional Services.

Any sales tax or other tax on the Services rendered under this Agreement shall be paid by the CLIENT.

**REUSE OF DOCUMENTS**

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B. All printed materials, any magnetic media, or other communication or information formats ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project and shall remain the property of J-U-B whether or not the Project is completed. Although CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused without J-U-B's written consent. Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall indemnify and hold J-U-B harmless from any claims, damages, losses and expenses arising out of or resulting from such reuse. Files in electronic media format of text, data, graphics, or of other types that are otherwise furnished by J-U-B to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

If submittal of electronic files are included as part of the Project, the requirements of **Standard Exhibit A – Electronic Documents Reuse Provisions** apply to this Agreement.

**CONSTRUCTION PHASE SERVICES**

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give J-U-B control over contractor(s) work; nor, shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If Construction Phase Services are included as part of the Project, the requirements of **Standard Exhibit B – Construction Phase Services** apply to this Agreement.

**OPINIONS OF COST**

Since J-U-B has no control over the cost of labor, materials, equipment or Services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, J-U-B's opinions of probable total Project costs and construction, if any, are to be made on the basis of J-U-B's experience and qualifications, and represent J-U-B's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but J-U-B cannot and does not guarantee that proposals, bids or actual total Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. If the CLIENT wishes assurance as to total Project or construction costs, CLIENT shall employ an independent cost estimator. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT.

**TIMES OF PAYMENTS**

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day. If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

**TERMINATION**

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. If the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid, in addition to any other remedies at law or equity, an allowance as determined by J-U-B,

including but not limited to: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, obtaining and engaging in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

#### **RISK ALLOCATION**

The CLIENT is aware of the risks, rewards, and benefits of the Project and J-U-B's Basis of Fee for Services. The risks are hereby allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the total combined liability of J-U-B, its officers, employees, successors, partners, heirs and assigns to the CLIENT, for professional errors or omissions, directly or through third parties, for all injuries, claims, expenses, costs, fees, and legal fees, damages or claims of expenses arising out of this Agreement from any cause, shall not exceed the amount of J-U-B's fees paid on this Agreement. Such causes include, but are not limited to, J-U-B's negligence, errors, omissions, strict liability, and breach of this Agreement. In no event shall J-U-B be liable for any incidental, indirect or consequential damages.

J-U-B's liability for any cause or claim other than for professional errors or omissions, including, but not limited to, negligence, strict liability, or breach of contract or warranty, express or implied, shall not exceed the total insurance proceeds (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal) paid on behalf of or to J-U-B by J-U-B's insurers in settlement or satisfaction of such causes or claim under the terms and conditions of J-U-B's insurance policies applicable thereto.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation. To the extent allowed by law, CLIENT may not recover for economic loss from J-U-B through third parties.

#### **HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS**

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project Site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

#### **RIGHT OF ENTRY**

The CLIENT shall provide for J-U-B's right to enter the property owned by the CLIENT and others in order for J-U-B to fulfill the Services to be performed hereunder. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the Project, Services, or discovery of hazardous materials or suspected hazardous materials on the property.

#### **MEDIATION BEFORE LITIGATION**

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and J-U-B agree that all disputes between them arising out of or relating to this Agreement, the Project, or the Services, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation as a condition precedent to litigation unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors and consultants on the Project, and also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

#### **LEGAL FEES**

In the event of any action brought by J-U-B to enforce the payment provisions of the Agreement, the prevailing party shall be entitled to such reasonable amounts for fees, costs and expenses including attorney's fees as may be set by a court.

#### **SURVIVAL**

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### **EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

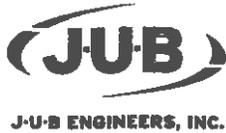
#### **SUCCESSORS AND ASSIGNS**

CLIENT and J-U-B and their partners, successors to this Agreement, executors, administrators and legal representatives of such other party, each is hereby bound in respect to all the covenants, agreements and obligations of this Agreement. Neither CLIENT nor J-U-B may assign, sublet, or transfer any rights under or interest (including, without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. 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 this Agreement.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

#### **CONTROLLING LAW, JURISDICTION, AND VENUE**

This Agreement is to be governed by the laws of the state in which the Project is primarily located. Any action or proceeding arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of said state.



**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**FOR  
Culinary Water Master Plan  
Farmington City**

**Attachment 1 – Scope of Services, Schedule, and Basis of Fee**

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

**PROJECT UNDERSTANDING**

The project is to evaluate the City's existing Hydraulic Computer Model along with Storage and Source requirements of the Water system and prepare a future model for the use of determining future system needs and impact Fees. JUB will produce the impact Fee Facilities Plan and a separate consultant will provide the Impact Fee Assessment.

**PART 1 - SCOPE OF SERVICES**

- A. **Basic Services** - J-U-B's Basic Services under this Agreement are limited to the following tasks. CLIENT reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

**Task 100 – Update and Calibrate Existing Water Model**

J-U-B will obtain the current EPANET model of the culinary water system from Farmington City and convert the available scenarios into Infowater software. We will obtain GIS data, land use data, water records, and pertinent information from the City. We will verify pipe sizes in the InfoWater model with the GIS data and revise demand regions to reflect land use and water records. A kickoff meeting with City personnel will be critical in understanding how the culinary system functions, supply sources, storage configuration, learn about problem areas or pressure concerns, etc. We will use fire flow data collected by the city to calibrate the existing system model. The systems will be reviewed to determine if there are any existing deficiencies or items/improvements to consider.

**Deliverables:**

- Report of the existing water system including Peak Factors, usage curves and tank elevations.

**Assumptions:**

- One design coordination meetings with Farmington City staff.

**Task 200 – Create and update the Water Master Plan**

We will analyze the city's water use records to identify current water use patterns. This analysis will also identify the existing peak day demands seen by the water system. We will use this data to compare with other city's usage along the Wasatch Front, whose information we may currently have on file, to determine needs of conservation. We will use the General Plan Map and population projections provided by the city to create the following scenarios: Future 10 year, 20 years and 40 years. Water supply, storage and Water Rights status and needs will be evaluated for the scenarios listed. We will work with the city to determine where projected growth will occur. Information on the Water Loss will be evaluated based upon meter readings provided by the City. We will review the current Water Conservation Plan for the City and make recommendations as applicable.

**Deliverables:**

- Report of the future water system including demands and usage.
- Copy of the Computer model for future modification by the City.

**Assumptions:**

- Future growth information to be given by the City

- Two design coordination meetings with Farmington City staff.

**Task 300 – Develop a Water System Capital Facilities Plan/IFFP**

We will meet with City Personnel to prioritize projects that were identified during the modeling of the water system. The projects will be categorized in the following categories:

1. Existing deficiencies
2. 10 year planning projects (included in impact fee calculation)
3. Future planning project (Not included in impact fee calculation)

We will provide cost estimates for 10 year planning projects and cursory estimate for Future planning projects and will coordinate the needed information with the Impact Fee Analysis (IFA) consultant.

**Deliverables:**

- Impact Fee Facilities Plan (IFFP).

**Assumptions:**

- This scope assumes one additional meeting with staff during the creation of the report. (4 total)
- Presentation of the IFFP at one Public Hearing.

**B. CLIENT's Responsibilities** - CLIENT is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in J-U-B's Basic Services that may be required for the project, including, but not limited to:

1. Timely review of the 50% and 90% review of the estimates, figures maps, and reports and have the comments back to J-U-B within 2 days following the review meeting
2. Provide existing EPAnet model files
3. Provide previous water system masterplans
4. Provide recent Farmington City Water Annual Report Data
5. Provide Water Use Data in a useable format (excel, etc.)
6. Provide pressure zone boundaries
7. Provide future annexation and potential service area boundaries
8. Provide population and development growth projections
9. Provide general plan and zoning maps in GIS
10. Provide local fire flow requirements for residential and commercial buildings
11. Provide Water system maps and GIS shapefiles containing pipes, fire hydrants, and water meters
12. Provide GIS shapefiles with information regarding wells, springs, pumps, prvs, tanks, and topography data
13. Provide aerial mapping within GIS
14. Provide water rights summary
15. Provide SCADA information as needed.
16. Provide fire flow testing information for use in calibrating the model.

**PART 2 - SCHEDULE OF SERVICES**

- A. The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

Following your Notice to Proceed, J-U-B will complete the work for the above mentioned scope of tasks in 150 calendar days as discussed in the proposal.

**PART 3 - BASIS OF FEE**

- A. CLIENT shall pay J-U-B for the identified Basic Services as follows:

1. For Lump Sum fees:

- a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
2. For Time and Materials fees:
- a. CLIENT shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each J-U-B employee times that employees' standard billing rate for all services performed on the Project, plus Reimbursable Expenses and J-U-B's Consultants' charges, if any.

B. The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
100	Update and Calibrate Existing Water Model	Lump Sum	\$13,500
200	Create and update the Water Master Plan	Lump Sum	\$13,000
300	Develop a Water System Capital Facilities Plan / IFFP	Lump Sum	\$5,500

C. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.

**FARMINGTON CITY COUNCIL MEETING**  
February 7, 2017

**WORK SESSION**

*Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Cory Ritz and Brett Anderson; City Manager Dave Millheim, City Recorder Holly Gadd.*

*Brigham Mellor was excused.*

**CLOSED SESSION**

Motion:

At 6:05 p.m., **John Bilton** made a motion to go into a closed meeting for purpose of litigation. **Cory Ritz** seconded the motion which was unanimously approved.

Sworn Statement

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

---

Jim Talbot, Mayor

***Motion:***

At 7:08 p.m., a motion to reconvene into an open meeting was made by **Doug Anderson**. The motion was seconded by **Cory Ritz** which was unanimously approved.

**REGULAR SESSION**

*Present: Mayor Jim Talbot, Councilmembers John Bilton, Cory Ritz and Brett Anderson; City Manager Dave Millheim, City Development Director David Petersen, City Planner Eric Anderson, City Parks and Recreation Director Neil Miller, Parks and Recreation Staff Member Dailee Gardner, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden.*

*Council Members Brigham Mellor and Doug Anderson were excused.*

**CALL TO ORDER:****Roll Call (Opening Comments/Invocation/Pledge of Allegiance)**

The invocation was offered by **Mayor Jim Talbot** and the Pledge of Allegiance was led by **Hannah Palomares** of Girl Scout Troop 2106.

**Parks and Recreation Gym Usage Report**

*This item was originally slated for the Work Session, but was brought forward to the Regular Session due to time constraints.*

**Neil Miller** provided an update regarding the new gym. He indicated that his staff are still working on a few problems, including heating issues in the office, but that most major problems have been addressed with a few things that will be fixed in spring. Parks and Recreation staff member, **Dailee Gardner**, reviewed the activity usage, admission sales, memberships, and reservations. In September, most usage was basketball. In October, use of the running track and pickleball increased. For November about half of the usage was basketball, with an increase in pickleball come December. These later months also had an increase in track usage. Staff are receiving positive feedback regarding the track, basketball, and volleyball courts and equipment. Suggestions have been made about improving pickleball operations. Parks and Recreation staff also host table tennis on Friday nights. The Gym software is currently being updated so January usage statistics will be presented later.

**Dailee Gardner** indicated that the gym is busy during its open hours, with 10 a.m. to 11 a.m. having slightly less usage. The gym is currently closed from 11 a.m. to 3 p.m. This was by design so that the Parks and Recreation staff could stretch the hours in response to demand, rather than having to cut back or close more often because of a lack of usage.

Competition and Club volleyball and basketball are making (and keeping) reservations and have found reserving a court to be valuable. The charts presented did not include adult programs, just daily admissions. Jr. Jazz participation was also excluded. The Jr. Jazz program has 1100 participants; with six courts and 4-5 games at one time, and parents and grandparents as spectators, this can mean that there are around 300 people on a Tuesday, Wednesday or Thursday night.

**Dave Millheim**, City Manager, emphasized that the City purposely did a soft opening and set the rates to encourage residents to make use of the gym. The General Fund is still subsidizing operations. The City hopes to see usage of the gym at a level that will support its operations while keeping rates reasonable.

Councilmember **Cory Ritz** asked if there has been any EMS response to injury or other emergency at the gym. **Neil Miller** indicate that to date, there had not been any incidents requiring an EMS response.

The Council suggested signage to help with traffic flow on the track (walking/running limited to inside or outside lane). **Mayor Jim Talbot** would like to see reports and further tracking regarding requests for equipment (ellipticals, weights, etc.).

## PUBLIC HEARINGS

### Adamson Property Rezone Application

This public hearing relates to a rezone of 1.22 acres of property located at 42 North 650 West.

**Eric Anderson**, City Planner, presented the staff report indicating that the applicant wants to put a sign on the building and door of the property. This requires a rezoning for a commercial use and it is recommended that it be rezoned TMU. Its current office use has been grandfathered in as a legally non-conforming use; rezoning the property will make it legally conforming. Staff is in favor of the rezone. MonuMetric has been good for the city of Farmington.

**Scott Adamson**, of 940 East Windsor Lane, Bountiful, Utah, testified as the property owner. He indicated that MonuMetric is pleased to be in Farmington and currently employs 40 full-time employees, all of whom are college graduates. The company anticipates growing by 40 percent in the current fiscal year. Current space would allow for 120 employees maximum so MonuMetric may seek additional property within Farmington City to accommodate future growth.

MonuMetric is not open to the public, and people often confuse the building with Farmington Parks and Recreation. **Adamson** hopes that the signs will resolve that issue. The signs will have some backlighting, but no fluorescents.

*Mayor Jim Talbot opened the public hearing, but with no one signed up to address the Council on the issue, Mayor Talbot closed the public hearing at 7:45 p.m.*

**Mayor Jim Talbot** noted that the Planning Commission approved the rezone unanimously.

**Dave Millheim** clarified that the Council is approving the rezone now, and that the signage would not come before the Council as the application indicates that the applicant must comply with the Sign Ordinance.

#### ***Motion:***

**Councilmember John Bilton** moved to approve the zone map amendment of 1.22 acres of property located at 42 North 650 West from A (Agricultural) to TMU (Transit Mixed Use) as identified on the attached map, subject to all applicable Farmington City ordinances and development standards and the following condition: the applicant must comply with the Sign Ordinance as found in Title 15 and follow the proposed renderings attached (to the application).

**Councilmember Cory Ritz** seconded the motion. The Rezone Application was approved unanimously.

#### Findings for Approval:

1. The proposed rezone is consistent with the general plan.
2. The proposed rezone is consistent with the surrounding properties and neighborhoods.
3. The use that is already in place is legally non-conforming; rezoning the property will make it legally conforming.

4. The applicant is not expanding on their use or adding on to their building, they are only seeking to place one sign each on the side and front of their building.
5. The use that is already in place is necessary and desirable as it supplies the community with jobs and it meets the intent of Chapter 18 of the Zoning Ordinance.
6. Only those areas in close proximity and good pedestrian access to the commuter rail stop are zoned TMU; the subject property is consistent with these characteristics.

### **Call Property Rezone**

This public hearing relates to a rezone of .96 acres of property located at 1875 North 1075 West.

**Eric Anderson** presented the staff report regarding the rezone. The property in question was formerly UDOT surplus property that was obtained by Dr. Call via a quitclaim deed. Dr. Call would like to add a dentist office to the property and is requesting a rezone from A and LR to NMU. This fits with neighborhood and adjacent properties. As part of the general plan the property is zoned as NMU, but current zoning is related to US 89 Right of Way. He further noted the Planning Commission has unanimously approved the rezone.

**Councilmember Brett Anderson** asked for clarification regarding the timing of the zone change as it relates to the property owner presenting a site plan. **Eric Anderson** noted that in the past the zone change has been contingent on the site plan. **Dave Millheim** added that the Council may be concerned about what could be perceived as contract zoning. The council should evaluate whether the property makes sense to be rezoned NMU. The City Attorney has advised staff to be careful about tying zoning to the use.

**Mayor Jim Talbot** asked about the possibility of adding a sunset clause to the zoning. **Eric Anderson** clarified that once a property is rezoned it is permanent as downzoning is considered a taking. If the Council is not comfortable they have the right to rezone the property at a later date.

**Brian Call**, residing at 1013 Loma Drive, Kaysville, Utah, testified that he is currently practicing dentistry in Kaysville and has outgrown the space and is leasing but would like to develop his own property. Dr. Call indicated that he plans to break ground on the property as soon as the zoning is approved. The process to acquire the property from UDOT took more than two years, so Dr. Call is eager to begin the next phase.

**Mayor Jim Talbot opened the public hearing at 7:56 p.m.**

**Matt Russon**, residing at 2127 Rifleman Drive, Farmington, Utah and owner of Russon Mortuary, voiced approval of the rezone. He further added that Dr. Call has made the process friendly and would make a great neighbor and business owner for Farmington.

**Sheldon Peck**, 471 Oakwood Place, is an Orthodontist practicing in Syracuse, but residing in Farmington. He expressed support for the rezone noting that Dr. Call has a good reputation as a dentist and suggested that if he is willing to buy the property from UDOT then he should be allowed to improve the property as stated.

**Christian Murray**, Hunters Creek subdivision of Farmington, expressed approval for the rezone.

**Mayor Jim Talbot closed the public hearing at 8 p.m.**

***Motion:***

**Brett Anderson** moved that the City Council approve the zone map amendment and enabling ordinance related thereto of .96 acres of property located at approximately 1875 North 1075 West from A and LR to NMU, as identified on the map in the staff report, subject to all applicable Farmington City ordinances and development standards, and the following conditions:

1. The legal description must match the site plan submitted as part of a conditional use and site plan application;
2. The City shall vacate the 1875 North R.O.W. on the north end of the subject property prior to or concurrent with a conditional use and site plan application.

**John Bilton** seconded the motion which was approved unanimously.

**Findings for Approval:**

1. The proposed rezone is consistent with the General Plan.
2. The proposed rezone is consistent with the adjacent property to the north.
3. The proposed rezone and subsequent use is necessary and will provide benefit to the community.
4. The proposed rezone and subsequent use is not detrimental to the health, safety, and general welfare of the community.

**Zone text Amendment for Chapter 18 including Regulating Plan and Big Box Footprint Size**

**Eric Anderson** offered that the City staff has considered removing the provision allowing for large footprint retail buildings (defined as greater than 20,000 s.f.) in the mixed-use districts. Following the UDA charrette, UDA recommended removing large footprint retail from Chapter 18. Large Retail Footprint (LRF) could be considered, but would have to apply under Section 140. This gives control back to City Council to determine which projects are best suited for Farmington. As the code currently reads, a big box retailer could come in and wanted to build in the mixed-use district, and as long as it meets city ordinances, the City has no recourse to deny the project. He noted that the Planning Commission moved unanimously to recommend the zoning amendment. By using Section 140, applicants would be required to present a project master plan of a minimum of 5 acres.

**Eric Anderson** explained that changes to the uses table and the development plan review section were to indicate that a building greater than 20,000 square feet is permissible, but not for a single retailer. **Brett Anderson** suggested capitalizing the words “retail” and “wholesale” so that “Retail and Wholesale sales individual tenant use” would become a defined concept rather than a collection of words.

**John Bilton** asked why the 20,000 square footage was chosen. **Eric Anderson** indicated that higher the square footage amount, the less discretion and flexibility is retained by the Council and noted that the 20,000 number was inherited from the existing code.

*At 8:26 p.m. Mayor Jim Talbot opened the public hearing.*

**Lance Evans**, 638 Compton Road, Farmington expressed opposition the zone text amendment. He argued that the change adds additional restrictions for property owners and developers to overcome. Evans provided examples of Trader Joes and Whole Foods, as desirable retailers that have store sizes larger than 40,000 square feet that could be hampered by having to go through the Section 140 process which he believes has more risk, because there are more unknowns through that process. Evans stated that there are already standards in place in the code and that Council has controls. He suggested that making the zone text amendment apply to single retailers larger than 50,000 square feet would make it easier for property owners to explore development with mid-size retailers.

*Mayor Talbot closed the public hearing at 8:31 p.m.*

**Mayor Talbot** asked about how much more difficult it is for projects to go through Section 140. **Eric Anderson** offered that in some ways it is easier as it is a shorter approval process. **John Bilton** indicated that there is more risk on the developer' side. He noted that this is a tricky time for Farmington as it chooses how to develop remaining acreage and the Council should be careful not to limit opportunities but keep in mind concepts of “work/play/live” with pedestrian and transportation friendly options.

**Cory Ritz** asked **Lance Evans** if he would rather see tightened standards in the form-based code or do what is proposed and use the Section 140 as an avenue to get to the desired result. **Lance Evans** said that allowing the flexibility to seek approval through the Section 140 process is fine, but that he disapproves of the proposed approach that anything above the arbitrary amount of 20,000 is an automatic “no.” He further noted that it limits marketability because potential tenants are less sure about what has to be in place before plans can get approved. If the code outlined that anything over X amount requires certain landscaping or design standards it would be easier for property owners to get commitments from tenants.

**Brett Anderson** suggested that a mechanism be in place for staff to alert Council if an interested business wants to apply through the Section 140 process. **Dave Millheim** clarified that the mechanism is not written into the ordinance, but that current staff procedure would be to inform the Council of any project seeking approval under Section 140. **Cory Ritz** noted that staff and the council are doing more work to make sure what comes from Farmington is of quality and suggested that if the zone text amendment is approved, the Council should reevaluate the impact of the change after some period of time.

*Motion:*

**John Bilton** moved that the City Council approve the amendment to the zoning ordinance of Section 11-18-050 and 11-18-070 as set forth in the February 7, 2017 staff report and the enabling ordinance related thereto with the modification that “Retail” and “Wholesale” should be

capitalized in the Uses and Development Plan Review sections and that the Council shall review the efficacy of the amendment in 12 months.

**Cory Ritz** seconded the motion which was approved unanimously.

Findings for Approval:

1. Amending the Regulating Plan and related block size at the time of Project Master Plan provides the City with more detailed information as it relates to the plan for the area.
2. By posting the public hearing and tabling items (a) and (b), the City starts the process of amending the Regulating Plan and Section 11-18-040 and it starts the “pending legislation” process, giving the City more control over potential applications that may come in the future, but do not fit in with the ultimate plans for this district.
3. Amending Section 11-18-070 to remove large footprint retail buildings as a possibility allows the City more control over big box retail and whether or not to approve it. Currently, any big box retail can come into the mixed use district as long as they follow Section 11-18-070.
4. Staff feels that large footprint retail is antithetical to the purpose and intent of the form based code that governs the mixed use district, which is to *“encourage a diversity of uses that can respond to market forces while being consistent with a design that promotes a transit and pedestrian-oriented pattern of development.”*
5. If an applicant were to propose a large footprint retail building that the City desired, the applicant could potentially invoke Section 114 and deviate from the standards of Chapter 18 and receive approval for their building. In that circumstance, the decision to enter into a development agreement and allow the use of Section 114 would be purely legislative, and thus, discretionary.

**Zone Map Amendment for 28 Acres located at 1110 W Park Lane**

**Dave Millheim** clarified that this item was removed from the agenda at the applicant’s request; because the Public Hearing was already Noticed, it was left on the agenda, and pulling the item from tonight’s agenda does not mean that the Planning Commission’s recommendation is invalidated. The Planning Commission held a Public Hearing on this Zone Map Amendment and recommended denial of the rezone. Staff has discussed the item and have since met with the Mayor, the Evans’, and their broker. The property owners have pulled their application for the time being to work on a defined plan that will return to the Council for review at some point in the future. This item will not be required to be reviewed again by the Planning Commission, unless the plan presented to the Council is drastically different and the Council reserves its right to send the application back to the Planning Commission for review and recommendation.

The City will re-notice the Public Hearing in front of the City Council.

**SUMMARY ACTION:**

1. **Pregnancy Light Duty Policy**
2. **2017 Municipal Elections Agreement**
3. **Hunters Creek Conservation Easement Amendment Request**
4. **Approval of Minutes from 1/3/17**
5. **Approval of Minutes from 1/17/17**

Mayor Talbot reviewed the summary action. Dave Peterson, City Development Manager, noted that the Hunters Creek Conservation Easement Amendment Request should be considered outside of summary action so that staff may provide an update.

***Motion:***

Brett Anderson moved, with a second from John Bilton to remove the Hunters Creek Conservation Easement Amendment Request from the summary action and consider only items 1, 2, 4 and 5 for summary action.

The motion was approved unanimously.

***Motion:***

Brett Anderson moved, with a second from Cory Ritz, to approve summary action items 1, 2, 4 and 5 as contained in the staff report.

The motion was approved unanimously.

**Hunters Creek Conservation Easement Amendment Request**

Dave Peterson met with James Creer from the Hunters Creek HOA and they would like to strike the words “fire pit” from Note 15 of the Hunters Creek Conservation Easement Amendment Request.

Cory Ritz moved, with a second from John Bilton, to approve the Hunters Creek Conservation Easement Amendment, removing the words “fire pit” from Note 15.

The motion was approved unanimously.

***Motion:***

John Bilton moved, with a second from Brett Anderson, to move Hughes Property General Plan Amendment to be the next order of business. The motion was approved unanimously.

**OLD BUSINESS:**

**Hughes Property General Plan Amendment**

**Mayor Jim Talbot** suggested that the Hughes Property General Plan Amendment should be tabled until the next Council meeting when all Council members will be present so those Council members living in the area could weigh in on the issues.

***Motion:***

**Brett Anderson** moved to table Hughes Property General Plan Amendment until the Council meeting scheduled for February 21, 2017.

**John Bilton** seconded the motion which was approved unanimously.

**DISCUSSION ITEMS:**

**Preliminary Parking Lot Configurations**

In September 2016 the City purchased property from the Wheeler family that abuts City Hall to the south. The intent was to eventually expand the parking lot and increase circulation around City Hall. Staff was directed to do some preliminary parking lot configurations showing different possible configurations. Staff presented the preliminary parking lot configurations to get City Council feedback and recommendations for next steps.

**Councilmembers** briefly discussed the pros and cons of each option as outlined. They further expressed appreciation for **Eric Anderson** and other Staff for the good work done by presenting the options for the property. **Dave Millheim** suggested that the preliminary parking lot configurations will be brought before the City Council at such a time as necessary.

**GOVERNING BODY REPORTS:**

**City Manager Report**

**Dave Millheim** did not present from a written report, but wanted to pass along some concerns from a resident with an extension agreement. The SAA was not approved, but City Council previously moved to call the extension agreements of three properties that are impacted by the initial section of road built. The initial extension agreements did not include costs associated with the sidewalk. All affected residents are benefiting from the TIGER Grant from the U.S. Department of Transportation to cover the costs of the sidewalk. The concerned resident has paid all necessary fees save for one last remaining payment and is requesting once the other extension agreements are called the Council would consider lowering her fees consistent with impacts on the other property owners.

**Dave Millheim** confirmed that on recommendation of the Council, the City would put the resident's last payment on hold until such time as the council finalizes other extension agreements; if the amount owed by each property owner goes down once final bids, fees, and General Fund contributions are considered, than the payments will be reduced proportionally to three (3) impacted property owners.

**Mayor Talbot & City Council Reports**

**Councilmember John Bilton**

**John Bilton** asked about clarification regarding the demolition letter received from Lagoon and whether or not that issue would come before the Council. Staff stated that the issue would only come before the Council if Lagoon were to not comply with the existing ordinance.

**John Bilton** had a request from resident Hannah Palomares to enquire about the possibility of the Lagoon shuttle servicing Farmington Jr. High. This would assist approximately forty students. **Dave Millheim** reported a meeting scheduled with UDOT on February 8 at 3 p.m. and instructed Ms. Palomares to provide him with additional information via email to discuss with UDOT. He related that the shuttle has to align with the Frontrunner schedule, but would look into servicing the junior high.

**John Bilton** summarized a complimentary letter from a Kaysville resident regarding Farmington City snow removal and the good work of City crews.

#### **Councilmember Cory Ritz**

Nothing to report.

#### **Councilmember Brett Anderson**

**Brett Anderson** relayed concerns of city residents living west of the Davis County Fairgrounds and getting parking tickets for utilizing on-street parking during the winter. Staff reported that parking on the street is in violation of winter parking ordinances and is necessary to ensure that emergency vehicles and snow plows are not impeded.

#### **Mayor Jim Talbot**

**Mayor Jim Talbot** provided a summary of a meeting between mayors and city managers of Farmington, Fruit Heights, Kaysville and Layton. The topic was a preliminary discussion regarding the forming of a Fire District. It was a civil conversation and the next steps will be have a combined meeting of the Fire Chiefs to explore the opportunity further.

Additionally, **Mayor Jim Talbot** reminded Councilmembers about the upcoming Utah League of Cities and Towns Midyear Convention April 5-7 in St. George. If Councilmembers are interested in attending, please let staff know.

#### **ADJOURNMENT**

##### ***Motion:***

At 9:52 p.m., **Brett Anderson** made a motion to adjourn the meeting. **Cory Ritz** seconded the motion which was unanimously approved.

## CITY COUNCIL AGENDA

For Council Meeting:  
February 21, 2017

**SUBJECT: Update of Demolition Ordinance**

### ACTION TO BE CONSIDERED:

Discussion Item Only.

### GENERAL INFORMATION:

Dave Petersen will be presenting this item of discussion.

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 21, 2017

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

1. Fire Monthly Activity Report for January
2. Building Activity Report for January
3. Spring Clean-up April 22<sup>nd</sup>

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



# Farmington City Fire Department

## Monthly Activity Report



### January 2017



#### Emergency Services

**Fire / Rescue Related Calls: 20**

*All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc...*

**Ambulance / EMS Related Calls: 79 / Transported 65 (89%)**

*Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc...*

**Calls Missed / Unable to Adequately Staff: 4 (4%)**

#### On-Duty Crew / Shift Dynamic Data / January 1<sup>st</sup> – 31<sup>st</sup>

**Incident / On-Scene Hours / Month Total: 54.45 Hours (Approximate 218 Man Hours)**

**Ambulance Transport Related Hours / Month Total: 65 Hours (Approximate 130 Man Hours)**

**Urgent EMS Related Response Times (AVG): 6.5 Minutes GOAL 4 minutes or less (+2.5 min.)**

**Urgent Fire Related Response Times (AVG): 8.4 Minutes GOAL 4 minutes or less (+4.4 min.)**

#### Part-Time Man-Hours (based on the following 28-day pay range / Jan 6<sup>th</sup> and Jan 20<sup>th</sup>)

Part-Time Shift Staffing:	1,397	Budgeted 1,395	Variance + 2
Part-Time Secretary:	100	Budgeted 100	Variance + 0
Part-Time Fire Marshal:	92	Budgeted 80	Variance + 12
Part-Time Fire Inspector	50	Budgeted 50	Variance + 0
Full-Time Captains:	N/A	48/96 Hour Schedule	Variances / Overtime + 32
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	111		
Emergency Callbacks:	198	<b>FIRE 11 Hrs. / EMS 157Hrs. (YTD) 168</b>	
Special Event Hours:	24	24 (YTD)	
<b>Total PT Staffing Hours:</b>	<b>1,972</b>	<b>1,972 (YTD)</b>	





# Farmington City Fire Department

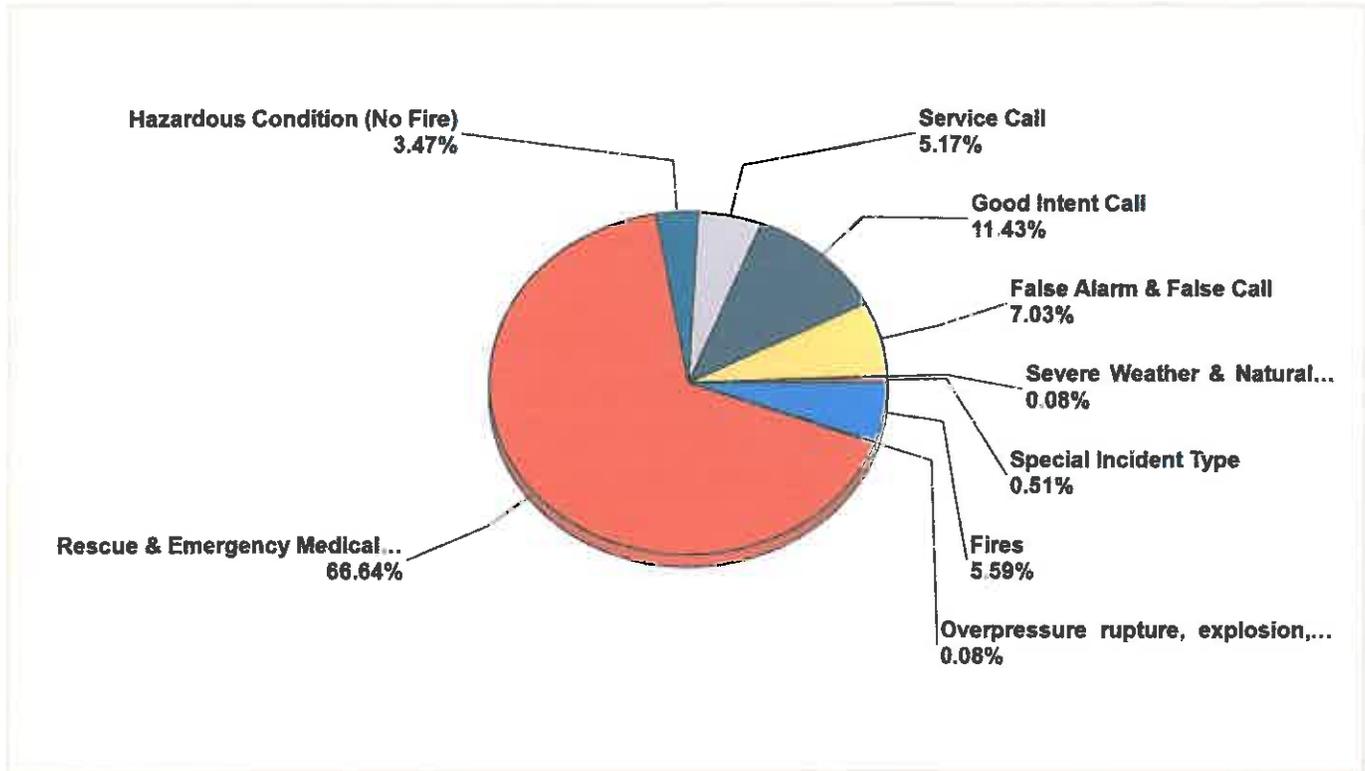
Farmington, UT

This report was generated on 2/13/2017 10:25:15 AM



## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2016 | End Date: 12/31/2016



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	66	5.59%
Overpressure rupture, explosion, overheat - no fire	1	0.08%
Rescue & Emergency Medical Service	787	66.64%
Hazardous Condition (No Fire)	41	3.47%
Service Call	61	5.17%
Good Intent Call	135	11.43%
False Alarm & False Call	83	7.03%
Severe Weather & Natural Disaster	1	0.08%
Special Incident Type	6	0.51%
<b>TOTAL</b>	<b>1181</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

# Farmington City Fire Department

Farmington, UT

This report was generated on 2/13/2017 10:36:17 AM



## Incident Statistics

Start Date: 01/01/2016 | End Date: 12/31/2016

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		787	
FIRE		394	
<b>TOTAL</b>		<b>1181</b>	
TOTAL TRANSPORTS			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
0	0	0	0
A71	425	421	638
A711	28	29	48
A72	2	2	7
<b>TOTAL</b>	<b>455</b>	<b>452</b>	<b>693</b>
PRE-INCIDENT VALUE		LOSSES	
<b>\$0.00</b>		<b>\$0.00</b>	
CO CHECKS			
424 - Carbon monoxide incident		1	
736 - CO detector activation due to malfunction		21	
746 - Carbon monoxide detector activation, no CO		7	
<b>TOTAL</b>		<b>29</b>	
MUTUAL AID			
Aid Type		Total	
Aid Given		27	
Aid Received		12	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
184		15.58	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station #71	0:06:03	0:07:44	
<b>AVERAGE FOR ALL CALLS</b>		<b>0:06:26</b>	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station #71	0:01:35	0:02:26	
<b>AVERAGE FOR ALL CALLS</b>		<b>0:01:47</b>	

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = # of PCR with disposition "Treated, Transported by EMS". # Patient Contacts = # of PCR contacted by apparatus.

AGENCY	AVERAGE TIME ON SCENE (MM:SS)
Farmington City Fire Department	26:56

Only Reviewed Incidents Included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = # of PCR with disposition "Treated, Transported by EMS". # Patient Contacts = # of PCR contacted by apparatus.

Month of January 2017	BUILDING ACTIVITY REPORT - JULY 2016 THRU JUNE 2017				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
<b>NEW CONSTRUCTION *****</b>					
SINGLE FAMILY	27	27	\$6,041,000.00	110	110
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	2	38
CARPORT/GARAGE	1		\$31,000.00	8	
OTHER RESIDENTIAL	0	0	\$0.00	1	0
<b>SUB-TOTAL</b>	<b>28</b>	<b>27</b>	<b>\$6,072,000.00</b>	<b>121</b>	<b>148</b>
<b>REMODELS / ALTERATION / ADDITIONS *****</b>					
BASEMENT FINISH	2		\$11,809.00	17	
ADDITIONS/REMODELS	1		\$3,500.00	17	
SWIMMING POOLS/SPAS	0		\$0.00	7	
OTHER	11		\$144,500.00	138	
<b>SUB-TOTAL</b>	<b>14</b>		<b>\$159,809.00</b>	<b>179</b>	
<b>NON-RESIDENTIAL - NEW CONSTRUCTION *****</b>					
COMMERCIAL	1		\$6,223,000.00	3	
PUBLIC/INSTITUTIONAL	0		\$0.00	2	
CHURCHES	0		\$0.00	0	
OTHERS	1		\$65,000.00	1	
<b>SUB-TOTAL</b>	<b>2</b>		<b>\$6,288,000.00</b>	<b>6</b>	
<b>REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****</b>					
COMMERCIAL/INDUSTRIAL	4		\$395,000.00	12	
OFFICE	0		\$0.00	4	
PUBLIC/INSTITUTIONAL	0		\$0.00	0	
CHURCHES	0		\$0.00	0	
OTHER	0		\$0.00	0	
<b>SUB-TOTAL</b>	<b>4</b>		<b>\$395,000.00</b>	<b>16</b>	
<b>MISCELLANEOUS - NON-RESIDENTIAL *****</b>					
SIGNS, FTGS & FADS	4		\$18,600.00	21	
	4		\$18,600.00	21	
<b>TOTALS</b>	<b>52</b>	<b>27</b>	<b>\$12,933,409.00</b>	<b>343</b>	<b>148</b>

CITY COUNCIL AGENDA

For Council Meeting:  
February 21, 2017

**S U B J E C T: Mayor Talbot & City Council Reports**

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