

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 a tour of the business park. 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, June 4, 2019, 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

PUBLIC HEARINGS:

7:05 Rezone and Schematic Plan for Flatrock Ranch located at 600 South 1525 West

NEW BUSINESS:

7:15 Cottle TDR and Trail Easement Agreement located at 1034 West 500 South

SUMMARY ACTION:

(Items listed are considered routine in nature and will be voted on in mass unless pulled for separate discussion)

7:30 Minute Motion Approving Summary Action List

1. Approval of Minutes from May 21, 2019
2. Professional Services Agreement with Shums Coda Associates
3. Vote Centers for Upcoming Elections

GOVERNING BODY REPORTS:

7:35 City Manager Report

1. Fire Monthly Activity Report for April

7:40 Mayor Talbot & City Council Reports

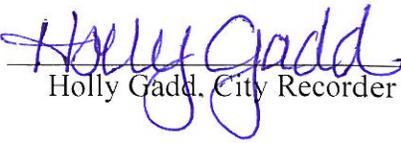
ADJOURN

CLOSED SESSION

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

DATED this 30th day of May, 2019.

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.

Posted 05/31/2019

CITY COUNCIL AGENDA

For Council Meeting:
June 4, 2019

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

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

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

CITY COUNCIL AGENDA

For Council Meeting:
June 4, 2019

PUBLIC HEARING: Rezone and Schematic Plan for Flatrock Ranch (Z-1-19 and S-3-19)

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen, Community Development Director.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR
BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL
SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: David E. Petersen, Community Development Director
Date: June 4, 2019
SUBJECT: Rezone and Schematic Plan for Flatrock Ranch (Z-1-19 and S-3-19)

RECOMMENDATION

- A. Hold a Public Hearing
- B. Move that the City Council approve the enclosed ordinance rezoning approx.. 32 acres of property located at about 600 S. 1525 W. (Davis County Tax I.D. #08-081-0006) from AA & A to AE.

Findings:

1. The AE zone is consistent with the general plan designation of RRD for the property
 2. The amendment is not contrary to the public interest.
- C. Move that the City Council approve the schematic plan for the Flatrock Subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:
1. The City Council, through a vote of not less than four (4) members shall approve the TDR transaction and the waiver of open space proposed by the applicant in an upcoming meeting.
 2. The developer shall submit a maintenance plan providing for and addressing the means for permanent maintenance of the conservation land within the proposed conservation subdivision with the preliminary plat per 11-12-160 of the Zoning Ordinance.
 3. All outstanding comments from the DRC for schematic plan shall be addressed on the preliminary plat.
 4. No new development activity shall be permitted on property proposed for development as a conservation subdivision prior to final plat. For purposes of this section, "development activity" shall include any disturbance or alteration of the property in any way, but shall not include continuation of any currently existing permitted use of the property.
 5. Update the schematic plan to show a trail connection from the most westerly cul-de-sac to Buffalo Ranch Trail.

Findings:

1. Schematic plan does not vest the property, and will be null-and-void if the rezone is not passed.
2. The proposed development will provide single family residential developments similar to those of surrounding subdivisions further north of the project.
3. The proposed subdivision will provide trail access to the Buffalo Ranches Trail as part of a larger continuous and integrated open space system which also creates recreational opportunities and pedestrian access.
4. The property is in close proximity to the WDC, and as such it is better to provide open space for the City's regional park via a cash donation than at this location.

5. The developer is providing a private park on-site which justifies the waiver.
6. The initial proposal of the 64 lots results in a density of 2.05 units an acre, meanwhile 49 lots provides a density of 1.53 units/acre (or under 2.0 units/acre) which is more consistent with the General Plan.

BACKGROUND

Hamlet Homes is requesting a recommendation to rezone 32 acres of property west of 1525 west street, north (and east) of the future alignment of the West Davis Corridor (WDC) and south of the Farmington Ranches subdivision from A (Agriculture) and AA (Agriculture Very Low Density) to AE (Agricultural Estates).

Beginning in the early 1990's, and perhaps before this time, the City identified this property on the future land use map of its General Plan as DR – Development Restrictions, Very Low Density, and/or Agricultural Open Space. However, on May 15, 2018, the City Council approved a General Plan amendment request which would change the designation on the General Land Use Plan map from DR to Rural Residential Density (RRD). This action was done, in part (among other things), due to the decision of UDOT to establish the alignment of the WDC in close proximity to this area.

In the past the City has rezoned most every property master planned for RRD uses to AE. Subsequently, the applicant is requesting the same. Section 11-10-010 of the Zoning Ordinance states:

The AE Zone is expressly established to accommodate residential developments which are oriented to a lifestyle that includes farming which is generally noncommercial. To accomplish this purpose, this chapter includes provisions which encourage the design of residential communities to include noncommercial stables, training areas and equestrian trails as part of the development.

Notwithstanding this, the City has approved hundreds of acres zoned AE as conservation subdivisions where land, unimpeded (or not) by environmental constraints, has been set aside as open space in perpetuity never to be developed. The purpose and process for the approval of such subdivisions are set forth in Chapter 12 of the Zoning Ordinance. The density for most conservation subdivisions results in approximately 1.85 dwelling units an acre, and a much smaller lot size than ½ acre.

The Yield Plan prepared by the applicant demonstrates 44 half acre lots for the property. This number of lots is only possible if the developer provides 30 % of the unconstrained property as conservation land or open space.

First Planning Commission Meeting (May 9, 2019)

The applicant presented a proposal to acquire 20 Transfer of Development Right (TDR) lots from the City bringing the total number of lots requested to 64, hence shifting open space from the Flatrock property to the Farmington City Regional Park via a cash payment in exchange for lots. The Commission recommended approval of the zone change, but tabled the schematic plan request in order to, among other things, allow time for Hamlet Homes to meet with Shane Pace, the City Manager, and better understand the likely or proposed value of the TDR lots.

Second Planning Commission Meeting (May 23, 2019)

In the intervening days Hamlet revamped their schematic plan decreasing the total number of lots to 49, which limits their proposal to 5 TDR lots. The average lot size became substantially larger than what existed previously. They also met with Shane Pace and agreed to tentative cost for the TDR lots similar in value to recent TDR transactions which have occurred elsewhere in the City. Moreover, in addition to the trail connection they are proposing privately owned neighborhood park to be managed and maintained by an HOA.

If the acquisition of 5 TDR lots is approved by the City, there is still a shortfall of open space on-site as required by the ordinance, and such short-fall must be approved/waived by the City Council in exchange for “comparable compensation, off site improvements, amenities or other consideration of comparable size, quality and/or value” (11-12-065 A). It is recommended that the on-site park represents the improvements necessary to allow the City Council to approve a waiver for the remaining open space.

The following table provides a summary regarding the open space/conservation land proposed for the subdivision:

Conservation Lane Necessary to Realize a Yield of 44 Lots		
		Acres (Approx.)
A	Total Area	32
B	Constrained Land	4.6
C	Un-Constrained Land	27.4
D	Un-Constrained Land Required for Open Space: 30%	8.22
E	Total Conservation Lane Required B + D	12.82
Developer Proposal		
F	Conservation Land	5.72
G	5 TDR Lots	2.92
H	Total “Open Space” F + G	8.64
I	Waiver of Open Space Request E – H	4.18

Supplemental Information

1. Vicinity map showing the location of the WDC
2. Enabling Ordinance rezoning the property
3. General Plan Map
4. Zoning Map
5. Schematic Plan, May 9, 2019
6. Schematic Plan, May 23, 2023, recommended by the Planning Commission

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Shane Pace
City Manager



Ranch Road

Citation Drive

1800 West

1525 West

Driveway

Comanche Road (2025 West)

1525 West

1525 West

Glovers Lane (925 South)

Driveway

FARMINGTON, UTAH

ORDINANCE NO. 2019 -

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW
A CHANGE OF ZONE FOR PROPERTY LOCATED AT
APPROXIMATELY 600 SOUTH 1525 WEST FROM AA AND A
TO AE.**

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

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

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

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

Section 1. Zoning Change. The property described in Application # Z-1-19, filed by Hamlet Homes, located at approximately 600 South and 1525 West is hereby reclassified from zones AA and A to AE, said property being more particularly illustrated on Exhibit "A" attached hereto.

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

Section 3. Effective Date. This ordinance shall take effect immediately upon final passage by the City Council.

DATED this 4th day of June, 2019.

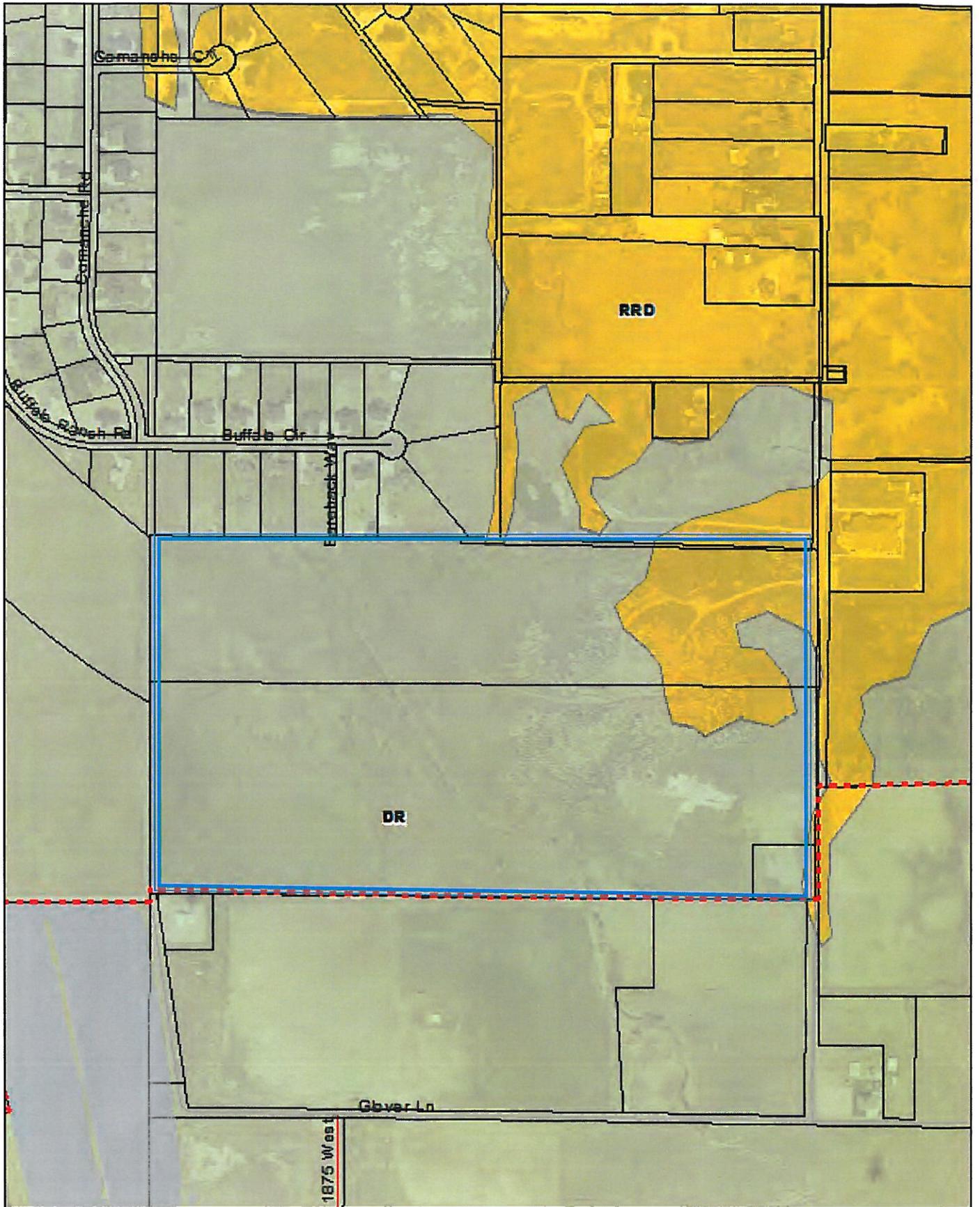
FARMINGTON CITY

H. James Talbot
Mayor

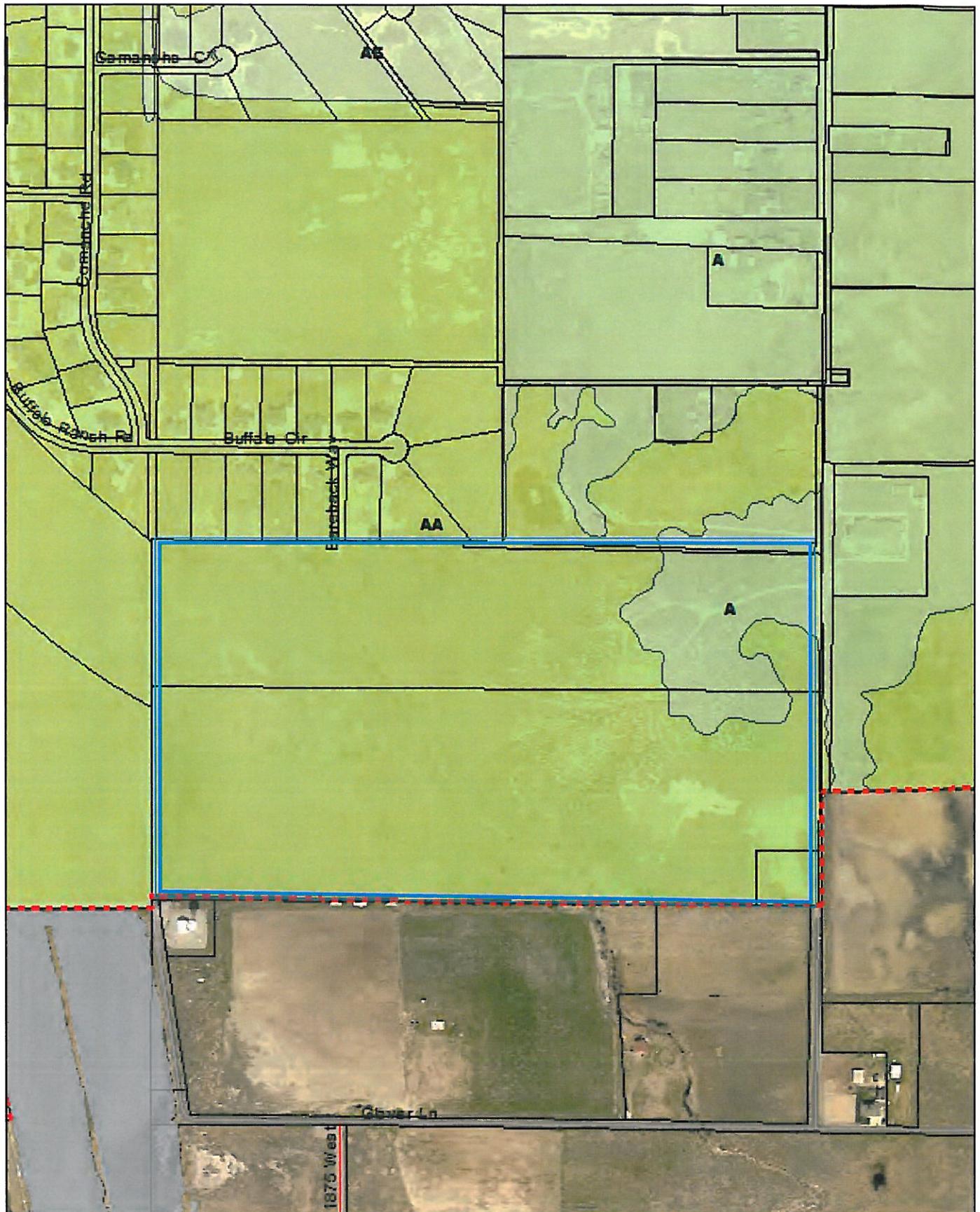
ATTEST:

Holly Gadd
City Recorder

Farmington City



Farmington City





1940 S. 700 E., #2250 Lake City, UT 84040
 (801) 281-1104
 www.edmpartners.com



SCALE: 1" = 100'
 0 50 100 200 300

DIVISION: 14
 PROJECT: 14
 308 East 4500 South, Suite 200
 Meridian, UT 84412
 801 281 2223



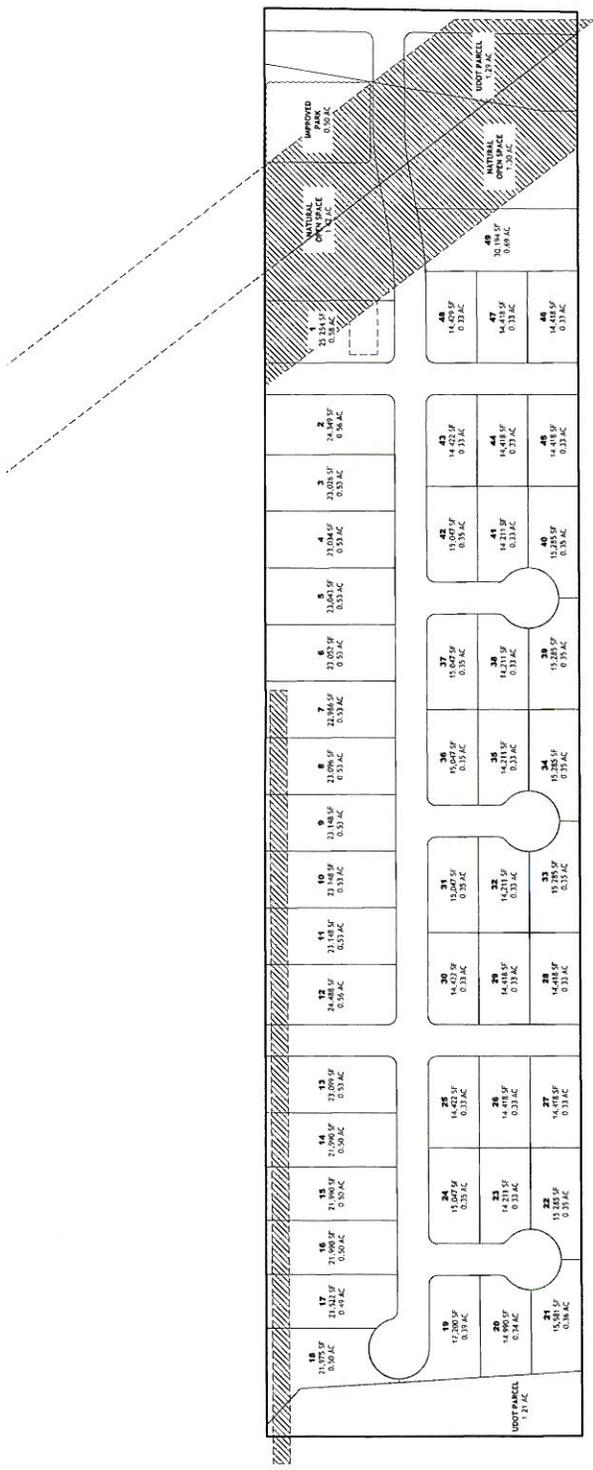
NOTES:

Flatrock Ranch

Conceptual Site Plan

PROJECT:	DATE:
FLATROCK RANCH	May 14, 2019
DESIGNED BY:	
CHECKED BY:	
NO. DATE:	
REVISIONS:	
REMARKS:	

DATE: May 14, 2019
 SHEET NUMBER: **O-1**



CITY COUNCIL AGENDA

For Council Meeting:
June 4, 2019

S U B J E C T: Cottle TDR and Trail Easement Agreement

ACTION TO BE CONSIDERED:

Move that the City Council approve the enclosed TDR and Trail Easement agreement with Cottle Capital Group LLC.

GENERAL INFORMATION:

See enclosed staff report prepared by David E. Petersen, Community Development Director.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR
BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL
SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: David E. Petersen, Community Development Director
Date: June 4, 2019
SUBJECT: **COTTLE TDR AND TRAIL EASEMENT AGREEMENT**

RECOMMENDATION

Move that the City Council approve the enclosed TDR and Trail Easement agreement with Cottle Capital Group LLC.

BACKGROUND

Alan Cottle, owns property at 1034 West 500 South (1.11 acres) in an AE zone, and he intends to subdivide the parcel into two lots. The conventional lot size in the zone is one acre, and a yield plan reveals that Mr. Cottle may achieve two half acre lots (or one more lot) via the City's Alternative Lot Size section of Chapter 10 of the Zoning Ordinance (11-10-040 B). As per this Section the City may approve a transfer of development right for the additional lot by agreement.

The developer also expressed a willingness to convey to Farmington City an easement for a trail along the west side of his property (or the east side of Farmington Creek). The TDR will enable the conveyance of the trail.

Mr. Cottle met with Shane Pace and the transaction related to both TDR and trail easement is set forth in the enclosed agreement for City Council consideration.

Supplemental Information:

1. Vicinity Map
2. Subdivision Plan
3. TDR and Trail Easement Agreement

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Shane Pace
City Manager

TDR AND TRAIL AGREEMENT
Cottle Subdivision by Metes and Bounds

THIS AGREEMENT is made and entered into this ____ day of June, 2019, by and between Cottle Capital Group LLC, (hereinafter "Owner") and FARMINGTON CITY, a Utah Municipal Corporation (hereinafter the "City").

RECITALS

WHEREAS, Owner owns property located within Farmington City, which property is located at 1034 West 500 South, containing approximately 1.11 acres (Davis County Tax I.D. #08-077-0102) and is more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

WHEREAS, Owner's Property is zoned AE (Agriculture Estates); and Owner desires to develop a subdivision containing 2 lots, known as the Cottle Subdivision, and it is anticipated that the City will approve a lot-split by metes and bounds for the same, which record of survey is attached hereto as Exhibit "B" and by this reference made a part hereof (the "Project"); and

WHEREAS, Owner is proposing that 1 of the 2 lots shall consist of a transfer lot, or a Transfer of Development Right ("TDR"); and

WHEREAS, Section 11-28-240 of the City's Zoning Ordinance enables the transaction of TDR's, at the sole discretion of the City, and the City desires to approve such transfer; and

WHEREAS, Owner is willing to convey to the City a trail easement adjacent to Farmington Creek on the west side of the Property and the easement is more particularly described in Exhibit "C", attached hereto and incorporated herein by this reference (hereinafter the "Trail Easement"); and

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

1. TDR. Prior to the execution of this agreement, the City created a sending zone on property owned by the City at the location of its regional Park at approximately 200 South 650 West (Davis County Tax I.D. #08-076-0116) enabling the exchange of one (1) TDR, and the receiving zone is the Property referenced herein.
2. TDR and Trail Easement Payment. The parties hereto agree that the value of the Trail Easement is \$ 17,016.32 (the "Trail Amount"). The TDR will allow for the recordation of the trail easement immediately. The City agrees to pay to Owner the Trail Amount upon recordation of an easement for the trail, acceptable to the City prior to or concurrent with the record of survey for the Project.

3. Default. This agreement becomes null and void and hereby terminated in the event the City does not approve the Project, and the Trail Easement is not recorded for the same, within six (6) months from the date herein written above.

4. Binding Effect. The covenants contained within this Agreement shall run with the land, shall be recorded with the Davis County Recorder's Office, and shall be binding upon the officers, employees, agents, representatives, successors in interest and the assigns of the parties.

5. Assignment. Owner shall not assign this Agreement or any rights or interests herein without the prior written consent of the City, which consent shall not be unreasonably withheld.

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

To the Owners:

Cottle Capital Group LLC
PO Box 1347
Bountiful, Utah 84010

To the City:

Farmington City
Attention: City Manager
160 South Main
P.O. Box 160
Farmington, Utah 84025

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

7. Amendments. Any amendments to this Agreement must be in writing and signed by the respective parties hereto.

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

"CITY"
FARMINGTON CITY

By _____
Mayor

ATTEST:

City Recorder

"OWNER"

By: _____

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On the ____ day of _____, _____, personally appeared before me _____, who being by me duly sworn, did say that he is the Mayor of Farmington City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing at:

OWNERS ACKNOWLEDGEMENT

STATE OF UTAH)

:ss.

COUNTY OF DAVIS)

On the ____ day of _____, _____, personally appeared before me _____, who being by me duly sworn, did say that they are the record property owner of the subject property and acknowledged to me that they executed the foregoing Agreement.

NOTARY PUBLIC

My Commission Expires:

Residing at:



TRD ANALYSIS
Farmington 500 South St.

1 Lot

Develop 1.1 Acre as 1 lot	Unit	Cost	Extension
Revenue			
Sale of land with unrestricted stream use	1	\$550,000.00	\$550,000.00
Expenses			
Land	47,828 sqft	\$7.36	\$352,014.08
Engineering	1 ea	\$2,500.00	\$2,500.00
FEMA requirements (engineering)	1 ea	\$2,000.00	\$2,000.00
Survey	1 ea	\$2,500.00	\$2,500.00
Fill dirt	1 ea	\$30,000.00	\$30,000.00
Sewer lateral	1 ea	\$5,500.00	\$5,500.00
Water lateral	1 ea	\$5,500.00	\$5,500.00
Power, gas	1 ea	\$2,500.00	\$2,500.00
Curb & Gutter	285	\$19.00	\$5,415.00
Sidewalk	285	\$19.00	\$5,415.00
Asphalt Patch for laterals	1	\$1,100.00	\$1,100.00
Asphalt for street widening	1140 sqft	\$12.00	\$13,680.00
Sub Total			\$428,124.08
Overhead G&A	6%		\$25,687.44
Sales Commissions	6%		\$33,000.00
Total Costs			\$486,811.52
Net Profit			\$63,188.48

2 Lots

Develop 1.1 Acre as 2 lots (.5 & .6 acre)	Unit	Cost	Extension
Revenue			
Sale of lot with Restricted* stream use	1	\$250,000.00	\$250,000.00
Sale of interior lot	1	\$250,000.00	\$250,000.00
Total Revenue			\$500,000.00
Expenses			
Land	47,828 sqft	\$7.36	\$352,014.08
Engineering	1 ea	\$2,500.00	\$2,500.00
FEMA requirements (engineering)	1 ea	\$2,000.00	\$2,000.00
Lot split fees & engineering	1 ea	\$1,500.00	\$1,500.00
Survey	1 ea	\$2,500.00	\$2,500.00
Fill dirt	1 ea	\$30,000.00	\$30,000.00
Sewer lateral	2 ea	\$5,500.00	\$11,000.00

Water lateral	2	ea	\$5,500.00	\$11,000.00
Power, gas	1	ea	\$2,500.00	\$2,500.00
Curb & Gutter	285		\$19.00	\$5,415.00
Sidewalk	285		\$19.00	\$5,415.00
Asphalt Patch for laterals	2		\$1,100.00	\$2,200.00
Asphalt for street widening	1140	sqft	\$12.00	\$13,680.00
Sub Total				\$441,724.08
Overhead G&A	6%			\$26,503.44
Sales Commissions	6%			\$30,000.00
Total Costs				\$498,227.52
Net Profit				\$1,772.48

By restricting the use on the stream and incurring the lot split costs we lose \$61,416.00
 *(Restricted use is a trail system blocking the large lot user from stream use for horses, etc)

Exhibit "A"

Property Description

A PART OF THE NW 1/4 OF SEC 25-T3N-R1W, SLB&M; BEG AT A PT AT THE CENTERLINE OF FARMINGTON CREEK & ON THE N LINE OF THE NW 1/4 OF SD SEC 25 LOC N 89°55'05" E, A DIST OF 340.05 FT (333.18 FT BY RECORD) FR THE NW COR OF SD SEC 25; & RUN TH N 89°55'05" E, A DIST OF 117.16 FT ALG SD N LINE; TH S 00°02'06" E, A DIST OF 242.64 FT TO THE N R/W LINE OF 500 SOUTH STR; TH N 89°48'10" W, A DIST OF 275.78 FT ALG SD N R/W LINE TO THE CENTERLINE OF SD FARMINGTON CREEK; TH ALG SD CENTERLINE THE FOLLOWING FIVE (5) COURSES: (1) N 31°24'52" E, A DIST OF 63.65 FT; (2) N 34°24'43" E, A DIST OF 77.46 FT; (3) N 31°08'21" E, A DIST OF 45.23 FT; (4) N 35°55'47" E, A DIST OF 91.59 FT; (5) N 22°48'11" E, A DIST OF 11.30 FT TO THE POB. CONT. 1.11 ACRES

Exhibit "B"

Record of Survey

PARCEL ID 08-077-0074

N89°55'05"E 557.21'
N89°55'05"E 457.21'
N89°55'05"E 340.05'
(N89°55'05"E 333.18' BY REC)

N89°55'05"E 117.16'

N22°48'11"E 11.30'

ALAN COTTLE
821-612-2100

EAST LOT

242.2'

S0°02'06"E 242.64'
N0°02'06"W 242.64'

PARCEL ID: 08-077-0074
AREA = 1.098 ACRES

WEST LOT
501 ACRES

WEST LOT
597 ACRES

APPROXIMATE
FLOOD CONTROL
CASEMENT
FROM TOP OF
FROM BANK?

N35°55'47"E 91.59'

N31°08'21"E 45.23'

N34°24'43"E 77.46'

N31°24'52"E 63.65'

N89°48'10"W 275.78'

185.78'

90'

90'

Exhibit "C"

Trail Easement Legal Description

CITY COUNCIL AGENDA

For Council Meeting:
June 4, 2019

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from May 21, 2019
2. Professional Services Agreement with Shums Coda Associates
3. Vote Centers for Upcoming Elections

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

Farmington City Council Meeting

May 21, 2019

STUDY SESSION:

Present: Mayor Jim Talbot, City Councilmembers Brett Anderson, Doug Anderson, Alex Leeman, Cory Ritz, Rebecca Wayment; City Manager Shane Pace, Assistant City Manager Keith Johnson, Community Development Director Dave Petersen; Planning Commissioners Amy Shumway, Connie Deianni, Greg Wall, Mike Plaizier, Roger Child, Rulon Homer, Russ Workman, Shawn Beus; City Recorder Holly Gadd, and Recording Secretary Brittney Whitecar

Active Shooter Training

Sergeant Brandon Erickson from the Farmington City Police Department presented active shooter training. He counseled regarding appropriate action and response to shootings, fires, and emergency situations.

REGULAR SESSION:

Present: Mayor Jim Talbot, City Councilmembers Brett Anderson, Doug Anderson, Alex Leeman, Cory Ritz, Rebecca Wayment; City Manager Shane Pace, Assistant City Manager Keith Johnson, Community Development Director Dave Petersen, City Recorder Holly Gadd, and Recording Secretary Brittney Whitecar

CALL TO ORDER

Mayor Jim Talbot called the meeting to order at 7:11 p.m.

Roll Call (Opening Comments/Invocations/Pledge of Allegiance)

The invocation was offered by **Rebecca Wayment** and the Pledge of Allegiance was led by boy scout **Spencer Ellsworth**.

Youth City Council members Caroline Regis & McKenna Smith joined the City Council on the stand for the duration of the meeting.

NEW BUSINESS

Appointment of the Taxing Entity Committee (TEC) Representatives

Brigham Mellor presented regarding the Taxing Entity Committee for the Redevelopment Agency. Two members need to be appointed. Appointing by position instead of name so it carries with the position instead of the individual is preferred. The Mayor and Mayor Pro Temp, Brett Anderson will be appointed.

Motion:

Doug Anderson made the motion to approve the Mayor and Mayor Pro Temp positions as active members of the Taxing Entity Committee. **Cory Ritz** seconded the motion, which was unanimously approved.

FY2020 Road Maintenance Project Agreement with Kilgore Construction

Keith Johnson said the City received 5 bids for road maintenance projects for 2020. Staff recommends going with Kilgore Construction who came in with the low bid and has done numerous projects for the City.

Motion:

Brett Anderson motioned to approve the bid from Kilgore Construction. **Rebecca Wayment** seconded the motion, which was approved unanimously.

Street Cross Section Proposal for 50 North Street (Cottonwood Subdivision)

David Petersen presented the item. The schematic plan was approved by the City Council on February 5th. The landowner has requested permission to omit sidewalks in the subdivision. The staff and Planning Commission recommend sidewalks in the subdivision.

Craig North 6161 S. 1375 E. South Ogden, UT came to the stand representing the Clark Family. He presented a proposal to compromise by putting sidewalks along the North side of the street only. He stated that sidewalks on one side of the road would decrease safety hazards presented by children playing in the street. Craig contacted Lagoon who is the property owner of the parcel to the East – they showed no interest in selling the land in the future, decreasing the likelihood that the street will ever punch through. He said that some of the lots are shallow, so with a sidewalk, the front and/or backyard would be shallow.

Rebecca Wayment asked, regarding future expansion; Lagoon mentioned the historic barn – is that in the way of the street punching through, or could the street punch through, leaving the barn alone? There has been a lot of interested parties in that land and it isn't guaranteed not to develop at some point. **Dave Petersen** said he doesn't know but the road could eventually punch through and the barn may even be torn down in the future.

Brett Anderson said when the City Council reviewed this item previously they recommended sidewalks. He still prefers sidewalks on both sides.

Mayor Jim Talbot said in the historic section of Farmington, there are streets with no sidewalks and it has caused problems. Smaller lots due to sidewalks may not deter purchases.

Doug Anderson moved that the City follow the recommendation of staff and Planning Commission to require sidewalks on both sides of the street with trees lining. **Alex Leeman** seconded the motion, which was unanimously approved.

SUMMARY ACTION *(Items listed are considered routine in nature and will be voted on in mass unless pulled for separate discussion)*

Minute Motion Approving Summary Action List

1. Approval of Minutes from May 7, 2019
2. Interlocal Agreement with David County regarding the Community Development block Grant (CDBG)

Motion:

Rebecca Wayment moved to approve the summary action list. **Cory Ritz** seconded the motion, which was unanimously approved.

Minute Motion Adjourning to the Redevelopment Agency Meeting

At 7:47 p.m. **Alex Leeman** motioned to convene into a meeting of the Farmington Redevelopment Agency. **Doug Anderson** seconded the motion which was unanimously approved.

**MEETING OF THE
REDEVELOPMENT AGENCY OF FARMINGTON**

Present: Mayor Jim Talbot, City Councilmembers Brett Anderson, Doug Anderson, Alex Leeman, Cory Ritz, Rebecca Wayment; City Manager Shane Pace, Economic Development Director Brigham Mellor, City Recorder Holly Gadd, and Recording Secretary Brittney Whitecar

CALL TO ORDER

Mayor Jim Talbot called the meeting to order at 7:48 p.m.

PUBLIC HEARING

Station Park Redevelopment Area Budget Amendment

Brigham Mellor showed the proposed site for the Salt Lake City Stars Basketball Team which is west of the FrontRunner station in Station Park by the Chick-Fil-A. This project is estimated to increase taxable sales within the City by \$50 million per year. There is a financial net benefit to many entities should this develop. There are other sites being considered so if the City desires to get this, the plan needs to be set in motion quickly. Construction is to begin by May 31st, 2022.

Keith Johnson showed the RDA from 2005, which projected \$18 million per year. We are ahead of schedule 13 years paying back that money because Station Park has brought in more revenue than was anticipated.

Mayor Jim Talbot opened the public hearing at 8:08 p.m.

Brett Milburn 264 E. London Rd Centerville, UT stated that Station Park has been a tremendous development. He said the Stars venue is projected to be 8,000 square feet. He asked who the operator would be of the facility. He expressed opinion that the stadium may not be as beneficial at the proposed location as the City is saying.

Mayor Jim Talbot closed the public hearing at 8:16 p.m.

NEW BUSINESS

Burke Park Conservation Easement

Brigham Mellor said that the City is the owner but the Redevelopment Agency (RDA) will oversee that the City maintains the land as a conservation easement.

Motion:

Alex Leeman motioned to approve the Burke Park Conservation Easement. **Cory Ritz** seconded the motion which was unanimously approved.

Minute Motion to adjourn and reconvene to the City Council Meeting

Brett Anderson motioned to adjourn to the regular City Council Meeting. **Rebecca Wayment** seconded, which was unanimously approved.

CITY MANAGER REPORT

Shane Pace said that the Finance Director position available with Farmington City closed on Friday. Interviews will be held next week. They received applications from many great candidates and hope to narrow down the selection within the next few weeks.

CITY COUNCIL REPORT

Rebecca Wayment

The Trails Committee's new chairperson is Chad Argyle. He is a GIS expert on trails who has mapped out the City's trails and is expected to be great in the role. The Trails Committee would like to start monthly community hikes to get citizens out on the trails. The hikes will be announced online and in the newsletter.

Doug Anderson

No comments

Brett Anderson

No Comments

Alex Leeman

Was recently asked by a citizen when Station Parkway will be striped. He expressed concern for traffic safety and wanted to remind staff that it is a concern.

Mayor Jim Talbot

Thanked the councilmembers for completing their assignments and contributions at public events. He said he would like to see the council be very involved in events and spend time among the citizens as representatives of the City.

ADJOURNMENT

At 8:38 p.m., **Doug Anderson** motioned to close the public meeting. **Rebecca Wayment** seconded, and the meeting was adjourned.

Dated this the 21st of May, 2019

FARMINGTON CITY

By: _____
Holly Gadd, City Recorder



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Miller, Building Official

Date: May 28, 2019

SUBJECT: FOR NEW COMMERCIAL PLAN REVIEW SERVICES AGREEMENT WITH SHUMS CODA ASSOCIATES.

RECOMMENDATION

Approve contract WITH Shums Coda Associates to review new commercial plan reviews and building inspections for Farmington City.

BACKGROUND

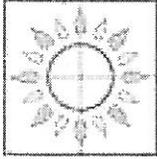
When the city approved Station Park, we had to get additional help with Plan Review Services. Currently we are using Sunrise Engineering for these services. The main plan reviewer (Jodi Hilton) has since left and joined Shums Coda Associates. Jodi has completed all the plan reviews for Station Park, and in the best interest to the city to keep him on board to continue with these services. Jodi's expertise, knowledge in the building codes and to keep consistency with the buildings at Station Park. Sunrise Engineering fees were 43% of the plan review fee and Shums Coda Associates will be 42% of the plan review fees. With this new change we will need approval to also cancel Sunrise Engineering's contract.

Respectfully Submitted,

Eric Miller
Building Official

Review and Concur

Shane Pace
City Manager



Shums Coda Associates

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the _ day of _____, 2019, by and between Farmington City ("City") and Shums Coda Associates ("Consultant").

WHEREAS, Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render the professional services described herein on the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services:** The Consultant shall furnish the following services in a professional manner:

"Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time."
2. **Time of Performance:** The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by City. Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control.
3. **Compensation:** Compensation to be paid to Consultant shall be in accordance with the Schedule of Fees set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.
4. **Method of Payment:** Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent, and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. When payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.
5. **Ownership of Documents:** All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.
6. **Independent Contractor:** It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act

as an agent or employee of the City . Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City 's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

7. **Interest of Consultant:** Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and,
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

8. **Professional Ability of Consultant:** City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

9. **Indemnity:** Consultant agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of Consultant. City also agrees to defend, indemnify and hold harmless the Consultant, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of the City .

10. **Insurance:** Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:

- a. **Workers' Compensation Coverage:** Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of Utah. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Utah for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change.

- b. **General Liability Coverage:** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- c. **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** Consultant shall maintain professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.
- e. **Policy Endorsements:** Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:
 - 1) The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
 - 2) This policy shall be considered primary insurance as respects the City , its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
 - 3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 4) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
 - 5) The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.
- d. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- e. **Certificates of Insurance and Endorsements:** Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or

before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

11. **Compliance with Laws:** Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
12. **Licenses:** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a business license, if required.
13. **Controlling Law Venue:** This Agreement and all matters relating to it shall be governed by the laws of the State of Utah and any action brought relating to this Agreement shall be held exclusively in a state court in the appropriate City.
14. **Written Notification:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **Farmington City**
160 S. Main St.
Farmington, UT 84025

If to Consultant: **Shums Coda Associates**
Corporate Headquarters
5776 Stoneridge Mall Rd., Ste. #150
Pleasanton, CA 94588

15. **Consultant's Books and Records:**
 - a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to consultant to this Agreement.
 - b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
 - c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.
16. **Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
17. **Amendments:** This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
18. **Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
19. **Litigation Expenses and Attorneys' Fees:** If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.
20. **Execution:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
21. **Assignment & Subcontracting:** The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City . Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City . If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and consultant nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
22. **Termination:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY:

CONSULTANT:

By: _____

By: _____

Title: _____

Title: _____

Attachments: Exhibit A - Scope of Services
Exhibit B - Schedule of Fees
Exhibit C - SCA Schedule of Charges

EXHIBIT A SCOPE OF SERVICES

Building Plan Review Services

Plan Review: Consultant will perform plan reviews to cover one or more of the following disciplines: architectural, structural, mechanical, electrical, plumbing, accessibility, fire, engineering and energy requirements - all as modified or amended by the City, and per the City's currently adopted building codes.

Comment Lists and Plans Delivery: City is responsible for notifying SCA when plans are ready for review, whether hard copies are needed to be picked up or electronic files are ready for download. Plan reviews result in typed lists of comments which refer to specific details and drawings, and reference applicable code sections.

Turn-Around Schedules: SCA will generally complete plan reviews per the following schedule.

	Number of Working Days	
	Initial Check (1st):	Recheck(s):
Residential		
New Single Family Dwellings	10	5
New Multi-Family Townhomes/ Apartments (Standard)	10	5
New Multi-Family Apartments (Large Scale)	15	10
Addition/Remodel	10	5
Commercial		
New Construction	10-15	5-10
Addition/Remodel	10	5

Other turnaround schedules will be accommodated at request of City.

Technical Support: When mutually agreed between the City and Consultant as vital to project success, SCA staff will attend pre-construction or pre-design meetings, field visits upon request, and provide support for field inspection personnel on an as-needed basis.

Inspection Services

Consultant will provide building inspector(s) as requested by the City. Inspector(s) will report directly to the City Building Official or other person designated by the City for all project-related work.

In general, the inspection services to be provided may include, but are not limited to, field observation of all construction activity, preparation of daily reports, review of submittals and other duties as assigned.

Other Services

Consultant will provide other services as specifically requested by the City. Additional services provided shall have scope and compensation mutually agreed upon by Consultant and City prior to commencement of said services.

EXHIBIT B SCHEDULE OF FEES

Building Plan Review Fees

Fees for comprehensive plan reviews, performed at SCA offices, will be equal to Forty-Two percent (42%) of the plan review fees as calculated per the City. The City will provide SCA with jurisdiction plan review fees (project-by-project) for use in calculating SCA's fees based on current valuation table published by ICC and the 1997 IBC Table 1-A.

The above fee covers all services associated with the typical plan review, including:

- Delivery of design documents to the City.
- First, second, and third abbreviated reviews, if necessary, to approve projects
- Pre-application, pre-construction, or additional meeting attendance that is necessary for unusual or complex projects.

Additional plan reviews (extensive third reviews or more) that may be required will be charged on an hourly rate (per attached Exhibit C – Schedule of Charges, when mutually agreed upon).

Partial Plan Reviews for Building Departments

Structural-only plan review fees will be fifty percent (50%) of the plan review fees as calculated per the jurisdiction. Special project fees (e.g., plumbing / mechanical / electrical-only, URM) can be based on a percentage of the plan review fee, hourly rate or other fee methods mutually agreeable to both parties.

Other Potential Fee Types for Building Departments

For projects where percentage fees are not applicable, or for plan review projects requiring services far exceeding the normal expectations, the attached hourly rate listed in SCA's Schedule of Charges will be used. (Exhibit C)

Inspection Fees for Building Departments

On-site field inspection related support services are performed on an hourly fee basis as listed in the attached Schedule of Charges (Exhibit C).

Public Works Support & Inspections

Public Works design, plan review, maps checking or field inspection can be supplied on an hourly basis. See the attached Exhibit C.

EXHIBIT C
SCHEDULE OF CHARGES

Personnel Charges – Plan Review and Inspection Services

<u>Personnel Description:</u>	<u>Hourly Billing Rate:</u>
Principal	\$150
Acting Building Official	\$110
Structural Plan Check Engineer	\$105
Plans Examiner	\$90
Engineer (Civil Reviews)	\$105
Fire Plan Review	\$85
Fire Protection Engineer	\$160
Fire Systems (Complex Sprinklers/Alarms/Hoods/Racks/Smoke Control)	TBD
Permit Technician	\$50
Clerical Support	\$45
Inspector I	\$62.00 (minimum 4 hours)

** Overtime for inspection hours will be billed at one hundred fifty percent (150%) of the hourly rate above (when mutually agreed upon prior to inspections being performed).

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of January, 2009, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **SUNRISE ENGINEERING, INC.**, a Utah corporation, hereinafter referred to as the "Contractor."

RECITALS:

WHEREAS, the City is preparing for the construction of the Station Park Development by CenterCal Inc.; and

WHEREAS, the City has neither the manpower nor expertise to handle all four phases of code review and inspection; namely (1) plan review; (2) fire code review; (3) structural review; and (4) building inspection; and

WHEREAS, CenterCal anticipates the need for timely review of structure and improvements for code compliance; and

WHEREAS, the City desires to obtain sufficient building inspection and plan check services for the Station Park Development; and

WHEREAS, the City Council authorized City staff to seek proposals for professional services to provide the necessary inspections for the Station Park Development; and

WHEREAS, the City sought proposals from three professional services providers presently doing business in the area; and

WHEREAS, the City has determined that Contractor best meets the needs of the City with respect to these services; and

WHEREAS, the City and the Contractor desire to reduce their respective understandings and agreement to writing;

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

1. **Contract for Services**. The Contractor hereby agrees to perform services for the City consisting of performing building inspection services and plan checks as requested by the City. The specific scope of work is attached hereto as Exhibit A and by this reference is made a part hereof.

2. **Term**. This Agreement shall terminate and be of no further force or effect upon the expiration of five (5) years from the date this Agreement is signed, unless extended in writing by the parties hereto.

3. **Compensation.** The City shall pay the Contractor in accordance with the scope of work referenced in Paragraph 1 of this Agreement. Contractor shall have the responsibility to pay all withholding taxes, social security and other taxes due in connection with the compensation received from the City. Contractor hereby acknowledges and agrees that Contractor shall not be entitled to, nor shall the Contractor receive any fringe benefits or employee benefits provided by the City for its employees. Contractor hereby agrees to provide, at Contractor's sole expense, appropriate vehicles as required by the Contractor to perform the scope of work provided for herein. Contractor shall maintain any required insurance for such vehicles.

4. **Contractor's Qualifications.** Contractor hereby represents and certifies that Contractor's personnel will have all of the necessary certifications, licenses and/or qualifications required to perform the work specified herein.

5. **Standard of Care.** The Contractor accepts professional engineering responsibility for each assigned project and agrees that upon becoming aware of any fault, defect, or deficiency in the Contractor's work, that prompt written notice will be given to the District. The Contractor agrees to perform all engineering services pursuant to this Agreement using the level of skill and care ordinarily exercised by civil engineers practicing in Utah under similar conditions and circumstances.

6. **Termination.** This Agreement shall terminate and be of no further force or effect upon the occurrence of any one of the following events:

- a. Upon expiration of the term hereof;
- b. Upon the Contractor's failure to cure performance deficiencies within thirty (30) days of receiving notice that the City has determined that the Contractor has either failed to perform or has poorly performed the Contractor's duties as set forth in this Agreement.
- c. Upon mutual written agreement of the parties hereto.

Upon termination for any reason, Contractor shall be paid for all work performed to the date of termination in accordance with the terms of this Agreement. Upon termination the Contractor shall promptly turn over to the City any information and records pertaining to any pending work being done by the Contractor for the City.

7. **Records.** In performing work for the City, Contractor shall prepare appropriate records and documents in a form satisfactory to the City and shall transmit the original copies of such records and documents to the City. All drawings, designs, data, photographs, reports and other documentation, including duplication of same prepared by Contractor in the performance of these services, shall become the property of the City upon termination of the consulting services pursuant to this agreement and upon payment in full of all compensation then due Contractor.

8. **Subcontracting and Assignment.** The work required of Contractor under this Agreement shall not be contracted to any person or entity, and no right in this Agreement shall be assigned or any duty delegated by the Contractor to other than Contractor's employees without first obtaining the prior written consent of the City.

9. **Indemnity.** Contractor hereby agrees to indemnify and hold the City, its officers, employees, representatives, and agents harmless from any loss, claims, causes of action or demands of any kind or nature, including attorneys' fees, and costs of defense arising out of negligent or improper performance by Contractor of its obligations or services pursuant to this Agreement. City hereby agrees to indemnify and hold the Contractor, its officers, employees, representatives, and agents harmless from any loss, claims, causes of action or demands of any kind or nature, including attorneys' fees, and costs of defense arising out of negligent or improper performance by City of its obligations or services pursuant to this Agreement.

10. **Insurance.** Contractor shall, at Contractor's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry:

- a. workers compensation insurance adequate to protect Contractor from claims under workers compensation acts, and
- b. professional errors and omissions insurance in the amount of \$1,000,000, and
- c. reasonable automobile liability insurance on vehicles used in performance of Contractor's duties as such are set forth in this Agreement.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah. Contractor shall provide City with copies of certificates (on the City certificate form) for all policies with an endorsement that they are not subject to cancellation without thirty (30) calendar days prior written notice to City.

11. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

City: Farmington City
Attn: City Manager
Post Office Box 160
130 North Main
Farmington City, UT 84025

Contractor: Sunrise Engineering, Inc.
Corporate Office
25 East 500 North
Fillmore, UT 84631

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

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

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

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

16. **Default**. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorneys fee which may arise or accrue from enforcing this agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

17. **Binding Effect**. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective officers, employees, successors and assigns.

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

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

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

“CITY”

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Mayor

“CONTRACTOR”

SUNRISE ENGINEERING, INC.

By: _____
Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of January, 2009, personally appeared before me Scott Harbertson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott Harbertson acknowledged to me that the City executed the same.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF MILLARD)

On the __ day of Janaury, 2009, personally appeared before me _____ who being by me duly sworn did say that (s)he is the _____ of Sunrise Engineering, Inc., a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

Notary Public

Exhibit A

Scope of Work

PLANS EXAMINATION AND BUILDING INSPECTION SERVICES – The services described in this Exhibit A are collectively referred to in this Agreement as the “Scope of Work.”

1. Sunrise Engineering Inc. (“Sunrise”) will provide plan review and building inspection services for the Station Park Development with fees set at forty three percent (43%) of the building permit and plan check fees collected at the City’s rates. This rate does not apply to expedited plan review fees or overtime inspection charges. The plan review and building inspection services to be performed by Sunrise shall include:

- a. **Plans Examination** – Provide review on all residential, industrial and commercial building plans for compliance with (1) the adopted version of the International Building Code, International Plumbing Code, International Mechanical Code, National Electrical Code, Model Energy Code and 1998 ANSI 117.1 Disability Code adopted by the State of Utah and the City; (2) applicable engineering standards; (3) applicable City ordinances; (4) other applicable land use requirements as necessary. Plans examination shall be completed by a qualified individual(s).
- b. **Building Inspection** – Inspect all permitted residential and commercial buildings and structures for compliance with the approved construction plans for such project, International Building Code, International Plumbing Code, International Mechanical Code, National Electrical Code, Model Energy Code and 1998 ANSI 117.1 Disability Code and all applicable laws and ordinances. Building inspections shall be completed by a qualified individual(s). Building inspectors shall complete reports of their inspections using forms acceptable to the City, concisely communicating to the builder any required corrections. Contractor shall provide the City with copies of all plan reviews, inspection checklists and final building inspection reports related to Building Inspection Services.

Except as provided otherwise in this Agreement, Contractor shall furnish all supervision, personnel, label, equipment, materials, supplies, communication facilities, vehicles for transportation and identification cards, and shall obtain licenses and permits, necessary or incident to performing the building inspection.

2. Farmington City (the “City”) will provide at its cost one hundred fifty six (156) hours of inspection work from their own employees.

3. Sunrise will donate two to four (2-4) hours of free consulting time each week to provide for coordination on projects. These hours will be provided at the architects request and meetings may be held at their offices, our offices, or on site. Both parties recognize that these meeting will at times require more or less than the allotted time depending on workload and construction needs.

4. Sunrise will complete the review of plan sets in accordance with the following standards:

- a. For Building Shells:
 - i. Initial review of plans shall be completed and delivered on or before ten (10) working days after they are submitted.
 - ii. Second review of plans shall be completed and delivered within five (5) working days and Sunrise shall provide the City with the option of "over the counter" (1 day) meeting review.
- b. For Tenant Finishes:
 - i. Initial review of tenant finishes shall be completed and delivered on or before five (5) working days after they are submitted, and Sunrise shall provide the City with the option of an "over the counter" meeting review for minor tenant finishes (anything under \$20 per square foot and under 10,000 square feet).
 - ii. Second review of tenant finishes shall be completed and delivered within three (3) working days and Sunrise shall provide the City with the option of an "over the counter" meeting review.
- c. Sunrise will provide "over the counter" reviews on plan sets that fall into the "minor tenant finishes" category as outlined above. However, Sunrise may negotiate the review times to twenty four to forty eight (24-48) hours based on the complexity of the tenant finish.

5. Expedited plan review services will be charged at 1.5 times Farmington City's Plan review fee. Per IBC administrative provisions any inspection services performed during after hour, weekend or holiday work times will be charged at ninety dollars (\$90.00) per hour with a two (2) hour minimum. The parties agree that special inspections will be the responsibility of the property owner and will be performed through the City.

6. Sunrise will perform "emergency" inspection requests where notice of such inspection is provided at least twenty four (24) hours in advance.

7. Record Keeping.

- a. At the conclusion of an inspection Sunrise inspectors will provide the contractor with a hand-written copy of the inspection report. An additional copy of this report will be faxed to Sunrise's office where it will be transferred to a type-written format. This typed report will then be sent via email to the City, architect, and contractor. Sunrise will provide all original inspection reports to the City and shall file copies of such inspection reports in the field office as well as the home office.
- b. Sunrise will maintain a file of all projects organized by building permit number as issued through Farmington City. Original records will be sent to Farmington City and copies of records will be filed in the Sunrise field office. These records will include a copy of the building permit issued by the City, all plan review comments, and all inspection reports. Sunrise will also include in such files any special inspection reports that the City provides in order to allow easy access to all documentation concerning the construction of project on the site.



October 9, 2009

Max Forbush
Farmington City
130 North Main
Farmington, Utah 84025
801.451.2383
www.farmington.utah.gov

Dear Mr. Forbush,

We truly appreciate the opportunity to submit the following proposal to provide plan review and building inspection services for the Station Park Development. We have closely considered each of the questions you have presented and developed our approach to each issue. The following proposal outlines the information you provided in your request with our responses following each section.

We look forward to the opportunity to work with you. If there are any further questions we would be happy to discuss them with you. Please feel free to contact me at jbullock@sunrise-eng.com or 801-376-6708.

Best regards,
Sunrise Engineering, Inc.

Jason Bullock
Building and Safety Division Manager

City Revenue Structure

It is anticipated the City could receive building permit and plan check fees in the following amounts based on the aforementioned "Scope of Building Project". These estimates may vary and are given to help in developing a proposal.

Building Permit Fees (shell)	\$339,678
Plan Check Fees @ 65% (shell)	224,051
Building Permit Fees (Tenant Finishes)	84,919
Plan Check Fees @ 65% (Tenant Finishes)	56,012

Proposed Compensation to Sunrise Engineering, Inc.:

Based on the anticipated City Revenue Structure outlined above, Sunrise will set its compensation at 50% of the building permit and plan check fees. This rate does not include expedited plan review fees or overtime inspection charges. Farmington City will retain 50% of the plan check and building permit fees to cover their administrative costs.

A. **Preliminary Plan Review Discussions.** It is expected the winning consultant will provide a certain number of hours of free consulting with the owner and designer in a meeting format meant to review the scopes and approaches to the projects providing cursory, but guiding suggestions to guide and/or streamline the code review process.

Please state your specific approach/commitment toward meeting this expectation:

We understand the need for close communication and coordination as many projects will be going on simultaneously. We also foresee the need for coordination on special issues or expedited/overtime services. Sunrise plans to provide 2-4 hours of free consulting time each week to ensure close coordination on projects. These hours will be provided at the architects request and meetings may be held at their offices, our offices or on site as the architects convenience dictates. We expect that some meetings will require more or less time than we have allotted above as workload and construction needs fluctuate.

B. **Service Delivery Standards related to Plan Review**

1. For Building Shells –
 - a. Initial review of plans – completion and delivery on or before 10 working days after submittal.
 - b. Second review – 5 working days with option of "over-the-counter" meeting review.
2. For Tenant Finishes –

- a. Initial review- 5 working days with “over-the-counter” meeting option (1day) for minor tenant finishes (anything under \$20/s.f. and under 10,000 s.f.)
- b. Second review – 3 working days with “over-the-counter” meeting option.

Please state your specific approach/ suggestions for meeting this need.

Sunrise will meet the above listed standards for completing the review of plan sets. As we describe in the next section we are willing to call upon additional staff to handle higher volumes of reviews or inspections when construction “ramps up”. We maintain an organized database of plan sets being reviewed, and carefully check them in/out to maintain timely reviews.

Concerning “over-the-counter” reviews:

We will provide “over-the-counter” reviews on plan sets that fall into the “minor tenant finishes” category as outlined above. We do reserve the right to negotiate the review times to 24-48 hours based on the complexity of the tenant finish. In order to provide a quality review on a more complex finish (i.e. a restaurant) more time is needed than for a simple office space with a single restroom.

C. Sequencing/Demand for Service Sequencing

1. It is anticipated the project will start out slow, gradually building in demand through construction of the shell phase of the project with a significant “spike or ramping up” for two months or more prior to the grand opening. It is expected that dozens of tenants will want their permit issued quickly and inspection services provided promptly during this hectic cycle.

Please state your plan to meet this sequencing need.

Sunrise has seven ICC certified plan reviewers available to be used as needed to fulfill rush times in the construction of this project. These reviewers are willing and able to work extended hours or weekends to ensure that any expedited plan sets will be completed within the allotted time frame. We will closely monitor our workload, and forecast needs based on our weekly coordination meeting with the architects and owners.

This same approach applies to our ICC certified Commercial four-way inspectors. We will monitor workloads closely and call in additional inspectors to assist with any surges in construction inspection need.

2. **Normal Working Hours at the Job Site:** 7:00 a.m. to 6:00 p.m. (Monday-Friday) excepting holidays (New Year’s Day, Memorial Day, July 4th, July 24th, Labor Day, Thanksgiving and Christmas).

3. **Extra Services Required by Owners** to be paid directly to the consultant. There may be times when expedited plan reviews are required above the standard expectations or there may be requests for inspection outside normal working hours.

Please State your fee charges for such extra service.

Expedited plan review services will be charged at 1.5 times Farmington City's plan review fee. Per IBC administrative provisions any after hour, weekend or holiday work times will be charged at \$90 per hour with a two hour minimum.

Our understanding is that the owner will be responsible for all special inspections, and these inspections will be done through the City of Farmington.

Do you have suggestions/comments for managing such requests?

Sunrise plans to discuss the needs for expedited plan review services and afterhours inspection at our weekly coordination meeting discussed in part "A" of this document. We will then schedule these needs throughout our week and ensure we have the staff available to perform these additional duties. We are also prepared to accept "emergency" inspection requests with 24 hours notice.

City's Record Keeping Protocol/Expectations

Expectation: It is expected that the winning consultant will propose a permit record-keeping approach that meets the needs of the consultant, the City, and the owner.

Building Inspection Reports:

At the conclusion of an inspection our inspector will provide the contractor a hand-written copy of the inspection report. An additional copy of this report will be faxed to our office where it will be transferred to a type-written format. This typed report will then be sent via email to the City, architect and contractor. We will file all inspection reports in our field office as well as our home office.

On-site Record Filing:

Sunrise will maintain a file of all projects organized by building permit number as issued through Farmington City. Records and copies of records will be filed in our field office. These records would include a copy of the building permit issued by the City, all plan review comments and all inspection reports. We will also be willing to include in these on site files any special inspection reports that the City provides to us. This will allow easy access to all documentation concerning the construction of projects on the site.

AGREEMENT

Parties: Farmington City
Sunrise Engineering

Scope of Work: (See Sunrise Engineering letter dated October 29, 2008.)

WHEREAS Clauses:

1. City is gearing up for construction of Station Park Development by CenterCal, Inc.
2. City doesn't have manpower nor full expertise to handle all four phases of code review or inspection; namely, (1) plan review; (2) fire code review; (3) structural review; and (4) building inspection.
3. CenterCal needs timely review of codes and inspection.
4. City Council authorized seeking proposals for professional services for the Station Park Project.
5. City sought proposals for three professional services providers presently doing business in the area.
6. After much review, City has determined service engineers best meet the needs of the City to receive these services.

NOW, THEREFORE, clauses:

1. Agreement is for term of not to exceed five years unless mutually extended.
2. City has right to terminate for non or poor performance with contractor given opportunity to cure performance deficiencies.



October 29, 2008

Max Forbush
Farmington City
130 North Main
Farmington, Utah 84025
801.451.2383
www.farmington.utah.gov

Subject: Proposal/Agreement to Provide Building Inspection and Plan Review Services for the Station Park Development

Dear Mr. Forbush,

Sunrise Engineering, Inc.(Sunrise) is pleased to provide the following proposal/agreement to provide Building Inspection and Plan Review Services for the Station Park Development Project. Sunrise agrees, upon receipt of your acceptance to this agreement, to perform the following identified services in accordance with the terms and conditions contained herein.

Scope of Services

1. Sunrise will provide plan review and building inspection services for the Station Park Development with fees set at 43% of the building permit and plan check fees collected at the City's rates. This rate does not apply to expedited plan review fees or overtime inspection charges.
2. Farmington City will provide at their cost 156 hours of inspection work from their own employees.
3. Sunrise will donate 2-4 hours of free consulting time each week to provide for coordination on projects. These hours will be provided at the architects request and meetings may be held at their offices, our offices or on site. We expect that these meetings will at times require more or less that the allotted time as workload and construction needs fluctuate

4. Sunrise will complete the review of plan sets to the following standards:
 - a. For Building Shells –
 - i. Initial review of plans – completion and delivery on or before 10 working days after submittal.
 - ii. Second review – 5 working days with option of “over-the-counter” meeting review.
 - b. For Tenant Finishes –
 - i. Initial review- 5 working days with “over-the-counter” meeting option (1 day) for minor tenant finishes (anything under \$20/s.f. and under 10,000 s.f.)
 - ii. Second review – 3 working days with “over-the-counter” meeting option.
 - c. Concerning “over-the-counter” reviews:

Sunrise will provide “over-the-counter” reviews on plan sets that fall into the “minor tenant finishes” category as outlined above. Sunrise does reserve the right to negotiate the review times to 24-48 hours based on the complexity of the tenant finish. In order to provide a quality review on a more complex finish (i.e. a restaurant) more time is needed than for a simple office space with a single restroom.

5. Expedited plan review services will be charged at 1.5 times Farmington City’s Plan review fee. Per IBC administrative provisions any inspection services performed during after hour, weekend or holiday work times will be charged at \$90 per hour with a two hour minimum.

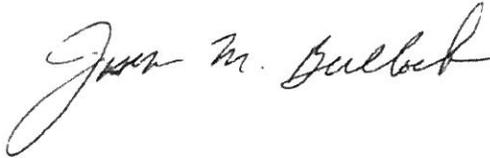
Sunrise’s understanding is that the owner will be responsible for all special inspections, and these inspections will be done through the City of Farmington.

6. Sunrise is prepared to accept “emergency” inspection requests with 24 hours notice.
7. Record Keeping:
 - a. At the conclusion of an inspection Sunrise inspectors will provide the contractor a hand-written copy of the inspection report. An additional copy of this report will be faxed to Sunrise’s office where it will be transferred to a type-written format. This typed report will then be sent via email to the City, architect and contractor. Sunrise will file all inspection reports in the field office as well as the home office.

- b. Sunrise will maintain a file of all projects organized by building permit number as issued through Farmington City. Records and copies of records will be filed in the Sunrise field office. These records would include a copy of the building permit issued by the City, all plan review comments and all inspection reports. Sunrise will also be willing to include in these on site files any special inspection reports that the City provides. This will allow easy access to all documentation concerning the construction of projects on the site.

If you are interested in having us complete the services, please execute the agreement below, make a copy for your files and return the original to the Sunrise Corporate Office (25 East 500 North, Fillmore, UT 84631). If you have any questions regarding this agreement please contact Jason Bullock at our office at (801) 523-0100. We look forward to working with you.

Sincerely,
SUNRISE ENGINEERING, INC.



Jason Bullock
Building and Safety Manager

Accepted and Agreed:

Farmington City

By: _____

Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** Sunrise Engineering, Inc. (hereinafter SEI) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal.

2. **PAYMENT TERMS.** Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at the prevailing legal rate (1 ½ percent monthly), including reasonable attorney's fees if collected by an attorney, and SEI reserves the right to suspend all work until payment is received. No deduction shall be made from our invoice on amount of liquidated damages or other sums withheld from payments to Contractor or others. These payment terms may be amended in the Proposal.

Either party may terminate this Agreement without cause upon 30 days written notice. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay SEI for all costs incurred plus reasonable charges associated with the termination of the work. Client also agrees to release SEI from all liability for services rendered.

In the event all or any portion of the services or work product prepared or partially prepared by SEI be suspended, abandoned, or terminated, Client shall pay SEI for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services.

3. **STANDARD OF CARE.** SEI will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.

4. **INSURANCE.** SEI maintains insurance coverage as follows:

- a) Worker's Compensation Insurance - statutory.
- b) Employer's Liability Insurance - \$1,000,000.
- c) Commercial General Liability Insurance - \$500,000.
- d) Automobile Liability Insurance - \$500,000/\$500,000.

5. **PROFESSIONAL LIABILITY.** Client agrees that SEI's liability to Client or any third party due to any neglect professional acts, errors or omissions or breach of contract will be limited to an aggregate of \$50,000 or our total fee, whichever is less. If Client prefers to have higher limits of professional liability, we agree to increase the limit up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal, provided Client agrees to pay an additional consideration of ten percent of our total fee, or \$500, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by us and is not a charge for additional professional liability insurance.

6. **SITE OPERATIONS AND SOIL CONDITIONS.** Client will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

SEI makes no representations concerning soil conditions and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

If a Contractor (not a subcontractor of SEI) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for the working conditions on the job site, including the safety of all persons and property during performance of the work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that SEI will not be responsible for job or site safety on the project, other than for our employees and subcontractors.

Client acknowledges that SEI is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors. Client further agrees to defend, indemnify and hold SEI harmless from any and all liability, real or alleged, in connection therewith, excepting liability arising from the sole negligence of SEI.

7. **UNFORSEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered which could substantially alter the necessary services or the risks involved in completing our services. If this occurs, we will promptly notify and consult with Client, but will act based on our sole judgment where risk to our personnel is involved. Possible actions could include:

- a) Complete the original Scope of Services in accordance with the procedures originally intended in our Proposal, if practical in our judgment;
- b) Agree with Client to modify the Scope of services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
- c) Terminate the services effective on the date specified by us in writing.

8. **CLIENT DISCLOSURE.** Client agrees to advise SEI upon execution of this Agreement of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site that present a potential danger to human health, the environment, or equipment. By virtue of entering into this Agreement or providing services hereunder, we do not assume control of or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment.

9. **INDEMNITY.** To the fullest extent permitted by law, the Client shall indemnify and hold harmless SEI, SEI's officers, employees, directors, shareholders, subconsultants, and subcontractors from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorney's fees resulting from the active, passive, or comparative neglect of the Client. In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by law, Client agrees to defend, hold harmless and indemnify SEI from and against any and all claims and liabilities unless caused by our sole negligence or willful misconduct, resulting from:

a) Client's violation of any federal, state or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;

b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;

c) Toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after the completion of services herein; and

d) Allegations that SEI is a handler, generator, operator, treator, storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law due to the services provided under this Agreement

10. **DOCUMENTS.** SEI will furnish to Client the agreed upon number of reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance in connection with the project or services provided for in this Agreement, not for advertising or other type of distribution or general publication, and are subject to the following:

a) For any other purposes, all documents generated by SEI under this Agreement shall remain the sole property of SEI. Upon request and payment of the costs involved, Client is entitled to copies of all papers, documents and drawings provided Client's account is paid current. Client agrees to obtain our written permission for any exception for use not described here. Any unauthorized use or distribution shall be at Client's and recipient's sole risk and without liability of SEI.

b) Client shall furnish documents or information reasonably within Client's control and deemed necessary by us for proper performance of our services. SEI may rely upon Client-provided documents in performing the services required under this Agreement; however, SEI assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client.

11. **CLAIMS.** The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including all reasonable attorney's fees of both parties. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

12. **OPINIONS OF COST.** If requested, SEI will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for installation of materials, remediation or construction as appropriate based on reasonably available data, our designs or our recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in advance, in writing with SEI. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, Contractor skills, and many other factors beyond our control.

13. **TESTIMONY** Should SEI or any employee of SEI be called or

asked to provide testimony or other evidence by any party, whether at deposition, hearing, or trial in relation to services provided under this Agreement, SEI shall be compensated by Client for the associated reasonable expenses and labor according to the current SEI Rate Schedule to the extent the party compelling or requesting the testimony does not provide such compensation

14. **CONFIDENTIALITY.** SEI will maintain as confidential any documents or information provided by Client indicated to be confidential and will not release, distribute, or publish to any third party without prior permission from Client, except as compelled by order of a court or regulatory body of competent jurisdiction and then only after notice to Client.

15. **SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable, the other provisions shall remain in full force and effect.

16. **SURVIVAL.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and SEI shall survive the completion of the services and their termination of this Agreement.

17. **INTEGRATION.** This Agreement, the attached Proposal and documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

18. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Utah.

19. **FEES.** Client shall pay the costs of outside checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soil testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprint and reproductions, and all other charges not specifically covered by the terms of this Agreement.

20. **RIGHT TO RETAIN SUBCONSULTANTS.** The ENGINEER may use the services of subconsultants when, in the ENGINEER's sole opinion, it is appropriate and customary to do so. Such persons and entities include but are not limited to, surveyors, specialized consultants and testing laboratories. The ENGINEER's use of other consultants for additional services shall not be unreasonably restricted by the OWNER provided the ENGINEER notifies the OWNER in advance.

21. **THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or ENGINEER. ENGINEER's services under this Agreement are being performed solely for the OWNER's benefit, and no other entity shall have any claim against the ENGINEER because of this Agreement or the performance or non-performance of services hereunder.

22. **EMPLOYMENT FEES.** In the event the OWNER hires directly any employee of the ENGINEER within one year after final payment on this Agreement, the OWNER agrees to reimburse ENGINEER a monetary amount equal to six months wages for the employee so hired by OWNER as an employment fee. The employment fee shall be calculated as six times the gross monthly full time wages as paid by the ENGINEER prior to the hiring.

or questions. The Council briefly discussed the pros and cons of the Christmas decorations.

David Hale made a motion to move forward and approve the Christmas decorations plan. **Rick** seconded the motion, and it passed unanimously.

NEW BUSINESS (Agenda Items #13 and #14) - Award of Building Inspection/Plan Review Service Contract to Sunrise Engineering for work at Station Park

Mayor Harbertson said that he was on a committee with **Rick Dutson**, **Max Forbush**, and **Eric Miller** to reviewed three proposals for inspection services for Station Park. He said that Sunrise Engineering's proposal was the best. **Max** had contacted Sunrise Engineering and negotiated the 50% fees collected down to 43% on their portion, which allows the City to have at least a 5% reduction which would be about \$35,000 coming back to the City. The other 2% would be the City doing some of the inspection so that would be another \$15,000 savings. **Rick Dutson** asked if the City's legal counsel was okay with this proposal. **Max** pointed out that this is a proposal, not the contract. The actual contract will be drafted later and presented to the Council for approval at a future meeting.

Rick made a motion to award Sunrise Engineering the contract for building inspection/ plan review services for the work at Station Park, with the understanding that the actual contract is yet to be drafted. **Cory Ritz** seconded the motion, and it passed unanimously.

Ideas/thoughts gleaned from City Manager's attendance at ICMA Convention in Richmond, Virginia (September 19-23)

Max Forbush reported that he would wait until a future City Council meeting to share with the Council ideas received at the International City Managers Convention.

GOVERNING BODY REPORTS (Agenda Items #15 and #16)

Mayor Harbertson expressed thanks to Council Members who were able to make it to the Zions Bank groundbreaking.

David Hale commented that the new KinderCare on Shepard Lane is a nice looking building. He also said the hair salon that used to be downtown is now located near Bukoos and is a nice addition to that area of the City. He stated that it is nice to see these businesses be successful.

Sid Young reported that at the Utah League of Cities & Towns Legislative Policy Committee meeting yesterday, there was a presentation done by Doug McDonald on economic issues. **Sid** said that the meeting was interesting and informational. Various legislative issues were discussed; some of these were agriculture and wetlands, eminent domain, and "GRAMA" requests. Their intent is to make these issues more reasonable. One more issue that was discussed was public and open meetings.



October 16, 2008

Max Forbush
Farmington City
130 North Main
Farmington, Utah 84025
801.451.2383
www.farmington.utah.gov

Dear Mr. Forbush,

We truly appreciate the opportunity to submit the following proposal to provide plan review and building inspection services for the Station Park Development. We have closely considered each of the questions you have presented and developed our approach to each issue. The following proposal outlines the information you provided in your request with our responses following each section.

We look forward to the opportunity to work with you. If there are any further questions we would be happy to discuss them with you. Please feel free to contact me at jbullock@sunrise-eng.com or 801-376-6708.

Best regards,
Sunrise Engineering, Inc.

A handwritten signature in black ink that reads "Jason M. Bullock".

Jason Bullock
Building and Safety Division Manager

City Revenue Structure

It is anticipated the City could receive building permit and plan check fees in the following amounts based on the aforementioned "Scope of Building Project". These estimates may vary and are given to help in developing a proposal.

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Proposed Compensation to Sunrise Engineering, Inc.:

Based on the anticipated City Revenue Structure outlined above, Sunrise will set its compensation at 43% of the building permit and plan check fees. This rate does not include expedited plan review fees or overtime inspection charges. Farmington City will retain 57% of the plan check and building permit fees to cover their administrative costs. Farmington City will also provide at their cost 156 hours of inspection work from their own employees.

A. Preliminary Plan Review Discussions. It is expected the winning consultant will provide a certain number of hours of free consulting with the owner and designer in a meeting format meant to review the scopes and approaches to the projects providing cursory, but guiding suggestions to guide and/or streamline the code review process.

Please state your specific approach/commitment toward meeting this expectation:

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1. For Building Shells –
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We will provide “over-the-counter” reviews on plan sets that fall into the “minor tenant finishes” category as outlined above. We do reserve the right to negotiate the review times to 24-48 hours based on the complexity of the tenant finish. In order to provide a quality review on a more complex finish (i.e. a restaurant) more time is needed than for a simple office space with a single restroom.

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This same approach applies to our ICC certified Commercial four-way inspectors. We will monitor workloads closely and call in additional inspectors to assist with any surges in construction inspection need.

2. **Normal Working Hours at the Job Site:** 7:00 a.m. to 6:00 p.m. (Monday-Friday) excepting holidays (New Year’s Day, Memorial Day, July 4th, July 24th, Labor Day, Thanksgiving and Christmas).

3. Extra Services Required by Owners to be paid directly to the consultant. There may be times when expedited plan reviews are required above the standard expectations or there may be requests for inspection outside normal working hours.

Please State your fee charges for such extra service.

Expedited plan review services will be charged at 1.5 times Farmington City's plan review fee. Per IBC administrative provisions any after hour, weekend or holiday work times will be charged at \$90 per hour with a two hour minimum.

Our understanding is that the owner will be responsible for all special inspections, and these inspections will be done through the City of Farmington.

Do you have suggestions/ comments for managing such requests?

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City's Record Keeping Protocol/Expectations

Expectation: It is expected that the winning consultant will propose a permit record-keeping approach that meets the needs of the consultant, the City, and the owner.

Building Inspection Reports:

At the conclusion of an inspection our inspector will provide the contractor a hand-written copy of the inspection report. An additional copy of this report will be faxed to our office where it will be transferred to a type-written format. This typed report will then be sent via email to the City, architect and contractor. We will file all inspection reports in our field office as well as our home office.

On-site Record Filing:

Sunrise will maintain a file of all projects organized by building permit number as issued through Farmington City. Records and copies of records will be filed in our field office. These records would include a copy of the building permit issued by the City, all plan review comments and all inspection reports. We will also be willing to include in these on site files any special inspection reports that the City provides to us. This will allow easy access to all documentation concerning the construction of projects on the site.

**Building Inspection
Consulting Services Proposals
"Review Notes"**

Sunrise Engineering

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This covers plan check, structural, fire plan review, fire inspection, inspection.
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Extra working services - 1.5 x City plan review fee - \$180 two hour minimum
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- Didn't adequately address inspection capabilities.
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Saturday, Sunday, Holiday \$130/hr x 4 hours minimum
\$58 for extra servicing.
48 hour notice required.
6. Record keeping okay - City to recover CD copy.

Interwest Consulting Service

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 - Inspections - hourly rate. Vague (difficult to pin down budget)
 - Plan check, structural, inspection (4 hour minimum)
 - Fire review and inspection separate - additional costs.
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 - Free, but vague.
3. Service Delivery Standards
 - Okay
 - Over-the-counter review with 48 hour notice.
 - Tenant finishes - okay
 - 48 hour notice
4. Sequencing
 - Okay - have to staff to ramp
 - Normal hours - okay
 - Extra services - 150% of normal billing rate
5. Record Keeping - okay
 - Need copy to City.



FARMINGTON CITY

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MAX FORBUSH
CITY MANAGER

October 16, 2008

Paul Hayward
Ivie Code Group
1663 West 1410 North
Farmington, UT 84025

Dear Paul,

Thank you for your interest in submitting a proposal for the Station Park project in Farmington. After much consideration of the proposals, the City has awarded the entire bid for the inspection services for this project to Sunrise Engineering. This includes fire, plan review, and inspections.

We appreciate your time and efforts in preparing a proposal and look forward to continuing our working relationship with you.

Sincerely,

Eric Miller
Building Official

EM:sb

cc: Max Forbush



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October 16, 2008

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Interwest Consulting Group
1266 Spring Meadow Lane
Kaysville, UT 84037

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CITY COUNCIL AGENDA

Agenda Item 13

- Appointments, Hearings, Etc.
- Discussion Items - Recommendations
- Reports

For Council Meeting:
October 21, 2008

Petitioner _____

SUBJECT: Award of Building Inspection/Plan Review Service Contract to Sunrise Engineering for work at Station Park

ACTION TO BE CONSIDERED:

Minute motion authorizing a contract to be signed between the City and Sunrise Engineering for building inspection, plan review, structural engineering review and fire plan review and inspection on all building to be constructed at Station Park.

GENERAL INFORMATION:

1. Mayor Harbertson, Rick Dutson, Eric Miller, and Max Forbush served on a committee to solicit proposals for building inspection services and related services at Station Park. These services are needed when the first buildings go up. It is anticipated that this will start within a month or two.
2. Staff developed an invitation for proposals. The same was reviewed by the Mayor and Council Member Dutson as well as by representatives from CenterCal. Three final proposals were submitted by the firms mentioned herein.
3. The proposal recommended by staff for approval is Sunrise Engineering on the basis of cost to the City and as the best value for services to be provided. After Sunrise Engineering was notified that they were being recommended for selection, the City Manager and Eric Miller met with them and asked them to reduce their expense to the City from 50% of fees collected (which was initially the lowest of the three vendors) to 43%. They have agreed to do this. Five percent of the seven percent reduction will amount to \$35,000. The other \$15,000 (the other 2%) will be deducted as our inspection department does some of the inspections directly to reduce the cost. Hence, total savings on the service contract will be about \$50,000 which will help us meet budget revenues and expense targets for our Building Department budget.
4. It is recommended that Mayor Harbertson be authorized to sign the service contract once it is prepared.

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



October 16, 2008

Max Forbush
Farmington City
130 North Main
Farmington, Utah 84025
801.451.2383
www.farmington.utah.gov

Dear Mr. Forbush,

We truly appreciate the opportunity to submit the following proposal to provide plan review and building inspection services for the Station Park Development. We have closely considered each of the questions you have presented and developed our approach to each issue. The following proposal outlines the information you provided in your request with our responses following each section.

We look forward to the opportunity to work with you. If there are any further questions we would be happy to discuss them with you. Please feel free to contact me at jbullock@sunrise-eng.com or 801-376-6708.

Best regards,
Sunrise Engineering, Inc.

Jason Bullock
Building and Safety Division Manager

City Revenue Structure

It is anticipated the City could receive building permit and plan check fees in the following amounts based on the aforementioned "Scope of Building Project". These estimates may vary and are given to help in developing a proposal.

Building Permit Fees (shell)	\$339,678
Plan Check Fees @ 65% (shell)	224,051
Building Permit Fees (Tenant Finishes)	84,919
Plan Check Fees @ 65% (Tenant Finishes)	56,012

Proposed Compensation to Sunrise Engineering, Inc.:

Based on the anticipated City Revenue Structure outlined above, Sunrise will set its compensation at 43% of the building permit and plan check fees. This rate does not include expedited plan review fees or overtime inspection charges. Farmington City will retain 57% of the plan check and building permit fees to cover their administrative costs. Farmington City will also provide at their cost 156 hours of inspection work from their own employees.

A. **Preliminary Plan Review Discussions.** It is expected the winning consultant will provide a certain number of hours of free consulting with the owner and designer in a meeting format meant to review the scopes and approaches to the projects providing cursory, but guiding suggestions to guide and/or streamline the code review process.

Please state your specific approach/commitment toward meeting this expectation:

We understand the need for close communication and coordination as many projects will be going on simultaneously. We also foresee the need for coordination on special issues or expedited/overtime services. Sunrise plans to provide 2-4 hours of free consulting time each week to ensure close coordination on projects. These hours will be provided at the architects request and meetings may be held at their offices, our offices or on site as the architects convenience dictates. We expect that some meetings will require more or less time than we have allotted above as workload and construction needs fluctuate.

B. Service Delivery Standards related to Plan Review

1. For Building Shells –
 - a. Initial review of plans – completion and delivery on or before 10 working days after submittal.
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MAX FORBUSH
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October 16, 2008

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EM:sb
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BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or

- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

BUSINESS LIABILITY COVERAGE FORM

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Holly Gadd, City Recorder
Date: May 29, 2019
Subject: **VOTE CENTERS FOR UPCOMING ELECTIONS**

RECOMMENDATION

By minute motion, approve the Farmington Community Center as the polling location for Farmington City residents and designate the other locations on the attached list as voting centers.

BACKGROUND

Farmington is conducting a vote-by-mail election. However, on election day if the voter prefers to vote in person, they can go to a location on the attached list and vote.

Respectfully Submitted

Holly Gadd
City Recorder

Review & Concur

Shane Pace
City Manager

Equipment Officials and Resources (EOR)

Election Name: 2019 Primary
 Election Date: August 13, 2019

Voters per Voting Booth **150**

Projected Turnout by Method	
Election	30.00%
By Mail	85%
Early	0.10%
Provisional	15%

Processing Days	16
Temp Staff	10.0
Ballots Per Day	2839
Emp. Hrs./Day	72.7
TAB	2.4
MBV	0.8
1st	3.2

Date Printed 04/26/19

(F:\M108\02-3.3 M108\02) 0)

CR	CUT	EXT	UNF	SCN	LP	PROB	ADJ	EXT	AFF	UND
5.7	2.4	6.2	9.5	1.4	3.8	21.75	4	4.5	7.25	

Location Information	Turnout Adjuster	Provisional Adjuster	Precincts	Voters			Poll Workers										Tablets/Laptops			Voting Booths	Express Vote	DS200
				Active as of 10-12-18	Expected By Mail	Expected Regular	Expected Provisional	PM	APM	RC	BC	Prov	Hosts	Total	Check-in	BOD	Hotspots	ADJ	EXT			
Bountiful Library	10.00%	0.00%	33	25331	8613	1283	226	1	1	0	4	2	2	2	10	4	2	0	10	1	1	
Centerville Library	0.00%	0.00%	12	9788	2496	372	66	1	0	1	1	1	1	3	3	1	1	1	3	1	1	
Clearfield City Hall	-5.00%	0.00%	18	10326	2195	327	58	1	0	1	1	1	1	3	3	1	1	1	3	1	1	
Clinton Rec. Admin Bldg.	0.00%	0.00%	13	9628	2456	366	65	1	0	1	1	1	1	3	3	1	1	1	3	1	1	
Layton High School	0.00%	0.00%	48	35896	9154	1364	241	1	1	4	2	1	4	9	4	4	2	2	11	2	1	
Farmington Community Ce	5.00%	0.00%	16	12156	3617	539	95	1	0	2	1	1	2	4	2	2	1	1	4	1	1	
	0.00%	0.00%			0	0	0							0	0	0	0					
Kaysville Library	10.00%	0.00%	22	17427	5926	883	156	1	1	3	1	1	3	6	3	3	1	0	7	1	1	
North Salt Lake City Hall	0.00%	0.00%	11	9903	2526	376	66	1	0	1	1	1	1	3	1	1	1	1	3	1	1	
South Weber Family Activit	5.00%	0.00%	4	3696	1100	164	29	1	0	1	1	1	1	3	1	1	1	1	3	1	1	
Sunset City Hall	0.00%	0.00%	4	2126	543	81	14	1	0	1	1	1	1	3	1	1	1	1	3	1	1	
Syracuse Community Cent	0.00%	0.00%	19	13986	3567	531	94	1	0	2	1	1	4	4	2	2	1	1	4	1	1	
West Bountiful City Hall	0.00%	0.00%	4	3191	814	121	21	1	0	1	1	1	3	3	1	1	1	1	3	1	1	
West Point City Hall	-5.00%	0.00%	8	5318	1131	168	30	1	0	1	1	1	3	3	1	1	1	1	3	1	1	
Woods Cross City Hall	0.00%	0.00%	7	5022	1281	191	34	1	0	1	1	1	3	3	1	1	1	1	3	1	1	
Total			219	163794	45419	6766	1194	14	3	24	16	3	60	24	16	13	63	15	14	15	14	

CITY COUNCIL AGENDA

For Council Meeting:
June 4, 2019

S U B J E C T: City Manager Report

1. Fire Monthly Activity Report for April

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



April 2019

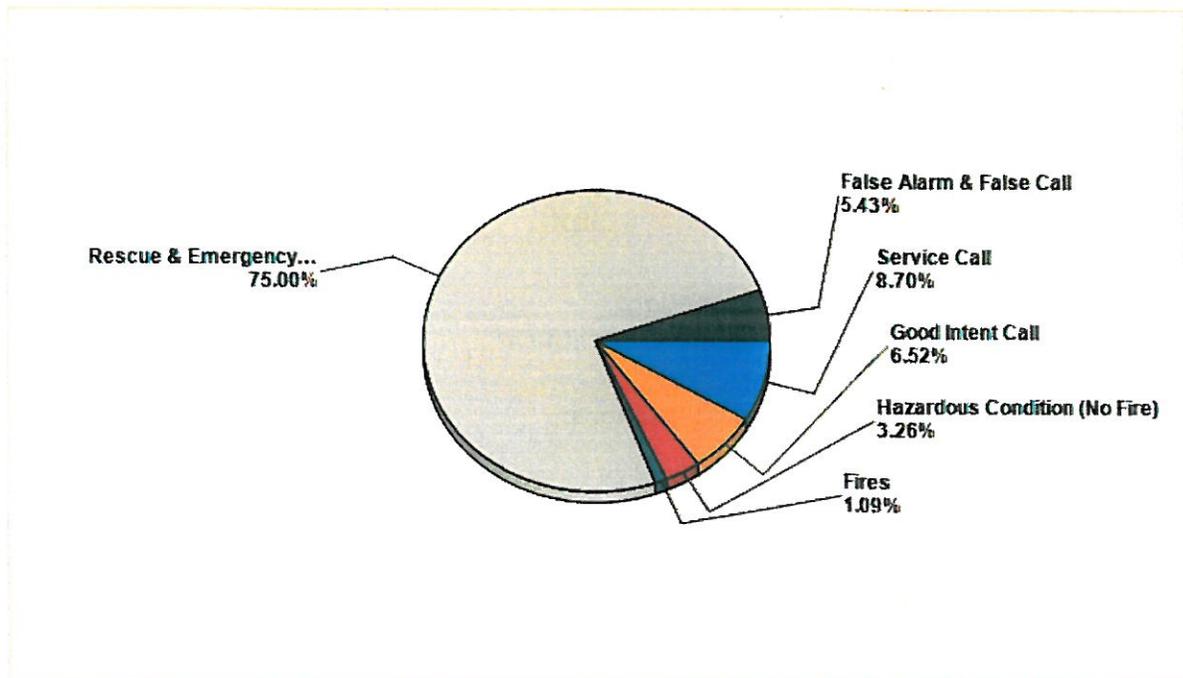


Emergency Services

Fire / Rescue Related Calls: 23
All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, Brush Fires, EMS Scene Support, False Alarms, etc.

Ambulance / EMS Related Calls: 69 / Transported 34 (49%)
Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc.

Calls Missed / Unable to Adequately Staff: 2 (2.1%) 10 YTD (2.7%)
Overlapping Calls: 11 (11.9%) 55 YTD (15%)



On-Duty Crew / Shift Dynamic Data / April 1st – 30th

Emergent Incident / On-Scene Hours / Month Total: 27.7 Hrs. (Approximate 111 Man Hours)

EMS Transport / Turn-Around Hours / Month Total: 68 Hrs. (Approximate 136 Man Hours)

Urgent EMS Related Response Times (average): 5:43 Min/Sec GOAL 5 minutes or less (+.43)
Urgent Fire Related Response Times (average): 7:00 Min/Sec GOAL 5 minutes or less (+2.00)

Part-Time Man-Hours (based on the following 24-day pay periods April 12th and 26th)

Part-Time Shift Coverage / Staffing:	1,344	Budgeted 1,344	Variance -0
Training & Drill Hours:	98	1,804 (FY19)	
Emergency Calls/ Station Staffing:	27	FIRE 2 Hrs. / EMS 7 Hrs. 325.5 (FY19)	
Special Event Hours:	0	6 (FY19)	
Part-Time Fire Marshal:	74.5	Budgeted 120	Variance - 15.5
Part-Time Fire Inspector	35	Budgeted 90	Variance - 55.0
Full-Time Fire Chief:	N/A	Salary Exempt	Overtime N/A
Full-Time Administrative Asst. x 1	N/A	40 Hour Reg.	Overtime + 3
Full-Time Captains & Engineers x 6	N/A	48/96 Hour Rotation	Overtime + 48
Total PT Staffing Hours:	1,578.5	16,879 (FY19)	

*Extra part-time shift hours due to Engineer position coverage & Trauma Conf. and MCI Training.

Monthly Revenues & Grant Activity YTD

Ambulance Revenue Report / March 2019:

	Month	Calendar Year	FY 2019
Ambulance Services Billed	\$67,674.99	\$1,068,243.98	\$637,770.78
Ambulance Billing Collected	\$24,226.08	\$593,859.94	\$371,285.60
Variiances:	\$43,448.91	\$474,384.04	\$266,485.18
Collection Percentages	36%	56%	58%

Requested Grants / Assistance / Donations:

DNR / CWPP Wildland Fire Participation Commitment \$7,144 \$11,944 YTD

Awarded Grants / Funds Received / Donations:

None \$0 \$4,400 YTD

Department Training & Man Hours

Monthly Staff Meeting & Leadership Training	15	
Shift Drill #1 – FIRE – Rapid Intervention Teams (RIT)	24	
Shift Drill #2 – EMS – TBI – Combat Related	24	
Shift Drill #3 – FIRE – Breaching Walls	24	
Shift Drill #4 – EMS – Bariatric Care	24	
Shift Drill #5 – FIRE - Elevator Safety	24	
Northern Utah Trauma Conference (NUTS) x 4	32	
Front Runner MCI Layton x 5	25	
Regional USAR Training x 2	10	
Training / Actual Hours Completed:	202	837 HRS YTD

<u>Fire Prevention & Inspection Activities</u>	QTY	
New & Existing Business Inspections:	44	
Re-Inspections:	4	
Fire Plan Reviews & Related:	6	
Consultations & Construction Meetings:	2	
Station Tours & Public Education Sessions:	11	36 YTD

<u>Health, Wellness & Safety Activities</u>	QTY	
Reportable Injuries:	0	0 YTD
Physical Fitness / Gym Membership Participation %:	100%	
Chaplaincy Events:	1	4 YTD

<u>FFD Committees & Process Improvement Activities:</u>		
Process Improvement Program (PIP) Submittals:	0	2 YTD

Monthly Activity Narrative:

Emergent response times averaged just over 5 and a half minutes for EMS responses and 7 minutes for fire responses. April operational activities included medical responses, vehicle rescues, mountain rescue, CO emergencies and a few fire related emergencies. Two percent of calls resulted in “no-staffing” or “short-staffing” of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to lack of availability). This percentage was attributed (in part) by crews attending to eleven (12%) overlapping calls which overwhelms our existing staffing model. Forty-nine percent of all Ambulance calls resulted in transporting patients to local hospitals. Transport revenues continue with little predictability due to collection & mandated billing variables. Overtime hours applied to fulltime staff for regional trauma conference, regional USAR training and Front Runner MCI training – Layton. Monthly training encompassed a variety of Fire & EMS topics to include: Monthly Officer & Leadership Training, Rapid Intervention Teamwork, Traumatic Brain Injury & PTSD, Bariatric Care & Transport, Elevator Rescue, EMS conference and Mass Casualty Incident training. Our Heavy Rescue (HR-71) A/C unit was replaced and the light tower was sent back to the factory for repairs as the local vendor could not complete the task. We expect our light tower be back in-service late May. Our Bariatric Ambulance was deployed and transported a patient w/o incident. Although not a frequent need, it unquestionably provides superior customers while ensuring the highest level of safety for EMS providers. With warmer weather approaching, we responded to a rescue on the mountain side and transported a patient after being hoisted from the mountain by Life Flight. FFD also assisted with various public programs throughout the month to include fuel reduction activities. We look forward to hosting the 5th annual Fire Wise Open House Saturday May 4th which is also doubled up as a Blood Drive event for Nellie Mainor

Please feel free to visit or contact myself at your convenience with questions, comments or concerns: Office (801) 939-9260 or email qsmith@farlington.utah.gov

Guido Smith
Fire Chief

April 2019 Photos: Federal Excess Personal Property (FEPP) Humvee final mechanical work completed. Mass Casualty Incident (MCI) trailer utilized for Front Runner (bombing drill) Layton. FFD deployed for Flag Rock rescue with Search & Rescue and Life Flight. Annual Fire Wise Open House & Nellie Mainor Blood Drive Saturday March 4th at FFD.



BLOOD DRIVE

In partnership with
Nellie Mainor, FiiZ Drinks & The Farmington Fire Department

Saturday, May 4
 10 am–2 pm
 Farmington Fire Station - 82 N. 100 E.

Email Sarah at 4nelliepower@gmail.com.

Walk-ins are welcome!

Save time, schedule online! www.crupbloodservices.org, use sponsor code C163






CITY COUNCIL AGENDA

For Council Meeting:
June 4, 2019

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

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