

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

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, October 3, 2017, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

CALL TO ORDER:

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

PUBLIC HEARINGS:

7:05 Swain PUD Subdivision Schematic Plan and Preliminary (PUD) Master Plan

7:15 Zone Text Amendment Chapter 28 – Demolition Performance Standards

NEW BUSINESS:

7:25 Resolution Amending the Personnel Policies and Procedures regarding Return to Work Policy

SUMMARY ACTION:

7:30 Minute Motion Approving Summary Action List

1. Plat Amendments: Villa Susanna PUD Subdivision and Meadows at City Park Phase I PUD Subdivision
2. Nature Center Water Line Agreement
3. Smith Homestead PUD Subdivision Improvements Agreement
4. Ordinance and Resolution Regarding Home Occupations

OLD BUSINESS:

7:35 Award of Bid - 2 Million Gallon Tank Project

GOVERNING BODY REPORTS:

7:40 City Manager Report

1. Farmington Rock Preference Survey
2. Fire Monthly Activity Report for August

7:45 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 26th day of September, 2017.

FARMINGTON CITY CORPORATION

By: 
Holly Gadd, City Recorder

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

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

Posted 09/27/2017

CITY COUNCIL AGENDA

For Council Meeting:
October 3, 2017

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

It is requested that City Councilmember Cory Ritz give the invocation to the meeting and it is requested that City Councilmember Brigham Mellor 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:
October 3, 2017

PUBLIC HEARING: Swain PUD Subdivision Schematic Plan and Preliminary (PUD) Master Plan

ACTION TO BE CONSIDERED:

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

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson, City Planner.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, City Planner

Date: October 3, 2017

SUBJECT: **SWAIN PUD SUBDIVISION SCHEMATIC PLAN AND PRELIMINARY (PUD) MASTER PLAN**
Applicant: **Lew Swain**

RECOMMENDATION

1. Hold a Public Hearing, and
2. Move that the City Council approve the schematic plan and preliminary PUD master plan for the Swain PUD Subdivision, and the waiver of open space as set forth in Section 11-27-155 of the Zoning Ordinance, subject to all applicable Farmington City ordinances and development standards and the following conditions:
 1. The applicant shall enter into a development agreement memorializing the approved master plan prior to or concurrent with preliminary plat;
 2. The applicant shall meet all of the standards and requirements as set forth in Section 11-30-050 of the Zoning Ordinance;
 3. The City Council, through a vote of not less than four (4) members shall approve the waiver for the open space requirement as determined through negotiations with the City Manager;
 4. All outstanding comments from the DRC for schematic plan shall be addressed on preliminary plat.

Findings for Approval:

1. The proposed plans meet the requirements of the subdivision and zoning ordinances of an LR (PUD) zone.
2. The proposed development is an in-fill project and allows the property owner the highest and best use of his property.
3. The proposed plans are consistent with the General Plan.
4. The proposed densities and lot sizes are consistent with the surrounding neighborhoods.
5. The attached landscape plan is of a high design quality and meets the standards set forth in Section 11-27-070.

6. Because the homes that are being built within the subdivision are custom, the applicant did not provide elevations; however, by providing photos of similar homes, and CC&Rs that set design standards of a high quality, the intent of the PUD overlay is being met.
7. The foothill overlay zone requirements, as set forth in Chapter 30 of the Zoning Ordinance, will be required at either preliminary or final plat, as is customary in these zones.
8. The applicant is providing 9,621 s.f. of unimproved conservation open space, which will preserve a grove of Gambel oak trees.
9. The remaining open space that the ordinance requires can be better utilized elsewhere in the City to help in the construction of parks or trails.

BACKGROUND

The applicant is proposing to develop 3.45 acres of property located directly north of the Brentwood Estates Subdivision. The Swain Subdivision is proposing 10 lots under a Planned Unit Development (PUD); the reason for this is that the applicant desires additional lots beyond what a conventional subdivision would allow, and would like flexibility in the lot dimensions and standards, specifically setbacks. The applicant wants to avoid the difficulties that come with a small HOA, and there is not any common area to maintain. The two entry features will be included on lots 104 and 108 and will be their responsibility to maintain. The applicant is proposing that Parcel A be placed under a deed restriction, in favor of the City, to remain perpetual conservation open space; the conservation parcel will be maintained by an adjacent property owner. Currently there is a grove of Gambel oak on the parcel, which will remain as part of the deed restriction.

In the LR zone under a conventional subdivision, the minimum lot size is 20,000 s.f. which would give the applicant approximately 6 lots; however, the applicant wanted 10 lots and he does not have enough area to qualify for a conservation subdivision, so he is instead seeking a PUD overlay. The applicant provided a yield plan as set forth in Chapter 12 of the Zoning Ordinance, however, the yield plan has not been provided for Planning Commission review because it has proven superfluous due to every lot within the schematic plan being above the 10,000 s.f. threshold required in a yield plan for the LR zone, therefore the schematic plan acts as the yield plan. The applicant is not requesting a density bonus beyond the lot count achieved through the yield plan. The lot sizes proposed within the subdivision average 12,500 s.f. or slightly over one-quarter of an acre, and the densities proposed are 2.9 units per acre, which is very similar to the surrounding neighborhoods, which are all zoned LR-F as well.

As part of the preliminary PUD master plan, the applicant has provided a landscape plan, which is attached for your review. However, the applicant has not provided elevations of the homes, which is a requirement of preliminary PUD master plan, because each home is going to be custom built. However, the applicant will be using the subdivision CC&Rs to establish building and design standards, which have been included for your review. Additionally, the applicant has done this very same thing with an earlier development called Oakwood Estates; the applicant has provided photos of some of the homes in this previous development to give an example of how the CC&Rs work to establish uniform design standards, which are attached. Section 11-27-120(H) of the Zoning Ordinance states the following:

H. Increase In Residential Density: Residential density may be increased up to a maximum of twenty percent (20%) above that allowed in the underlying single-family zone, at the discretion of the planning commission and subject to the concurrence of the city council. The density will be determined during the preliminary PUD master plan review stage.

1. Common Open Space Increase: An increase of usable common open space in addition to the open space requirements cited in subsection G of this section, may allow the following density increases:

a. Improved: Improved open space is usable common open space that is highly accessible to all residents of the planned unit development; that is devoted to planting, patios, walkway, and recreational areas; that provides recreational facilities such as swimming pool, tennis court, clubhouse, playground, etc.; that is of such dimension to be functionally usable (on any section of improved open space shall not be less than 6,000 square feet nor less than 30 feet in its smallest dimension); and that is of a finished grade of twelve percent (12%) or less.

b. Unimproved: Unimproved open space is common open space that generally allows for the preservation of the planned unit development's natural amenities such as rock outcrops, trees, ravines, ponds, drainage channels, etc. All or part of unimproved open space is generally left in a natural state and its use is restricted to more passive recreation, such as hiking trails or creation of access to scenic vistas and natural sites.

Staff feels that even though the letter of the ordinance set forth in Section 11-27-060(E) is not being met, by establishing design standards through the CC&Rs to guide the custom homes that will be built, it is meeting the intent of the ordinance, i.e. that a higher quality of design be utilized in order to achieve the higher densities allowed through the PUD overlay.

The applicant is providing 9,621 s.f. of unimproved open space that preserves the “natural amenity” of the oak tree grove, as mentioned above. However, the PUD ordinance requires a minimum of 15% total open space be provided for the subdivision, which in this case would total 22,542 s.f. The applicant is therefore 12,921 s.f. short of the required open space and will be seeking a waiver of the remainder through City Council approval of not less than four votes; this waiver has been included as part of the suggested motion above. The applicant will have to compensate the City for this open space as set forth in Section 11-27-155 of the Zoning Ordinance. Staff supports this application of the PUD waiver provision, because this open space is not usable at this location and would better serve the City somewhere else where it can either be consolidated with a park or be used to improve trail connections.

Lastly, this property is within the foothill overlay zone, and is therefore subject to the standards set forth in Chapter 30 of the Zoning Ordinance, including grading and drainage plans, geological studies, revegetation plans, fire protection plans, etc. These requirements are usually required at preliminary or final plat, when the applicant has vesting.

The Planning Commission at their September 7, 2017 meeting heard this item and recommended approval as written in the staff report, and discussed the item very little.

Supplemental Information

1. Vicinity Map
2. Schematic Plan
3. Landscape Plans
4. Photos of type of home that will be built in the subdivision
5. Swain PUD Subdivision CC&Rs (that will regulate design standards for custom homes)

Applicable Ordinances

1. Title 12, Chapter 6 – Major Subdivisions

2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 11 – Single Family Residential Zones
4. Title 11, Chapter 27 – Planned Unit Developments (PUD)
5. Title 11, Chapter 30- Foothill Development Standards

Respectfully Submitted



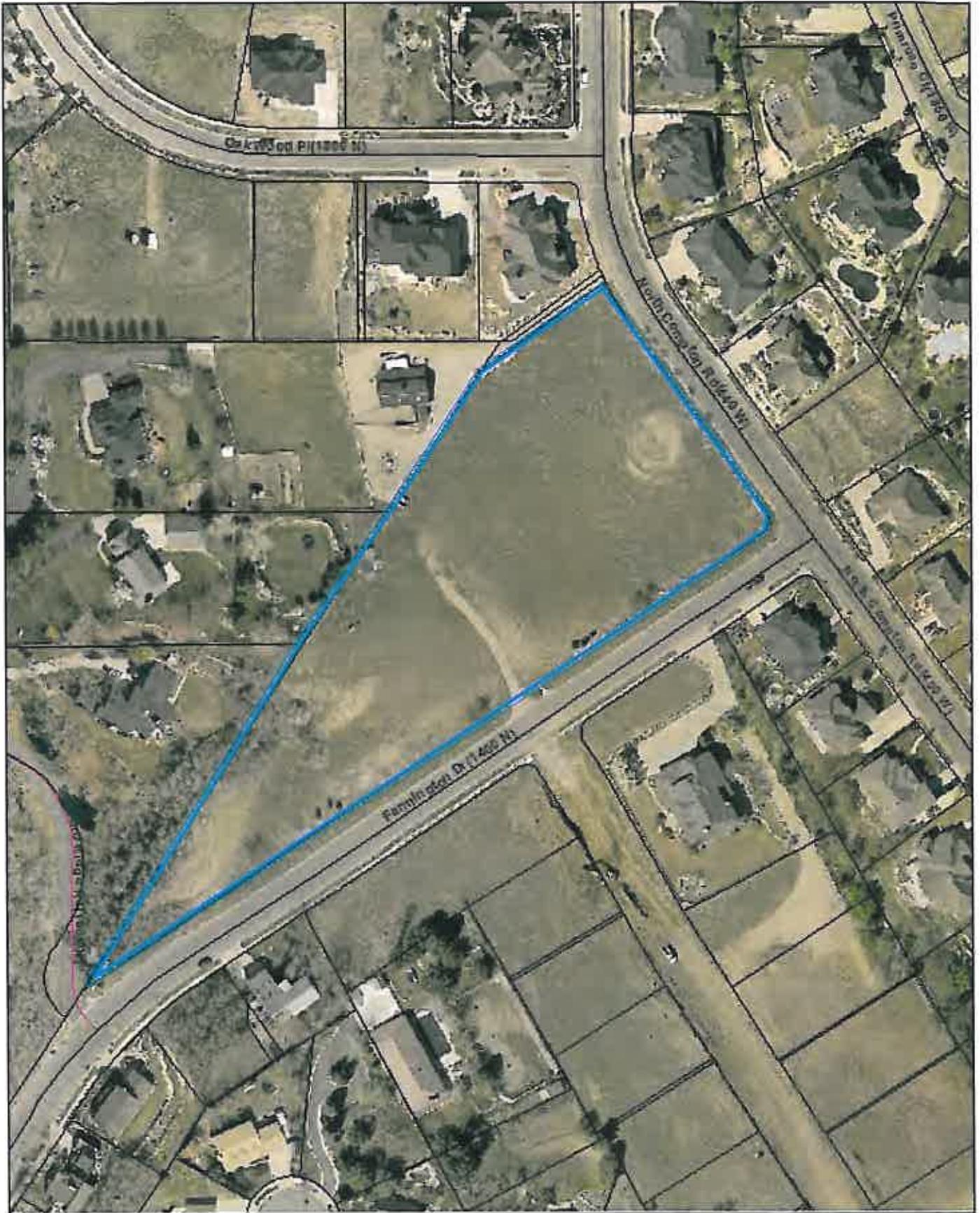
Eric Anderson
City Planner

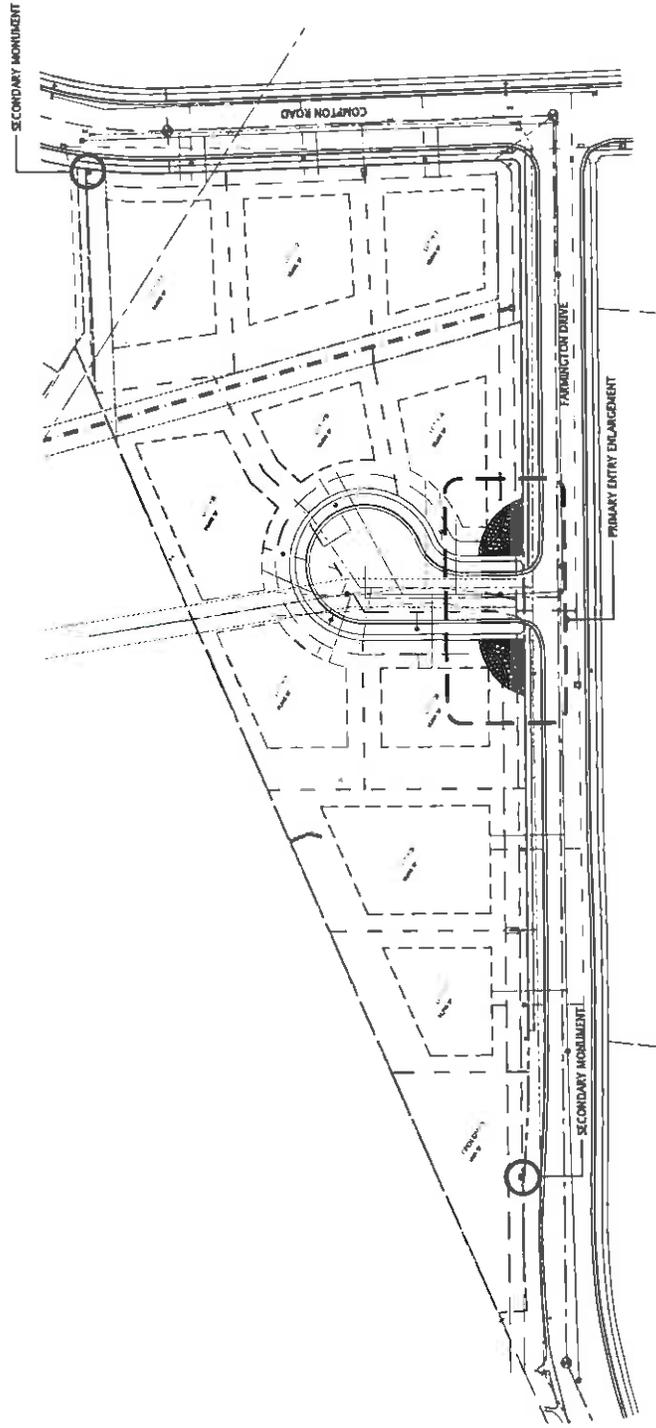
Concur



Dave Millheim
City Manager

Farmington City



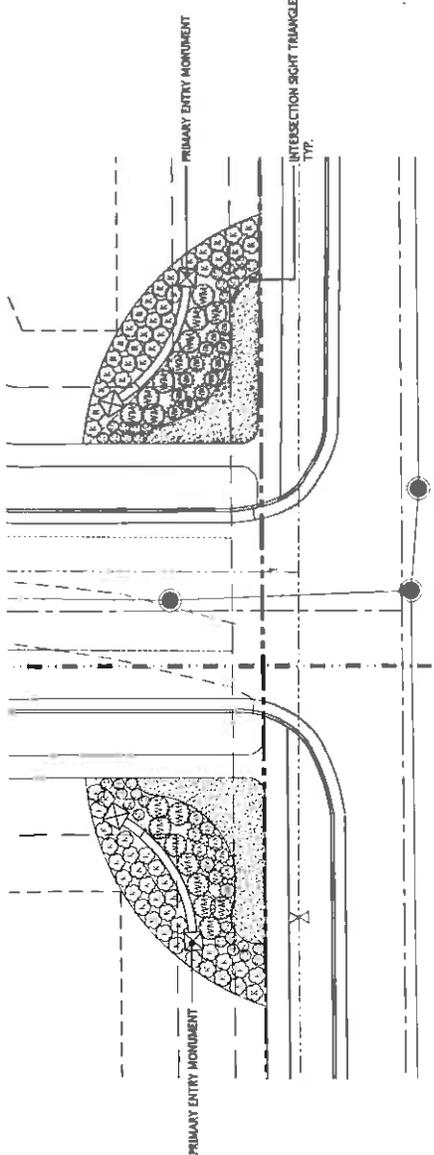


Swain Development



PLANT SCHEDULE

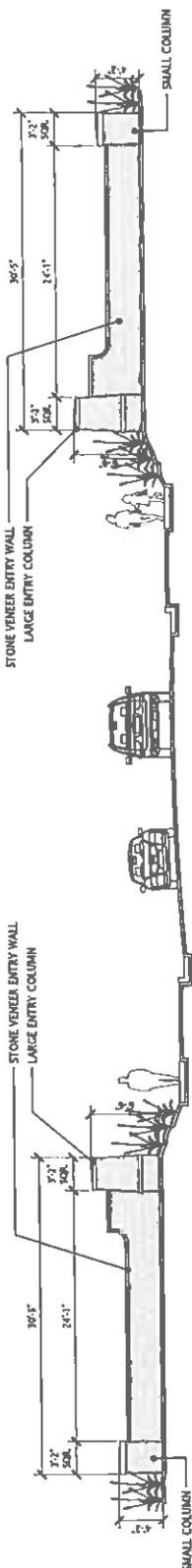
SYMBOL	PLANT NAME / COMMON NAME	SIZE	QTY
(A)	CALLUNA VIRENS / HEATH PONY	1 GAL	43
(B)	HEBE COLLENSIS / STYLLA O. ORN. / STYLLA O. ORN. DOL. LF	1 GAL	32
(C)	MYRTA FASCIATA / WALTERS LOW / WALTERS LOW / ALBANY	1 GAL	22
(D)	ROSA HOLLANDICA / WHITE / WHITE HOLLAND ROSE	1 GAL	18
(E)	SPYRALIS PALM / SPYRALIS PALM	5 GAL	2
(F)	POA MARITIMA / SEA PONY	5 GAL	2
(G)	POA MARITIMA / SEA PONY	5 GAL	2
(H)	POA MARITIMA / SEA PONY	5 GAL	2
(I)	POA MARITIMA / SEA PONY	5 GAL	2
(J)	POA MARITIMA / SEA PONY	5 GAL	2
(K)	POA MARITIMA / SEA PONY	5 GAL	2
(L)	POA MARITIMA / SEA PONY	5 GAL	2
(M)	POA MARITIMA / SEA PONY	5 GAL	2
(N)	POA MARITIMA / SEA PONY	5 GAL	2
(O)	POA MARITIMA / SEA PONY	5 GAL	2
(P)	POA MARITIMA / SEA PONY	5 GAL	2
(Q)	POA MARITIMA / SEA PONY	5 GAL	2
(R)	POA MARITIMA / SEA PONY	5 GAL	2
(S)	POA MARITIMA / SEA PONY	5 GAL	2
(T)	POA MARITIMA / SEA PONY	5 GAL	2
(U)	POA MARITIMA / SEA PONY	5 GAL	2
(V)	POA MARITIMA / SEA PONY	5 GAL	2
(W)	POA MARITIMA / SEA PONY	5 GAL	2
(X)	POA MARITIMA / SEA PONY	5 GAL	2
(Y)	POA MARITIMA / SEA PONY	5 GAL	2
(Z)	POA MARITIMA / SEA PONY	5 GAL	2



primary entry landscape enlargement

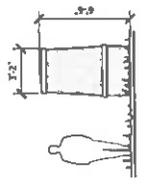
scale: 1" = 10'

- ENTRY MONUMENT NOTES**
1. MONUMENT SHALL RECEIVE STONE VENEER AS SELECTED BY OWNER.
 2. WALLS AND COLUMNS SHALL HAVE EITHER NATURAL STONE OR PRE-CAST CONCRETE CAP AS SELECTED BY OWNER.
 3. ALL MONUMENTS SHALL BE CONSTRUCTED TO MEET ALL INTERSECTION SIGHT TRIANGLE FOR FARMHOUSES CURRENT STANDARDS AND REQUIREMENTS.
 4. THE CONTRACTOR SHALL LAYOUT ENTRY WALLS AND COLUMNS AND VERIFY FOR CORRECT LEVEL AND APPROVAL PRIOR TO CONSTRUCTION.



primary entry elevation

scale: 3/16" = 1'-0"



secondary monument elevation

scale: 1/4" = 1'-0"



Swain Development

06.15.17



AFTER RECORDING, PLEASE RETURN To
H Lewis Swain
1688 N. Canyon Circle
Farmington Utah 84025

Space above for Recorder's use

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
OF**

THIS DECLARATION (the "Declaration") is made this _____ day of _____, 2017,
by _____ ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the City of Farmington, Davis County, State of Utah, more particularly described on Exhibit "A" attached hereto, _____ lot subdivision (hereinafter the "Subdivision");

WHEREAS, Declarant intends that the lots within the Subdivision (hereinafter "Lot") shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges, and liens herein set forth.

NOW, THEREFORE, in consideration of the premises and as part of the general plan for improvement of the Subdivision, Declarant does hereby establish the nature of the use, maintenance and enjoyment of the Subdivision, and does declare that all conveyances of any Lot shall be made subject to the following conditions, restrictions, reservations, assessments, covenants, liens, and stipulations herein set forth that shall be binding upon all parties having any right, title or interest in or to a Lot or any of them, or any part of the Lots, and upon their heirs, successors, and assigns, and shall inure to the benefit of each owner (an "Owner") thereof.

1. LAND USE AND BUILDING TYPE. Except as otherwise provided in Paragraph 17 below, no Lot within the Subdivision shall be used except for residential purposes. No buildings shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories excluding the basement. The height of the single-family dwellings on each lot shall not exceed the following height limits;
Lots 1, 2, and 3 35 feet. Lots 4,5,6,7,and 8 ? feet. Lots 9 and 10 35 feet.

All height limitations shall be as measured from the finished floor plane of the primary entry level floor to the highest point of the roof structure (with any other structures incident to such dwelling to be subject to approval as hereinafter provided, including in Paragraphs 2, 3, and 4 below). No building shall be located on any Lot nearer to the front lot line or the rear Lot line than the minimum building set-back lines required by Farmington City. All homes shall be constructed so that what would typically and reasonably appear to be the front of a house faces the street; no house shall be constructed so that what typically and reasonably appears to be the back of the house faces the street.

2. POOLS, FOUNTAINS AND SPORT COURTS. Any desired pool, spa, fountain, game court, or tennis court on a Lot must be expressly approved by the Committee (as that term is hereinafter defined) and shall be located to avoid impacting an adjacent Lot or other property with light or sound and shall not be located in front yards. Pool heaters and pumps on a Lot must be screened from view and sound insulated from neighboring houses. Skateboard ramps are prohibited.

3. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications, including a site plan showing the location of the structure and a grading plan have been approved in writing by the Architectural Control Committee, Inc., an existing or to-be-organized non-profit corporation (the "Committee") as to the quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation. Drawings submitted to the Committee shall include:

- A. Plot plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours, including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
- B. Detailed floor plans showing dimensions and measurements.
- C. Detailed elevations, indicating all materials and showing existing and finished grades.
- D. Detailed sections, cross and longitudinal.
- E. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.
- F. Specifications giving descriptions and color samples of materials to be used on the exterior of the residence.

Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner shall be responsible for obtaining a building permit from Farmington City. No fence shall be erected, placed, or altered on any Lot nearer to any street than the front building setback line unless similarly approved. Unless otherwise approved by the committee due to unique circumstances no fences shall be installed on the lot lines between properties. Chain link fences may be used only for a reasonably-sized dog run located in the back yard within the boundaries

of a Lot. If the owner elects to install a swimming pool requiring a security fence by code (see Paragraph 11 below), the owner will utilize a vertical post metal type fence bronze or black in color which shall be subject to approval in writing by the Committee.

4. DWELLING QUALITY AND SIZE. It is the intention and purpose of this Declaration to assure that all dwellings shall be of quality workmanship and materials. Each dwelling on a Lot shall be constructed of wood or steel frame with brick, rock, cultured stone, long-term cement type clapboard, and/or stucco, or combinations thereof, with glass windows. All homes shall be constructed with at least fifty percent (50%) masonry on the street facing side, and at least fifteen percent (25%) on the remaining sides, unless otherwise approved in writing by the Committee. Aluminum, steel, and vinyl siding may only be used on a Lot for soffit and fascia. The ground floor area of the main structure, exclusive of one-story open porches and enclosed garages, shall not be less than 1,900 square feet for a one-story dwelling, nor less than 1,500 square feet on the main level and 1,000 square feet for the second level of a dwelling of more than one story. Full basements are required in all homes. Any exceptions shall require the approval of the Committee. No dwelling, garage, on a Lot shall be constructed or reconstructed with a flat or substantially flat roof. All roofs on a Lot shall have a minimum 6 in 12 pitch, unless otherwise approved by the Committee. All roofs on a Lot shall be of 25-year architectural grade asphalt shingles, slate shingles, or of architectural tile in natural colors. Any addition to a dwelling, garage, on a Lot must be approved in writing in advance by the Committee. All construction is to be of new materials, except that used brick may be used if prior written approval is given by the Committee. At least a private two-car garage is mandatory but shall not exceed a four-car garage (including any garage intended for the storage of a boat or other recreational vehicle). No carports are or will be allowed on a Lot. Detached garages, guest quarters, barns and pool houses on Lots must be approved in writing by the Committee. Storage buildings, on Lots must also be approved in writing by the Committee. Storage sheds on Lots shall not to exceed 200 square feet and must be constructed on a concrete slab and of the same building quality materials as used for the home. No used sheds will be allowed on a Lot. Exceptions may be considered by, and must be approved in writing by, the Committee. No structure of any kind shall be permitted to remain incomplete (complete is defined as receipt of a Certificate of Occupancy from Farmington City for a period in excess of one year from the date the building was started as evidenced by the date upon which the excavation of a basement commenced, unless approved in writing by the Committee). No prefabricated or modular single-family homes shall be allowed. Outbuildings and all other storage buildings must conform to the main structure in style and material choice. The color of all exterior materials used for all improvements shall be disclosed to the Committee in the original submission and shall be subject to written approval by the Committee.

5. LOT AREA. No Lot shall be reduced in size from the size as shown on the recorded plat, or final plat to be recorded as (the "Plat").

LANDSCAPING. Landscaping plans to include but not limited to lawns, irrigation, patio, and garden areas on the Lots must be approved by the Committee. Lot Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve soil erosion control. The planting of trees on Lots that have a high profile and may obstruct the view from neighboring Lots must be approved in writing by the Committee. Owners of Lots shall be

responsible for planting all trees required by Farmington City, including, without limitation, any street tree planting ordinances.

No Lot Owner shall alter the slope and/or contour of its Lot from that shown on the final grading plan approved by the city, in a manner that will materially increase the discharge of water onto the surface of any sidewalk, street, or adjoining Lot or adjoining property. All materials used to retain and contour the slope of any Lot must conform to the natural beauty and color of the Lot, and must be approved in writing by the Committee. Each dwelling on a Lot shall have installed surrounding it an outdoor landscape sprinkler system for fire protection and irrigation.

Landscaping on Lots may include a combination of lawn, flowers, shrubs, and or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliate plants. Ground cover on Lots may also include mineral or non-living organic permeable material in not more than twenty percent (20%) of the net landscaped area, unless otherwise approved in writing by the Committee. Mineral ground cover on Lots may include such materials as rocks, boulders, or brick over sand. Species, size, and placement of landscape elements on Lots shall be determined by the Owner subject to written approval by the Committee prior to commencement of landscaping.

Installed landscaping on Lots shall at all times be reasonably nurtured and maintained including, without limitation, the regular cutting, trimming, and watering of lawns, bushes, trees, and other vegetation in season, and the control and elimination of weeds.

6. EASEMENTS, SLOPE AND DRAINAGE CONTROL. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. No structure, planting or other material shall be placed on a Lot or permitted to remain, or other activities undertaken, which in any way creates erosion or sliding problems. The easement areas set forth on the Plat, and all improvements in them, shall be maintained continuously by the Owner of the Lot, except for any improvements for which a public authority or utility company is responsible.

7. NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon a Lot. Except as permitted under Paragraph Sixteen (16), no odors shall be permitted to arise from a Lot so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise, offensive activity, or other nuisance shall be permitted to exist or operate on the Lots. Without limiting the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any Lot without the prior written approval of the Committee, and if approved, shall not be permitted to cause a nuisance for any adjacent Lot or other property as determined in the sole judgment of the Committee. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front yards of the Lots. Storage on side yards of Lots is permitted only if such vehicles are in running condition, properly licensed, and are being regularly used. The use of motorcycles, ATVs, and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress of the Lots. The burning of rubbish, leaves, or trash on the Lots is prohibited. No Owner shall permit any

condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects (the planting and maintenance of gardens shall not constitute a violation of this provision). No tank for the storage of fuel may be allowed or used without the prior written consent of the Committee.

8. WATER DISCHARGE. It shall be unlawful for any person owning, occupying, or having control of any portion of a Lot to suffer or permit irrigation or storm water to be discharged and spread upon the surface of any sidewalk, street, or adjoining Lot or adjoining property. This is intended to require that the Lot Owner maintain such water on its own Lot.

9. PARKING AND STORAGE. No major mechanical work or repairs are to be conducted in streets or front yards of houses on the Lots. No commercial-type vehicles and no trucks over one-ton capacity shall be parked or stored on the front yard setback of any Lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over one-ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance and commercial equipment of any kind on a Lot shall be parked or stored in an enclosed garage or behind the front yard setback in an enclosed area screened from street view as approved by the Committee. Sufficient side yard gate access should be planned and provided for in the design of the home to permit ingress, egress, and storage of trailers and recreational-type vehicles on the side and rear yards.

10. TEMPORARY AND OTHER STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No old or second-hand structures shall be moved onto any Lot. All dwellings and other buildings on Lots shall be constructed of new materials and good quality workmanship. No pre-manufactured homes are permitted.

11. ACCESSORY STRUCTURES. Patio structures, trellises, sunshades, gazebos, and any other appurtenant buildings on Lots shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee. It is understood that outbuildings such as swimming pool and tennis court dressing facilities may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration and approved in writing by the Committee. All pools must be fenced in strict compliance with local ordinances and with the prior written approval of the Committee as to fence design and material.

12. SIGNS. Except for personal-not commercial-events not lasting longer than 3 days, and election promotional signs not to be placed on a Lot for longer than two weeks, no signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than five square feet advertising the Lot for sale or rent, or signs used by a builder to advertise only during the construction and sales period. Signs for the initial marketing of the Lots shall not be limited by this provision.

13. LEASES. Any lease agreement or other agreement permitting occupancy between an Owner of a Lot and a lessee or occupant thereof shall require that such lessee and/or occupant

comply with all of the terms, covenants, conditions and restrictions of this Declaration. All such leases and/or agreements shall be required to be in writing.

14. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept on any Lot except in enclosed sanitary containers that shall not be left at the front of any Lot except on the day of collection and the night before. No incinerators or burning are allowed on Lots. Equipment for the storage of disposable material on Lots shall be kept in a clean and sanitary condition. Each Lot and its abutting portion of the street are to be kept free of trash, weeds, and other refuse by the Lot Owner. No unsightly materials or other objects are to be stored on any Lot in view of the general public.

15. ANIMALS. Dogs, cats and other household pets may be kept on Lots provided that they are not kept, bred, or maintained for any commercial purposes and are restricted to the Owner's premises or on a leash under handler's control, except as provided by law and only to the extent not prohibited or restricted by applicable Farmington City ordinances. No horses, Cows, pigs, goats, or other farm animals shall be permitted.

16. NO HAZARDOUS ACTIVITIES. No activities shall be conducted on any Lot, and no improvements shall be constructed on any Lot, which are or might be unsafe or hazardous to any person, Lot or other property. Without limiting the generality of the foregoing, neither open fires nor incinerators shall be lighted or permitted on any Lot except in a contained barbecue unit while attended and in use for cooking purposes, or within a safe and well designed fireplace or fire pit.

17. REPAIR OF BUILDINGS. No improvement upon any Lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and regularly painted or otherwise finished by the Owner thereof. Damage to a structure shall be immediately repaired or the structure shall be razed by and at the cost of the Owner.

18. IMPROVEMENTS AND ALTERATIONS. There shall be no excavation, construction, or alteration which in any way alters the exterior appearance of any improvement within any of the Lots, nor removal of any improvements on the Lots (other than repairs or rebuilding) without the prior written approval of the Committee.

19. ROOFTOP ANTENNAS AND OTHER DEVICES. Television antennas on Lots are to be placed in the attic out of view. Satellite dishes on Lots shall be the small 18-inch or smaller diameter dishes only and are to be hidden from view of the street. No ham radio, citizens band, or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to view from any other Lot. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighbor's home or home entertainment facilities or equipment. All air conditioning and heating equipment must be screened from view and reasonably insulated for sound attenuation. Rooftop evaporative coolers are prohibited. Solar panels will be permitted only with the express written consent of the Committee and must be designed to blend with the dwelling architecture. Meter locations are to be designed into the architecture of the dwelling and screened from view. This provision does not apply to digital readout units. Exterior lights

detached from dwellings must be approved by the Committee. Except for satellite dishes or roof top solar panels all rooftop equipment must be coated or painted in colors compatible with the dwelling.

20. CONSTRUCTION AND LANDSCAPING SCHEDULE. All homes being constructed on any Lots shall be completed, and certificates of occupancy for the same obtained, within twelve (12) months of the start of construction, i.e., obtaining a Permit. Landscaping and irrigation of Lots shall be completed in accordance with the Plan previously approved by the Committee within nine (9) months of receipt of a certificate of occupancy. Gravel areas on Lots are not permitted.

21. COMMITTEE MEMBERSHIP. The initial director of the Committee shall be H. Lewis Swain and (hereinafter sometimes referred to as the Committee). A majority of the Committee may designate one of its members to act as a spokesperson for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to and shall designate a successor by majority vote. Except for the original members of the Committee, any member of the Committee may be removed and shall be replaced by a majority vote of the Committee members. Neither the members of the Committee, nor its designated spokesperson, shall be entitled to any compensation for services performed pursuant to this Declaration. This Declaration shall not be amended or changed unless such amendment or change is approved by a majority vote of the three-member Committee as then constituted.

22. PROCEDURE. The Committee's approval or disapproval as required in this Declaration shall be in writing and by majority vote. In the event the Committee, or its designated spokesperson, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required; provided, however, that nothing in this sentence shall excuse the Owner of any Lot from otherwise complying with this Declaration. The Committee and its members shall have no responsibility to enforce building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property, and shall have no liability to any Owner for any plans approved in a manner that included any such violation. The Committee and its members further shall have no liability to any Owner for the enforcement or lack thereof of this Declaration or the provisions herein. Corrections or changes in plans to bring them into conformity with applicable codes must be approved, in writing, by the Committee prior to construction.

23. TERM. The covenants, conditions, restrictions, reservations, assessments, charges, and liens set forth in this Declaration are to run with the land and shall be binding, as they may be amended from time to time, as provided herein, on all parties and on all persons claiming an interest in a Lot, for a period of thirty years from the date this Declaration is recorded, after which time said covenants, conditions, restrictions, reservations, assessments, charges, and liens shall be automatically extended for successive periods of ten years each.

24. ENFORCEMENT. The Committee and any Lot Owner shall have the right, but not the obligation, to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration. Any failure to insist upon the strict

performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

25. **AMENDMENT.** This Declaration or any provision therein may be amended by the vote of two thirds of the lot owners .

26. **JOINT MAINTENANCE.** Lot owners may elect to enter into group maintenance agreements for weekly landscape maintenance and snow removal of sidewalks and driveways. Those lot owners who choose to participate in this service shall agree upon one of their group to secure contracts for such services to be approved by the participating Lot owners. Said contracts will separate costs so that each Lot shall assume the direct cost allocated by the service providers. Lot owners shall be billed and pay separately on a monthly basis invoiced amounts for these services.

27. **SEVERABILITY.** Invalidation of any provision set forth in this Declaration by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Declaration to be effective as of the date first written above.

DECLARANT

By:

STATE OF UTAH)

) ss:

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of , 2017, by
in his representative capacity as manager for .

Notary Public

Residing at:

My Commission Expires:

CITY COUNCIL AGENDA

For Council Meeting:
October 3, 2017

PUBLIC HEARING: Zone Text Amendment Chapter 28 – Demolition Performance Standards

ACTION TO BE CONSIDERED:

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

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen, 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
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: October 3, 2017

SUBJECT: **ZONE TEXT AMENDMENT-CHAPTER 28
DEMOLITION PERFORMANCE STANDARDS**

RECOMMENDATION

1. Hold a public hearing and receive public comment; and
2. Approve the enclosed enabling ordinance amending Section 11-28-230 D.1. of the Zoning Ordinance.

Findings for Approval

1. The proposed changes allow other options, not just one alternative (cash bond), to ensure performance;
2. More options allow property owners to finance projects themselves rather than choose to finance projects via construction loans and more conventional means.

BACKGROUND

A few years ago, the City enacted a new Section in the Zoning Ordinance (Section 11-28-230) related to building demolition standards which are applicable city-wide, not just for the downtown or more historic areas of the community. Subsequently, the City cannot issue a permit to demolish a main building, which often is a single-family home, unless the owner has submitted and received approval for a building permit application for the replacement structure [note: exceptions to this requirement may be found in the ordinance (see below)]. Additionally, in such cases, the building department cannot issue a permit for the new home until a bond is in place acceptable to the City to ensure performance. The bond requirement has proved onerous for some, especially those who choose to build without a construction loan, or want to post a letter of credit (or some other kind of bond) instead of a cash bond. The zone text amendment set forth below is intended to remedy these deficiencies.

The Planning Commission recommended approval of the proposed amendment on September 7, 2017.

SUPPLEMENTARY INFORMATION

1. Enabling Ordinance.
2. Existing Title 12, Chapter 11, Section 11-28-230 Demolitions.

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2017 -

**AN ORDINANCE AMENDING SECTION 11-28-230 D. 1. OF THE
FARMINGTON CITY ZONING ORDINANCE REGARDING
DEMOLITION PERFORMANCE BOND STANDARDS (ZT-4-17).**

WHEREAS, the Planning Commission has held a public hearing in which the text for Section 11-28-230 D. 1. of the Zoning Ordinance were thoroughly reviewed and has recommended that this ordinance be approved by the City Council; and

WHEREAS, the Farmington City Council has also held a public hearing pursuant to notice and as required by law and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH:

Section 1. Amendment. Section 11-28-230 D. 1. of the Farmington City Zoning Ordinance is hereby amended as set forth in Exhibit "A" attached hereto and by this referenced made a part hereof.

Section 2. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 3rd day of October, 2017.

FARMINGTON CITY

H. James Talbot
Mayor

ATTEST:

Holly Gadd, City Recorder

EXHIBIT "A"

D. Issuance of Demolition Permit for a Main Building.

1. Except as otherwise provided in subsection D4 of this section, a demolition permit shall be issued only upon compliance with subsections D2 and D3 of this section, if applicable, and if:
 - a. A complete building permit application to replace the building or structure proposed for demolition has been submitted to the Community Development Department; and in the case of a replacement building for a dwelling, the building permit must be issued and the City must receive a cash, **letter of credit, escrow, or property** performance bond in a form acceptable to the City equal in amount to the valuation, as determined by the Building Official, of the replacement building, **except for property bonds which must be at least equal in value to the subject property including any existing on-site accessory buildings (but need not exceed the value of the new building);** or
 - b. The Building Official or Fire Marshal orders immediate demolition: Due to an emergency as provided in Uniform Code for the Abatement of Dangerous Buildings; or because the premises have been damaged beyond repair because of a natural disaster, fire, or other similar event; or
 - c. The Building Official or Fire Marshal authorizes immediate demolition because clearing of land is necessary to remove a nuisance as defined in section 76-10-801 et seq., Utah Code Annotated or its successor.

11-28-230: DEMOLITIONS:

A. Purpose And Intent:

1. The purpose of this section is to promote the public welfare by maintaining the integrity and continuity of the urban fabric and economic vitality; establish standards and an orderly and predictable process for the demolition of buildings and structures in Farmington City; ensure that demolitions occur safely; protect utilities and other infrastructure from damage during demolition; provide for enforcement of timely completion of demolition and for improvement of property following demolition to ensure the site is not detrimental to the use and enjoyment of surrounding property; provide for enforcement and maintenance of property to avoid purposeful demolition by neglect; and encourage preservation of the city's housing stock.
2. A primary intent of Farmington City with respect to this section is to avoid demolition, or partial demolition, of buildings in a manner that disrupts the character and development pattern of established neighborhood and business areas. Accordingly, the city finds that it is in the public interest to require existing buildings to be maintained in a habitable condition until replaced by new construction, except as otherwise permitted by this code; avoid demolition of existing structures until a complete building permit application is submitted for new construction, except as otherwise provided in this section; and avoid creation of vacant demolition sites with minimal or no landscaping or other improvements.
3. To help achieve this purpose and intent, any demolition permit application for a demolition, or a partial demolition, shall conform to standards for building permit applications contained in this code; and provisions of the international building code related to demolitions, including, but not limited to, the international residential code. After all the information required by this section is received by the city, the community development department may consider an application for demolition or partial demolition.

B. Permit Required: It is unlawful to demolish, or partially demolish, any building or structure in the city, or cause the same to be demolished, without first obtaining a permit for demolition or partial demolition of each such building or structure from the city building official as provided in this section.

C. Application For Permit: To obtain a permit for demolition, or partial demolition, an applicant shall pay all applicable fees and submit an application in writing on a form furnished by the building official for that purpose. Each application shall:

1. Identify and describe the type of work to be performed under the permit;
2. State the address of the structure or building to be demolished;
3. Describe the building or structure to be demolished;
4. Identify the approximate date of commencement and completion of demolition;
5. Indicate if fences, barricades, scaffolds or other protections are required by any city code for the demolition and, if so, their proposed location and compliance;

6. State whether fill material will be required to restore the site to level grade after demolition and, if required, the approximate amount of fill material;
7. If the building or structure to be demolished contains any dwelling units;
8. State the proposed use of the premises following demolition. If new construction is proposed following demolition, state the anticipated start date and whether any development applications have been submitted to and/or approved by the city;
9. The permit shall be signed by the party or the party's authorized agent requesting the permit. A signature on the permit application constitutes a certification by the signee that the information contained in the application is true and correct;
10. The fee for a demolition permit application shall be as shown on the Farmington City consolidated fee schedule;
11. An excavation permit must be obtained, if applicable, prior to issuance of a demolition permit. (Ord. 2013-08, 4-16-2013)

D. Issuance Of Demolition Permit For Main Building:

1. Except as otherwise provided in subsection D4 of this section, a demolition permit shall be issued only upon compliance with subsections D2 and D3 of this section, if applicable, and if:
 - a. A complete building permit application for a building to replace the building or structure proposed for demolition has been submitted to the community development department; and in the case of a replacement building for a dwelling, the building permit must be issued and the city must receive a cash performance bond in a form acceptable to the city equal in amount to the valuation, as determined by the building official, of the replacement building; or (Ord. 2014-07, 3-4-2014)
 - b. The building official or fire marshal orders immediate demolition due to an emergency as provided in uniform code for the abatement of dangerous buildings; or because the premises have been damaged beyond repair because of a natural disaster, fire or other similar event; or
 - c. The building official or fire marshal authorizes immediate demolition because clearing of land is necessary to remove a nuisance, as defined in Utah Code Annotated section 76-10-801 et seq., or its successor.
2. Unless a building permit has been issued for one or more new buildings or structures located on the same site as the demolished building or structure, within thirty (30) days after demolition is completed, landscaping shall be installed on the property according to the standards set forth in [chapter 7](#) of this title.
 - a. Timely and proper installation and maintenance of landscaping shall be assured by a bond filed with the city.
 - b. Required landscaping shall remain in place and shall be maintained until new construction is commenced on the subject property and may be removed to facilitate such construction. Thereafter, replacement landscaping shall be installed as may be required by this code.
 - c. Notwithstanding the thirty (30) day requirement in this subsection D2, installation of landscaping may be delayed due to weather conditions so long as landscaping is completed

within six (6) months after demolition and the property owner escrows funds sufficient to assure installation of landscaping as determined by the community development department.

3. If the proposed demolition of the main building involves the demolition or partial demolition of any historic resource, contributing structure or a structure located in a historic district or on the Farmington City landmarks register, as provided in chapter 39, "Historic Buildings And Sites", of this title, or its successor, subsection E of this section shall apply.
4. Notwithstanding contrary provisions of this section, a demolition permit for a building or structure may be issued if the community development director certifies that the land on which the building or structure is located:
 - a. (1) Is subject to a master plan that envisions redevelopment of the land unless removal of the building or structure is inconsistent with the master plan;
 - (2) Is being assembled for redevelopment purposes; and
 - (3) Is part of a larger area being joined to create one or more larger parcels of developable land in order to implement the master plan; or
 - b. If the demolition permit is for a dwelling that is not a multiple-family dwelling which:
 - (1) Is a nonconforming use as provided by relevant provisions of this title; or
 - (2) Is located on property for which an applicable master plan or the current zoning envisions exclusive nonresidential use; and
 - c. If a building permit for new construction is not issued within eighteen (18) months after demolition occurs pursuant to subsection G of this section, landscaping shall be installed as provided in subsection D2 of this section.

E. Historic Resources: If the proposed demolition involves the demolition or partial demolition of any historic resource, contributing structure, or a structure located in a district or on the Farmington City landmarks register, as provided in chapter 39, "Historic Buildings And Sites", of this title, or its successor, a demolition permit shall be issued only upon compliance with applicable provisions of that chapter or its successor.

F. Demolition By Neglect: A property owner shall not neglect a building or structure to the point that the building or structure fails to substantially conform to applicable standards of the state construction code and section 11-39-070 of this title.

G. Expiration: Unless there is substantial action under a demolition permit within one hundred eighty (180) days from the date of zoning administrator and/or building official approval, the permit shall expire. Substantial action shall be demonstrated by obtaining a demolition permit and demolishing the structure.

H. Revocations: Any violation of a demolition permit, any conditions thereof, or any requirement of this title, shall be grounds for the review and possible revocation of a demolition permit by the zoning

administrator and/or building official.

I. Appeal:

1. An appeal of an action or decision of the zoning administrator made in the administration of this section shall be made to the city council.
 - a. Such appeals must be taken within fifteen (15) days of the action or decision by filing a written notice with the city manager, specifying the grounds for appeal. Only those grounds specified in the appeal shall be considered by the city council.
 - b. An appeal stays all proceedings in furtherance of the action appealed from unless the zoning administrator certifies to the city council that, by reason of fact stated in the certificate, a stay would cause imminent peril to life or property. In such cases, proceedings shall not be stayed otherwise than by restraining order which may be granted by the appropriate appeal body or by the district court on application and notice and on due cause shown.
 - c. The city council shall schedule a public hearing to hear the appeal. Notice of the hearing shall be given at least fifteen (15) days prior to the hearing. Notice of the hearing shall be made as required by law. The city council may modify the order, requirement, decision or determination appealed from and may make such determination as ought to be made and to that end shall have all the powers of the zoning administrator. A concurring vote of a simple majority of the total membership of the council shall be necessary to act on the appeal.
 - d. Any person aggrieved by or affected by any decision of the city council may have and maintain a plenary action for relief therefrom in any court of competent jurisdiction; provided, petition for such relief is presented to the court within thirty (30) days after the rendering of such decision.
2. Any appeal of an action or decision of the building official made in administration of this section shall be appealed as set forth [title 10, chapter 8](#) of this code, and as set forth in the international building code, including, but not limited to, the international residential code. (Ord. 2013-08, 4-16-2013)

CITY COUNCIL AGENDA

For Council Meeting:
October 3, 2017

**SUBJECT: Resolution Amending the Personnel Policies and Procedures regarding
Return to Work Policy**

ACTION TO BE CONSIDERED:

Approve the attached Resolution amending the Farmington City Personnel Policies and Procedures enacting a new section 9.155 regarding return to work following serious injury, illness or medical condition.

GENERAL INFORMATION:

See enclosed staff report prepared by Holly Gadd, City Recorder.

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

FARMINGTON CITY



H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Holly Gadd, City Recorder

Date: September 20, 2017

Subject: **RETURN TO WORK FOLLOWING SERIOUS INJURY, ILLNESS
OR MEDICAL CONDITION**

RECOMMENDATION

Approve the attached Resolution amending the Farmington City Personnel Policies and Procedures enacting a new section 9.155 regarding return to work following serious injury, illness or medical condition.

BACKGROUND

The City's insurance provider, Utah Risk Management and Mutual Association (URMMA) has suggested that City staff amend the Personnel Policies and Procedures to add a new Section 9.155 regarding return to work policy.

Respectfully Submitted

Holly Gadd
City Recorder

Review & Concur

Dave Millheim
City Manager

RESOLUTION NO. 2017-

A RESOLUTION AMENDING THE FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES ENACTING A NEW SECTION 9.155 REGARDING RETURN TO WORK FOLLOWING SERIOUS INJURY, ILLNESS OR MEDICAL CONDITION

WHEREAS, the City Council has previously adopted the Personnel Policies and Procedures providing guidelines and procedures for City employees and related personnel matters; and

WHEREAS, City Staff recommend amendments to the Personnel Policies and Procedures to add a new Section 9.155 regarding return to work following serious injury, illness or medical condition as recommended by the City's insurance provider, the Utah Risk Management and Mutual Association (URMMA), as more particularly provided herein; and

WHEREAS, the City Council has reviewed the recommended changes to the Personnel Policies and Procedures as more particularly provided herein and desires to adopt the same.

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

Section 1. **Enactment.** Section 9.155 of the Farmington City Personnel Policies and Procedures regarding return to work following serious injury, illness or medical condition is hereby enacted. See Exhibit "A" attached.

Section 2. **Severability.** If any section, clause or provision of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, ON THIS 3RD DAY OF OCTOBER, 2017.

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

Exhibit "A"

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

CHAPTER 9 BENEFITS AND LEAVE

- 9.005 Disclaimer.
- 9.010 Group Health Insurance.
- 9.015 Disability Insurance.
- 9.020 Life Insurance.
- 9.030 Annual Leave.
- 9.035 Annual Leave for Full-Time Firefighters (24-hour shifts)
- 9.040 Sick Leave.
- 9.050 Funeral Leave.
- 9.060 Paid Holidays.
- 9.070 Court or Jury Leave.
- 9.080 Military Leave.
- 9.090 Leave Without Pay.
- 9.100 Reserved.
- 9.110 Family and Medical Leave.
- 9.115 Pregnancy Light-Duty.
- 9.120 Education Assistance.
- 9.130 Retirement.
- 9.140 Unemployment Insurance.
- 9.150 Workers' Compensation.
- 9.155 Return to Work Following Serious Injury, Illness or Medical Condition
- 9.160 Cafeteria Flex-Plan.

9.005. Disclaimer.

The following provisions briefly describe the City's employee benefits. The City reserves the right to modify or eliminate any employee benefits at any time and for any reason, as permitted by law. For more complete information regarding any of these benefit programs, employees may contact the City Manager.

9.010 Group Health Insurance.

(a) Medical and Dental Insurance. The City pays the premium for medical and dental insurance for eligible employees and 70% of the premium cost for their dependents at hire date. The City Recorder handles all matters relating to insurance. Insurance policies and program descriptions are available to all employees upon request.

(b) Payments in Lieu of Benefits. City employees whose spouse provides medical and health insurance through their employer must present proof of such coverage to the Finance Director in order to exempt out of participation in the City-provided insurance. Upon verification of coverage the employee may direct the Finance Director to contribute an amount of money equivalent to the single or individual health insurance premium into the employee's qualified I.R.C. §§ 401(K) or 401(a) retirement plan.

(c) Employee Retirement Health Savings Accounts. The City has adopted an Employee Retirement Health Savings Plan ("RHS Plan") for all part-time firemen and full-time City employees except for seasonal employees and police officers. The City has entered into the Employer VantageCare Retirement Health Savings (RHS) Plan Adoption Agreement ("Adoption Agreement") providing qualified employees the opportunity to participate in an employee retirement health savings plan. A separate plan and agreement are available to the City Manager. Copies of the RHS Plan and Adoption Agreement pertaining to qualified employees are available at the office of City Recorder. Participation in the RHS Plan shall be subject to and comply with all terms and conditions of the RHS Plan and the Adoption Agreement. All part-time firefighters qualify for the RHS Plan. The City makes contributions to the

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

or her regular pay check, unless on vacation leave.

(f) Employees receiving workers' compensation benefits must provide a medical release from their doctor in order to return to full employment status with the City.

9.155 Return to Work Following Serious Injury, Illness or Medical Condition

It is the policy of the City of Farmington to allow employees who have been seriously injured or seriously ill to return to their full responsibilities as soon as they are able to perform the essential functions of their job.

PURPOSE

- (1) To ensure that employees are able to return to their full responsibilities or a temporary transitional assignment (TIA) as soon as appropriate after a serious injury or illness.
- (2) To protect the employee from further injury or illness resulting from returning to work too early.
- (3) To protect the City from potential workers' compensation liability resulting from requiring or allowing an employee to perform functions which should not be performed due to medical limitations.
- (4) To ensure that reasonable accommodations are made for employees where appropriate.
- (5) To comply with the Americans with Disabilities Act (ADA).

GUIDELINES

(1) For purposes of this policy, "serious injury or illness" shall mean any injury, illness or medical condition which is serious enough to affect the performance of any essential function of the job, as reasonably determined by the City. The determination shall be made by (1) the City Manager in cases of work related serious injury or illness or (2) Human Resources in all other cases of serious injury or illness in consultation with the employee's Department Head. Serious injury or illness may also include undergoing major surgery and absences of more than forty-eight hours for all employees except for fire personnel whose absence is more than forty-eight hours.

(2) When an employee has had a serious injury or illness, whether work related or not, the employee shall not return to work until a physician licensed pursuant to Title 58, Chapter 67 of the Utah Code who has treated or examined the employee releases the employee for a return to full duties or as otherwise provided in Paragraph 7 of these guidelines. The release shall specifically address the essential functions of the job and shall unequivocally state that the employee can perform the essential functions. If the City or the Workers' Compensation Third Party Administrator (TP A) has reason to believe, based on knowledge of the type of injury or illness, observation of the employee or any other evidence or information, that the employee may not be able to perform the essential functions of the job, the City or the TP A may require the employee to undergo a job-related independent medical examination (IME) by a physician selected by the City. Where required, the City shall pay for the IME.

(3) In cases where the physician doing the IME has a different opinion than the employee's treating physician, the employee may request a third opinion, in which case the City and the employee shall mutually agree upon a third physician and shall each pay half of the costs of the examination.

(4) Before the employee returns to work, the physician's release and the employee's

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

return must be approved by the employee's Department Head and (1) the City Manager in work related serious injuries or illnesses or (2) Human Resources in all other serious injuries or illnesses. The decision to approve the release shall be made based on all the information available to the City regarding the job and the employee's medical condition. The release shall be included in the employee's personnel file.

(5) The City shall allow the employee to return to full duties once the release has been submitted and approved as required by paragraph #4 above. Employees are encouraged to vigorously pursue any recommended therapy in order to accelerate their return to work.

(6) Employees returning to work after a serious injury or illness are expected to perform all the required functions and duties of their job.

(7) In cases where an employee cannot return to full duty because of limitations caused by the serious injury or illness, the City, at its discretion, may allow the employee to return to a temporary transitional assignment (TTA) up to an equivalent number of hours the employee worked prior to the injury or illness for a period of time not to exceed six months in cases where:

(a) there is legitimate transitional duty available without displacing another employee;

(b) the employee is qualified to do the transitional duty;

(c) the employee's physician releases the employee to perform the transitional duty; and

(d) there is a reasonable likelihood that the employee can return to his/her regular position.

(e) If an employee chooses not to accept a temporary transitional assignment, the employee will not be allowed to use their accrued sick leave.

(f) In unusual cases, the transitional assignment may be extended with approval by the City Manager where the employee is undergoing therapy, is an active and committed participant in the therapy and the expectation of a recovery allowing the full performance of the essential job functions is verified by the employee's physician. In no case shall the extension of the transitional assignment exceed an additional two months.

(8) The Department Head shall determine the availability of temporary transitional assignment in conjunction with Human Resources and the City Manager. If TIA is available, the following shall be required:

(a) The employee's supervisor shall either mail or deliver a letter to the employee in person that confirms an offer of a TIA and provides information to the employee concerning the TIA, the work schedule, assignments and date the TIA is available. A copy of this letter shall be included in the employee's personnel file.

(b) The employee's work restrictions should be observed both on and off the job.

(c) While on TIA, the employee is required to be seen by their treating physician at least once a month and to provide the City with an updated report on his/her condition and prognosis.

(9) At the end of the temporary transitional assignment, or in cases where there is no

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

transitional duty available, the City, at its discretion, may make the following options available to the employee:

- (a) Reassignment to another position available in the City, where the employee possesses the minimum qualifications and the ability to perform the essential functions of the position. If the available reassignment is within the same department, the Department Head must authorize. If the reassignment is to another department, the two Department Heads and the City Manager must authorize.
- (b) Return to the same job held previously with reasonable accommodations to help in the performance of the essential functions, as set forth in paragraph #10 below.
- (c) Unpaid medical leave of absence.
- (d) Apply on a competitive basis for any open position in the City.
- (e) Retirement or other separation from City employment.

(10) The City shall make reasonable accommodations for the performance of essential functions by employees who have a qualifying disability under the ADA. Reasonable accommodation does not include creating another position or having another employee perform the essential functions of the position, but may include changes in the physical or functional work methods or the work conditions or environment.

(11) Special precautions should be made to ensure the continual safety of the employee, other staff members and the general public while under the influence of any potentially debilitating prescribed medications. Please contact Human Resources for additional information or to help identify any additional risk exposures.

9.160 Cafeteria Flex-Plan.

Eligible employees may choose to participate in the City's voluntary Cafeteria Flex-Plan Program. An employee may elect to reduce his or her bi-weekly compensation by a pre-determined amount decided annually. The amount voluntarily reduced bi-weekly is deposited in a non-interest bearing escrow account for the purpose of reimbursing employee expenses that qualify under the IRS Code § 125. Such eligible expenses may include, but are not necessarily limited to the following: health and dental insurance premiums; medical expenses including insurance co-payments; doctor and hospital charges and prescribed medicines; child care; etc. The City pays for the administrative cost of using this benefit. Unspent funds in the escrow account are forfeited to the City as mandated by IRS rules. The City of Farmington accepts no legal responsibility for its employees if for any reason their claims for reimbursement do not meet IRS qualifying regulations. Interested eligible employees may contact the City Recorder for additional information.

CITY COUNCIL AGENDA

For Council Meeting:
October 3, 2017

SUBJECT: Minute Motion Approving Summary Action List

1. Plat Amendments: Villa Susanna PUD Subdivision and Meadows at City Park Phase I PUD Subdivision
2. Nature Center Water Line Agreement
3. Smith Homestead PUD Subdivision Improvements Agreement
4. Ordinance and Resolution Regarding Home Occupations

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



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

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, City Planner

Date: October 3, 2017

SUBJECT: **PLAT AMENDMENTS:**

A. **VILLA SUSANNA PUD SUBDIVISION**
Applicant: Mike Evans

B. **MEADOWS AT CITY PARK PHASE I PUD SUBDIVISION**
Applicant: Pete Smith

RECOMMENDATION

1A. Move that the City Council approve the Villa Susanna PUD Subdivision Plat Amendment as set forth herein.

AND

1B. Move that the City Council approve the Meadows at City Park Phase I PUD Subdivision Plat Amendment as set forth herein.

BACKGROUND

A. VILLA SUSANNA - The applicant (Mike Evans) has purchased a portion of his neighbor's property to the north and wishes to add the property to his lot in order to build a retaining wall. Previously, the applicant amended the Villa Susanna plat in order to include a portion of property purchased from the county; this portion was on the eastside of the lot and was included so that the applicant could build a detached garage. The earlier plat amendment was approved on May 16, 2017.

Combining a parcel of un-platted parcel with a platted lot in a subdivision requires plat amendment according to LUDMA, and a 10-Day Notice of Protestation must be mailed out to every property owner within the subdivision; however, the only other property owner in the subdivision besides the applicant, has provided a letter stating that they approve of the plat amendment. Staff, therefore, did not mail the 10-Day protest, and the item does not need to be a public hearing.

Because the applicant never recorded the plat from the amendment approved in May, the earlier change, combined with this plat amendment (if it is approved by the City Council) will constitute the entirety of the first amendment to the Villa Susanna PUD Subdivision, and the recorded plat will reflect both of these amendments.

B. MEADOWS AT CITY PARK PHASE I - The applicant received final plat approval for Meadows at City Park Phase I PUD Subdivision on January 23, 2015. The approved plan had a detention basin in the south east corner of the project. However, when the applicant came in for Phase II of the same project, he had obtained additional land on the south west portion of the project to move the detention basin, and showed two units in the land where the detention basin in Phase I was proposed. The applicant recorded Phase I, but did not start construction until Phase II had been approved. However, the applicant never recorded Phase II. Now, the applicant would like to move the two units (201 and 202) into Phase I. Because Phase I has been recorded, the plat must be amended, and the plat amendment recorded showing the change. If the plat amendment is approved by the City Council, then Phase II (which has not been recorded yet) will be recorded showing Lots 201 and 202 removed. The applicant has not sold any lots within Phase I yet, so he is the owner of the property, and does not need to go through any kind of 10-day protestation period, and the item need not be a public hearing.

Supplemental Information

1. Vicinity Map – Villa Susanna PUD Subdivision
2. Application letter from applicant (Mike Evans)
3. Letter of approval from the Wolfleys
4. Villa Susanna PUD Subdivision Plat Amendment
5. Vicinity Map – Meadows at City Park Phase I PUD Subdivision
6. Application letter from applicant (Pete Smith)
7. Meadows at City Park Phase I PUD Subdivision

Respectfully Submitted



Eric Anderson
City Planner

Concur



Dave Millheim
City Manager

Farmington City





Farmington City
160 S. Main St.
Farmington, UT 84025

September 15, 2017

Re: Villa Susanna Plat Amendment Application for 672 W. 1400 N.

To Farmington City Building Dept, c/o Eric Anderson

My name is Mike Evans and my wife Suzanne and I own the new construction home being built currently at 672 W. 1400 N, in the Villa Susanna PUD. We have purchased approximately 25 Ft x 177 Lin Ft of property from Davis County on the East side of our existing lot and previously amended the Villa Susanna PUD for the purpose of retaining the hillside and building a detached garage at the south-east portion of our lot (Approved and under construction).

We have been working with our neighbors to the North, Jesse & Janet Brown to purchase a small "pie-shaped" portion of their raw ground property to the North East, adjoining the previously purchased County property. The purpose is to retain the steep hillside to our North and assist the Brown's in their desire to utilize the top and North-West area for future landscape etc. We have submitted the property detail and description with this petition. In order to consummate the purchase of the Brown's small piece of land, we understand that we need to Amend our Villa Susanna Plat again and also vacate the same PUE that is at our existing North border. We also present a letter from the other property owner's Nathan & Brooke Wolfley (our daughter and her husband) who are the other owners in the PUD, expressing their acceptance and approval. We assume this letter was presented to and accepted by the Planning Commission and City Council this month.

Please expedite this request as we need to finish the purchase and continue with the retaining work before winter weather sets in.

Should you require any further information, you are welcome to contact me at cell: 801-301-5824, or Office: 801-295-3443 x 105 or email mevans@bartile.com

Thank you for your consideration!

Best Regards,
Mike Evans

September 15, 2017

Eric Anderson
City Hall
160 S. Main
Farmington, UT 84025

Dear Mr. Anderson:

We are the owners of one of the lots in the Villa Suzanna Development. Our address is 678 W. 1400 N., Farmington, UT 84025. We are writing you in advance of the public meeting to be held, in part, concerning the addition of property to the plat map and particularly to the parcel owned by Mike and Suzanne Evans at the address of 672 W. 1400 N., Farmington, UT 84025, on the north and east sides of their side yard.

We are of the opinion that the additions of both parcels adds value to the ascetics of the overall common area and express our approval that this property be added and are willing to waive any rights that we might have to enjoin the addition of this property.

As before, we are happy to agree to any amendment of the CC&R's if that is necessary.

Otherwise, we hope that both the Farmington City Planning Commission and the Farmington City Council will take our letter heavily into consideration when looking into approving any changes that need to take place concerning this additional property.

Please do not hesitate to contact us if you should need additional information.

Sincerely,

Nathan and Brooke Wolfley

Telephone: (801) 330-1515

Email: nate.wolfley@gmail.com or brookelyn47@hotmail.com

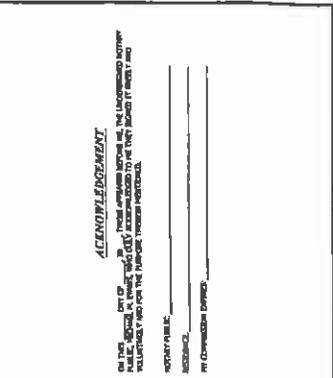
VILLA SUSANNA P.L.D. AMENDED
 INCLUDING AND EXTENDING THE PLANNED UNIT DEVELOPMENT
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 3 WEST, SALT LAKE AND HERDMAN
 PARISHMENTS CITY, DAVIS COUNTY, UTAH
 JUNE 2017



NOTES
 1. PUBLIC UTILITY LINES (P.U.L.) ARE ALSO SHOWN COMPANIES
 2. FOUNDING C.E. RECORD INFORMATION ON LINE
 3. ALL DIMENSIONS OF CORNER
 4. SEE L & JACKET B. SHEET
 5. P.O.B.
 6. WEST CITY CORNER, LOT 2, VILLA SUSANNA P.L.D. IS LOCATED AT THE TOP OF WALL ALONG SOUTH FACE
 7. NORTH CORNER, LOT 1, VILLA SUSANNA P.L.D. IS LOCATED AT THE CORNER OF 1400 NORTH STREET AND 1400 WEST STREET
 8. CENTER OF 1400 NORTH STREET IS LOCATED AT THE CENTER OF 1400 WEST STREET
 9. CENTER OF 1400 WEST STREET IS LOCATED AT THE CENTER OF 1400 WEST STREET
 10. CENTER OF 1400 WEST STREET IS LOCATED AT THE CENTER OF 1400 WEST STREET

LINE TABLE

LINE	BEARING	LENGTH
1	N 89° 00' 00" E	128.81'
2	S 89° 00' 00" W	128.81'
3	N 89° 00' 00" E	128.81'
4	S 89° 00' 00" W	128.81'



OWNER'S DECLARATION
 I, the undersigned, being the owner of the above described tract of land, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I have not been convicted of a crime involving fraud, deceit, or misrepresentation, and that I have not been declared incompetent or insane by a court of competent jurisdiction. I have read and understand the contents of this declaration and the contents of the plat, and I hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I have not been convicted of a crime involving fraud, deceit, or misrepresentation, and that I have not been declared incompetent or insane by a court of competent jurisdiction.

ACKNOWLEDGEMENT
 On this _____ day of _____, 2017, I, the undersigned, being the owner of the above described tract of land, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I have not been convicted of a crime involving fraud, deceit, or misrepresentation, and that I have not been declared incompetent or insane by a court of competent jurisdiction.

PLANNING COMMISSION APPROVAL
 APPROVED BY THE PLANNING COMMISSION OF PARISHMENTS CITY, UTAH
 DATE: _____

CITY ENGINEER'S APPROVAL
 APPROVED BY THE ENGINEER OF PARISHMENTS CITY, UTAH
 DATE: _____

CITY COUNCIL'S APPROVAL
 APPROVED BY THE CITY COUNCIL OF PARISHMENTS CITY, UTAH
 DATE: _____

CITY ATTORNEY'S APPROVAL
 APPROVED BY THE CITY ATTORNEY OF PARISHMENTS CITY, UTAH
 DATE: _____

SURVEYOR'S CERTIFICATE

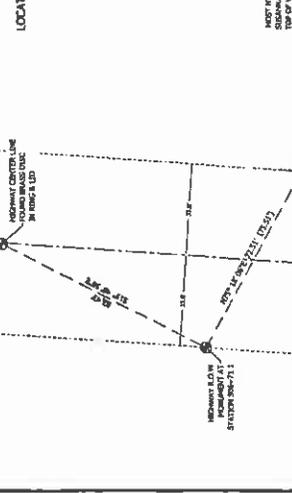
I, the undersigned, being a duly licensed and sworn surveyor, do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I have not been convicted of a crime involving fraud, deceit, or misrepresentation, and that I have not been declared incompetent or insane by a court of competent jurisdiction. I have read and understand the contents of this certificate and the contents of the plat, and I hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I have not been convicted of a crime involving fraud, deceit, or misrepresentation, and that I have not been declared incompetent or insane by a court of competent jurisdiction.



NOTES
 1. PUBLIC UTILITY LINES (P.U.L.) ARE ALSO SHOWN COMPANIES
 2. FOUNDING C.E. RECORD INFORMATION ON LINE
 3. ALL DIMENSIONS OF CORNER
 4. SEE L & JACKET B. SHEET
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ACKNOWLEDGEMENT
 On this _____ day of _____, 2017, I, the undersigned, being the owner of the above described tract of land, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I have not been convicted of a crime involving fraud, deceit, or misrepresentation, and that I have not been declared incompetent or insane by a court of competent jurisdiction.

PLANNING COMMISSION APPROVAL
 APPROVED BY THE PLANNING COMMISSION OF PARISHMENTS CITY, UTAH
 DATE: _____

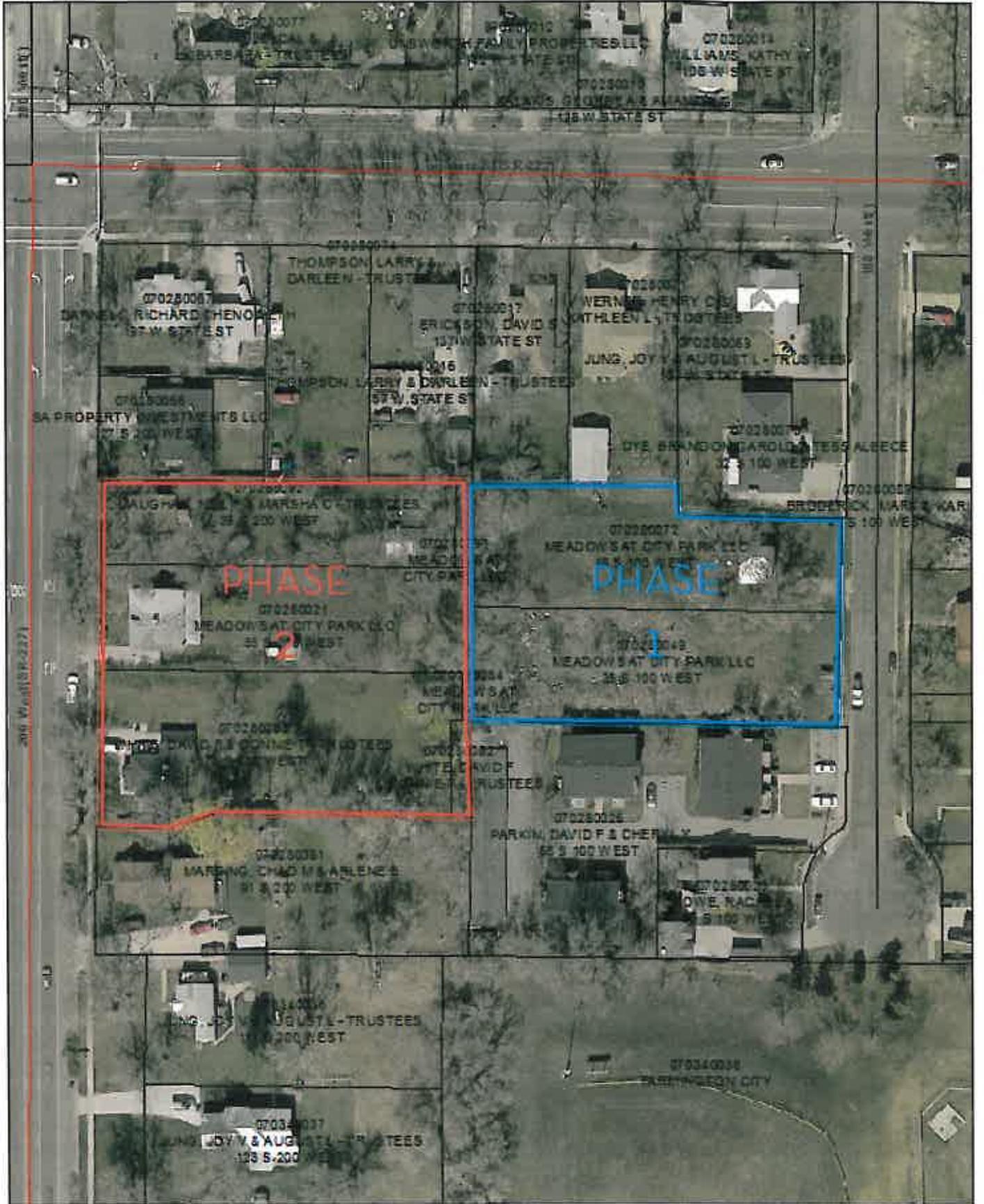
CITY ENGINEER'S APPROVAL
 APPROVED BY THE ENGINEER OF PARISHMENTS CITY, UTAH
 DATE: _____

CITY COUNCIL'S APPROVAL
 APPROVED BY THE CITY COUNCIL OF PARISHMENTS CITY, UTAH
 DATE: _____

CITY ATTORNEY'S APPROVAL
 APPROVED BY THE CITY ATTORNEY OF PARISHMENTS CITY, UTAH
 DATE: _____



Farmington City





47 East Crestwood Road Suite 1 • Kaysville, UT 84037 • Phone: (801)444-0029

Date: September 14, 2017

Farmington City Planning Department
PO Box 160
160 South Main
Farmington, UT 84025

RE: Petition for Plat Amendment at Meadows at City Park Phase 1 & 2

To Whom It May Concern:

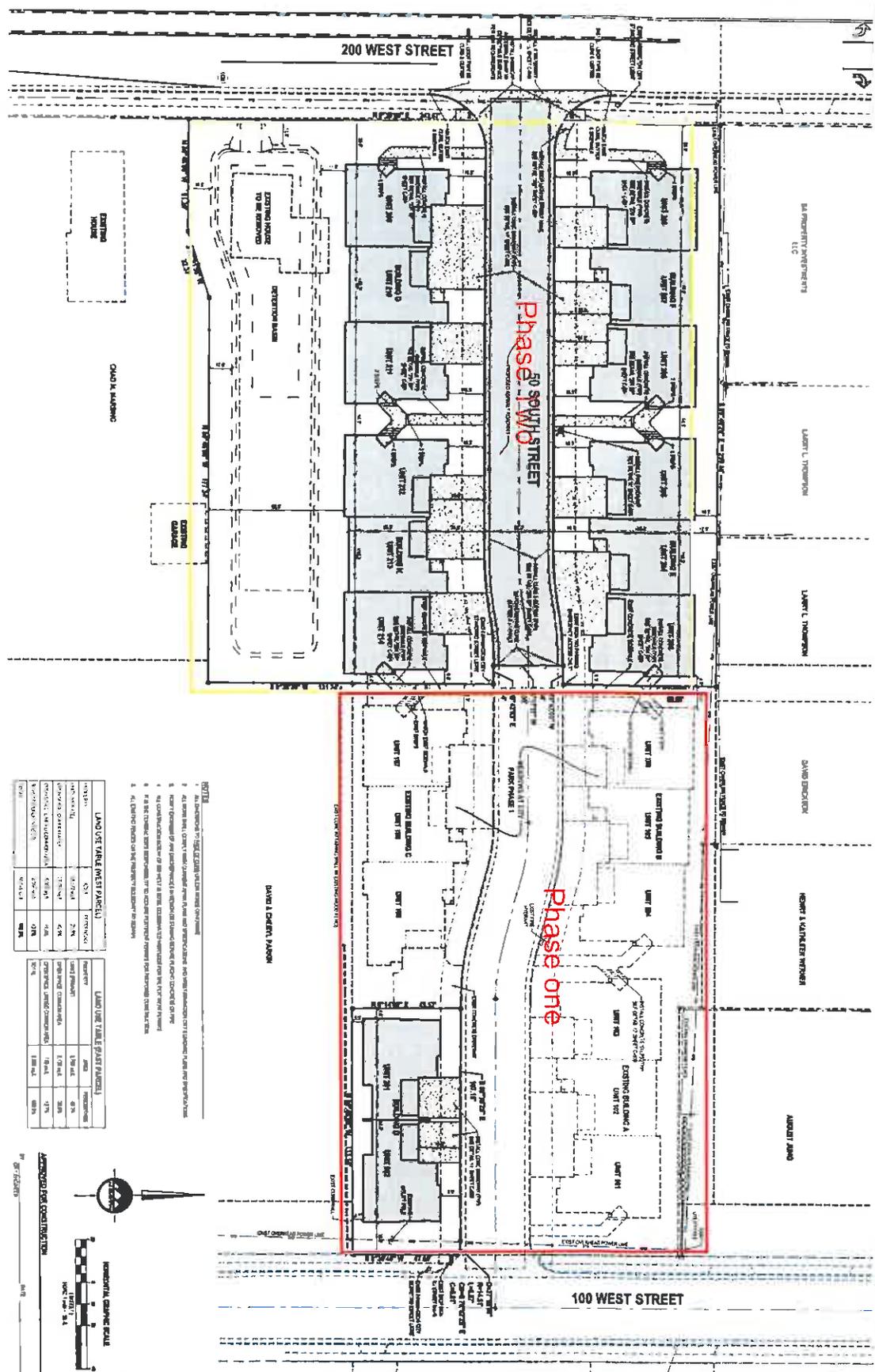
Meadows at City Park, as owner of all lots, proposes to amend the plats for phase one and two, to move Bldg D consisting of Lot 201 and 202 into Phase one. This amendment is consistent with the previously approved master plan.

Making Bldg D part of phase one will allow for a more manageable construction process and minimize impact to the area. Finished landscaping and improvements can be constructed along 100 West together allowing a more complete finished product for Phase one and decrease construction traffic along the east side of 50 West. The retention area previously called for in this location was relocated and constructed and approved by the city engineer.

Please see the proposed changes in the attached plat.

Sincerely,

Pete Smith
Director of Operations



NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

LAND USE VALUE WEST PARCELS				LAND USE VALUE EAST PARCELS			
NO.	AREA (SQ. FT.)	VALUE	PERCENTAGE	NO.	AREA (SQ. FT.)	VALUE	PERCENTAGE
1	1,700	2.5M	10.0%	1	1,700	2.5M	10.0%
2	1,700	2.5M	10.0%	2	1,700	2.5M	10.0%
3	1,700	2.5M	10.0%	3	1,700	2.5M	10.0%
4	1,700	2.5M	10.0%	4	1,700	2.5M	10.0%
5	1,700	2.5M	10.0%	5	1,700	2.5M	10.0%
6	1,700	2.5M	10.0%	6	1,700	2.5M	10.0%
7	1,700	2.5M	10.0%	7	1,700	2.5M	10.0%
8	1,700	2.5M	10.0%	8	1,700	2.5M	10.0%
9	1,700	2.5M	10.0%	9	1,700	2.5M	10.0%
10	1,700	2.5M	10.0%	10	1,700	2.5M	10.0%



**MEADOWS AT CITY PARK
 PHASE 2**
 50 SOUTH 200 WEST
 FARMINGTON CITY, UTAH

ENSGN
 THE SUBMITTER'S CONTRACTOR

1000 W. 1000 S., SUITE 100, FARMINGTON, UT 84201
 (801) 734-1100
 www.ensgn.com

C-100

REVISIONS

NO.	DATE	DESCRIPTION
1	08/15/20	ISSUED FOR PERMITTING
2	08/20/20	REVISED PER PERMITTING COMMENTS
3	09/01/20	REVISED PER PERMITTING COMMENTS
4	09/15/20	REVISED PER PERMITTING COMMENTS
5	10/01/20	REVISED PER PERMITTING COMMENTS
6	10/15/20	REVISED PER PERMITTING COMMENTS
7	11/01/20	REVISED PER PERMITTING COMMENTS
8	11/15/20	REVISED PER PERMITTING COMMENTS
9	12/01/20	REVISED PER PERMITTING COMMENTS
10	12/15/20	REVISED PER PERMITTING COMMENTS

SCALE

1" = 10'-0"

FARMINGTON CITY



EL. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: David E. Petersen, Community Development Director
Date: September 19, 2017
SUBJECT: **NATURE CENTER WATER LINE AGREEMENT**

RECOMMENDATION

Approve the enclosed agreement for the purpose of providing culinary water to the The George and Dolores Dore'Eccles Wildlife Education Center located at approximately 1900 West and 1125 South (south of Glover's Lane).

BACKGROUND

The State's new nature center, now under construction, at the Farmington Bay Waterfowl Management Area, must have culinary water. The attached document is a three-way agreement between the State, County and City which contains terms and conditions whereby the State and County agree to construct/install and maintain the improvements and the City agrees to provide the water.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

INTER-LOCAL WATER LINE AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2017, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," **DAVIS COUNTY**, a political subdivision of the state of Utah, hereinafter referred to as the "County", and the **UTAH STATE DIVISION OF WILDLIFE RESOURCES**, hereinafter referred to as the "State".

RECITALS:

WHEREAS, it is anticipated that the State will construct a Nature Center located at approximately 1900 West and 1125 South (Davis County Tax I.D. #08-081-0061) to meet the growing demand of visitors to its Farmington Bay Water Fowl Management Area; and

WHEREAS, a culinary water and related improvements (the "Improvements") are necessary for the State to establish a fully functional Nature Center, and the City is the only reliable source for culinary water in the area; and

WHEREAS, the currently adopted International Fire Code requires a fire hydrant(s) to protect institutional structures; and

WHEREAS, the State's Nature Center is located approximately 3,700 feet (or 0.7 miles) from the City's nearest culinary water trunk line; and

WHEREAS, the Nature Center and the anticipated extension of the City's culinary water system is located in unincorporated Davis County, outside the City limits, and approximately 2,100 feet of the said 3,700 foot total extension is located in County rights-of-way; and

WHEREAS, the County desires to work with the State and install that part of the Improvements located in its rights-of-way; and

WHEREAS, the State's efforts to establish the Nature Center will enhance tourism in the area and is economically beneficial to both the City and the County;

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

1. The above Recitals are hereby incorporated into this Agreement.
2. County hereby agrees to install and extend, at County's sole expense, the Improvements from the south end (or termination point) of the City's existing public culinary trunk line located at approximately 875 South 1525 West, thence south in the 1525 West r.o.w. to Glover's

Lane, and thence west in the Glover's Lane r.o.w. to and ending at a State owned access road to the Farmington Bay Water Fowl Management Area (which leads to the Nature Center), all as illustrated on **Exhibit "A"** attached hereto and by this reference made a part hereof. Thereafter the State is responsible to the extend the Improvements from Glover's Lane to the Nature Center.

Notwithstanding the forgoing, State will provide or do the following with respect to the Improvements: pipe for the project, bedding material from pit (County to install), saw cut asphalt (County to dig out and remove from site excess material, but State's contractor will accept said material at their pit—State's contractor will charge no dump fee to the County for doing so), and provide and place base and asphalt patching in a manner acceptable to County. Moreover, County proposes to make trench 3 feet in width instead of 4 feet to save on material costs, recommends that project engineer allow for trenching under irrigation line instead of boring, and agrees to provide native backfill, or material from Goose Egg Island, for the trench. Furthermore, the City will be on hand to consult with County regarding the connection to the trunk line and installing a hydrant at the end of the junction of Glovers Lane and the driveway, or entry way, to the State property.

3. State and/or the County shall prepare construction drawings for the Improvements consistent with City Standards, which drawings the City must stamp and approve prior to installation of the same. The City shall inspect and approve the installation of the Improvements to ensure such installation also meets City standards. The County shall be responsible for the inspection and approval of construction and/or replacement work related to road surfaces regarding public rights-of-way, which may include, among other things, asphalt patch, road base compaction and thickness specifications, and so forth.

4. The Improvements shall include a fire hydrant (or fire hydrants) at locations as approved by the Fire Marshall, constructed to industry standards and specifications.

5. Notwithstanding that the County is constructing, or causing to construct, a significant portion of the Improvements, the State will retain ownership and shall have full responsibility to maintain the Improvements, including Improvements to be installed in County rights-of-way starting at the City's existing culinary water line system.

6. State hereby agrees to grant a satisfactory easement to the City, and the County hereby grants permission to the City, for the purpose of reading the water meter, operating the hydrants, or hydrants, and performing periodic inspections of the fire flow system. The water meter shall be installed within ten (10) feet of the fire hydrant at a location mutually acceptable to the City and Owner.

7. State shall prepare and/or grade State's building site to accommodate fire flows from time to time which site will accept and allow water flows from the fire hydrant without creating erosion and damage. State hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from any liability or damages of any kind or nature whatsoever caused as a result of or arising out of normal fire flow testing from the fire hydrants owned by State.

8. In the event the City approves another user to connect into the Improvements, the City thereafter shall own and maintain the Improvements from the existing City culinary system to the point of connection, and such Improvements shall become public; however, the State shall still be responsible for the remainder of the Improvements as set forth under the terms to this Agreement.

9. State shall pay all required fees to the City in a timely manner pertaining to the improvements including the cost of the meter and installation by the City, impact fees, and monthly water use fees.

10. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, officers, representatives, agents, successors and assigns. This Agreement may be recorded in the office of the Davis County Recorder and shall be deemed to run with the State's property. A legal description of the State's property is attached hereto as **Exhibit "B"** and by this reference is made a part hereof. This Agreement may be amended only in writing signed by the parties hereto.

11. Upon execution of this Agreement and payment of all required fees, the City agrees to issue a notice to proceed to the State and County in accordance with City's standards.

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

"CITY"
FARMINGTON CITY

By: _____
Mayor

ATTEST:

City Recorder

"COUNTY"

By: _____
Commission Chair

“STATE”

By: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On the ____ day of _____, 2017, personally appeared before me H. JAMES TALBOT, 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 H. JAMES TALBOT acknowledged to me that the City executed the same.

My Commission Expires: _____
Notary Public
Residing at: _____

COUNTY ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On the ____ day of _____, 2017, personally appeared before me P. BRET MILLBURN, who being duly sworn, did say that he is the Chair of Davis County Commission, a political subdivision of the state of Utah, and that the foregoing instrument was signed in behalf of the County by authority of its governing body and said P. BRET MILLBURN acknowledged to me that the County executed the same.

My Commission Expires: _____
Notary Public
Residing at: _____

STATE ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF DAVIS)

On the ___ day of _____, 2017, personally appeared before me _____, who being duly sworn, did say that he is the _____, a _____, and that the foregoing instrument was signed in behalf of the State by authority of its governing body and said _____ acknowledged to me that the County executed the same.

My Commission Expires:

Notary Public
Residing at:

Exhibit "A"
The George and Dolores Dore'
Eccles Wildlife Education Center

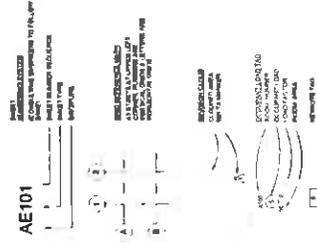
ABBREVIATION SCHEDULE
Continued

1	AD	ADDITIONAL
2	AE	ARCHITECTURAL
3	AF	ALUMINUM FINISH
4	AG	ARCHITECTURAL GRASS
5	AH	ARCHITECTURAL HATCH
6	AI	ARCHITECTURAL IRON
7	AJ	ARCHITECTURAL JEWELRY
8	AK	ARCHITECTURAL KITCHEN
9	AL	ARCHITECTURAL LIGHTING
10	AM	ARCHITECTURAL MASONRY
11	AN	ARCHITECTURAL NAIL
12	AO	ARCHITECTURAL OIL
13	AP	ARCHITECTURAL PAPER
14	AQ	ARCHITECTURAL QUARTZ
15	AR	ARCHITECTURAL RAIL
16	AS	ARCHITECTURAL SAND
17	AT	ARCHITECTURAL TILE
18	AU	ARCHITECTURAL URBAN
19	AV	ARCHITECTURAL VENT
20	AW	ARCHITECTURAL WALL
21	AX	ARCHITECTURAL WINDOW
22	AY	ARCHITECTURAL YARD
23	AZ	ARCHITECTURAL ZONE
24	BA	BATH
25	BB	BEDROOM
26	BC	BREAK ROOM
27	BD	BREAKFAST ROOM
28	BE	BED
29	BF	BEDROOM
30	BG	BEDROOM
31	BH	BEDROOM
32	BI	BEDROOM
33	BJ	BEDROOM
34	BK	BEDROOM
35	BL	BEDROOM
36	BM	BEDROOM
37	BN	BEDROOM
38	BO	BEDROOM
39	BP	BEDROOM
40	BQ	BEDROOM
41	BR	BEDROOM
42	BS	BEDROOM
43	BT	BEDROOM
44	BU	BEDROOM
45	BV	BEDROOM
46	BW	BEDROOM
47	BX	BEDROOM
48	BY	BEDROOM
49	BZ	BEDROOM
50	CA	CLOSET
51	CB	CLOSET
52	CC	CLOSET
53	CD	CLOSET
54	CE	CLOSET
55	CF	CLOSET
56	CG	CLOSET
57	CH	CLOSET
58	CI	CLOSET
59	CJ	CLOSET
60	CK	CLOSET
61	CL	CLOSET
62	CM	CLOSET
63	CN	CLOSET
64	CO	CLOSET
65	CP	CLOSET
66	CQ	CLOSET
67	CR	CLOSET
68	CS	CLOSET
69	CT	CLOSET
70	CU	CLOSET
71	CV	CLOSET
72	CW	CLOSET
73	CX	CLOSET
74	CY	CLOSET
75	CZ	CLOSET
76	DA	DINING ROOM
77	DB	DINING ROOM
78	DC	DINING ROOM
79	DD	DINING ROOM
80	DE	DINING ROOM
81	DF	DINING ROOM
82	DG	DINING ROOM
83	DH	DINING ROOM
84	DI	DINING ROOM
85	DJ	DINING ROOM
86	DK	DINING ROOM
87	DL	DINING ROOM
88	DM	DINING ROOM
89	DN	DINING ROOM
90	DO	DINING ROOM
91	DP	DINING ROOM
92	DQ	DINING ROOM
93	DR	DINING ROOM
94	DS	DINING ROOM
95	DT	DINING ROOM
96	DU	DINING ROOM
97	DV	DINING ROOM
98	DW	DINING ROOM
99	DX	DINING ROOM
100	DY	DINING ROOM
101	DZ	DINING ROOM

ABBREVIATION SCHEDULE
Continued

102	EA	ENTRANCE
103	EB	ENTRANCE
104	EC	ENTRANCE
105	ED	ENTRANCE
106	EE	ENTRANCE
107	EF	ENTRANCE
108	EG	ENTRANCE
109	EH	ENTRANCE
110	EI	ENTRANCE
111	EJ	ENTRANCE
112	EK	ENTRANCE
113	EL	ENTRANCE
114	EM	ENTRANCE
115	EN	ENTRANCE
116	EO	ENTRANCE
117	EP	ENTRANCE
118	EQ	ENTRANCE
119	ER	ENTRANCE
120	ES	ENTRANCE
121	ET	ENTRANCE
122	EU	ENTRANCE
123	EV	ENTRANCE
124	EW	ENTRANCE
125	EX	ENTRANCE
126	EY	ENTRANCE
127	EZ	ENTRANCE
128	FA	FAMILY ROOM
129	FB	FAMILY ROOM
130	FC	FAMILY ROOM
131	FD	FAMILY ROOM
132	FE	FAMILY ROOM
133	FF	FAMILY ROOM
134	FG	FAMILY ROOM
135	FH	FAMILY ROOM
136	FI	FAMILY ROOM
137	FJ	FAMILY ROOM
138	FK	FAMILY ROOM
139	FL	FAMILY ROOM
140	FM	FAMILY ROOM
141	FN	FAMILY ROOM
142	FO	FAMILY ROOM
143	FP	FAMILY ROOM
144	FQ	FAMILY ROOM
145	FR	FAMILY ROOM
146	FS	FAMILY ROOM
147	FT	FAMILY ROOM
148	FU	FAMILY ROOM
149	FV	FAMILY ROOM
150	FW	FAMILY ROOM
151	FX	FAMILY ROOM
152	FY	FAMILY ROOM
153	FZ	FAMILY ROOM
154	GA	GARAGE
155	GB	GARAGE
156	GC	GARAGE
157	GD	GARAGE
158	GE	GARAGE
159	GF	GARAGE
160	GG	GARAGE
161	GH	GARAGE
162	GI	GARAGE
163	GJ	GARAGE
164	GK	GARAGE
165	GL	GARAGE
166	GM	GARAGE
167	GN	GARAGE
168	GO	GARAGE
169	GP	GARAGE
170	GQ	GARAGE
171	GR	GARAGE
172	GS	GARAGE
173	GT	GARAGE
174	GU	GARAGE
175	GV	GARAGE
176	GW	GARAGE
177	GX	GARAGE
178	GY	GARAGE
179	GZ	GARAGE
180	HA	HALL
181	HB	HALL
182	HC	HALL
183	HD	HALL
184	HE	HALL
185	HF	HALL
186	HG	HALL
187	HH	HALL
188	HI	HALL
189	HJ	HALL
190	HK	HALL
191	HL	HALL
192	HM	HALL
193	HN	HALL
194	HO	HALL
195	HP	HALL
196	HQ	HALL
197	HR	HALL
198	HS	HALL
199	HT	HALL
200	HU	HALL

ARCHITECTURAL SYMBOLS
Continued



MATERIAL LEGEND

1	CONCRETE	CONCRETE
2	BRICK	BRICK
3	WOOD	WOOD
4	GLASS	GLASS
5	IRON	IRON
6	STEEL	STEEL
7	ALUMINUM	ALUMINUM
8	COPPER	COPPER
9	ZINC	ZINC
10	NICKEL	NICKEL
11	BRASS	BRASS
12	LEAD	LEAD
13	SILVER	SILVER
14	GOLD	GOLD
15	PLATINUM	PLATINUM
16	PALLADIUM	PALLADIUM
17	RHODIUM	RHODIUM
18	IRIDIUM	IRIDIUM
19	OSMIUM	OSMIUM
20	COBALT	COBALT
21	NICKEL	NICKEL
22	COPPER	COPPER
23	ZINC	ZINC
24	ALUMINUM	ALUMINUM
25	IRON	IRON
26	STEEL	STEEL
27	GLASS	GLASS
28	BRICK	BRICK
29	CONCRETE	CONCRETE
30	WOOD	WOOD

SHEET INDEX

1	GENERAL SHEETS	GENERAL SHEETS
2	CIVIL	CIVIL
3	SEPTIC	SEPTIC
4	LANDSCAPE	LANDSCAPE
5	ARCHITECTURAL	ARCHITECTURAL
6	ELECTRICAL	ELECTRICAL
7	PLUMBING	PLUMBING
8	MECHANICAL	MECHANICAL
9	STRUCTURAL	STRUCTURAL

STRUCTURAL

1	FOUNDATION	FOUNDATION
2	FLOOR	FLOOR
3	CEILING	CEILING
4	WALL	WALL
5	ROOF	ROOF
6	TRUSS	TRUSS
7	BEAM	BEAM
8	COLUMN	COLUMN
9	JOIST	JOIST
10	RIB	RIB
11	SLAB	SLAB
12	DECK	DECK
13	RAILING	RAILING
14	STAIR	STAIR
15	ELEVATOR	ELEVATOR
16	MECH. ROOM	MECH. ROOM
17	STAIR WALKWAY	STAIR WALKWAY
18	STAIR CASE	STAIR CASE
19	STAIR BALCONY	STAIR BALCONY
20	STAIR TERRACE	STAIR TERRACE
21	STAIR PORCH	STAIR PORCH
22	STAIR WALKWAY	STAIR WALKWAY
23	STAIR CASE	STAIR CASE
24	STAIR BALCONY	STAIR BALCONY
25	STAIR TERRACE	STAIR TERRACE
26	STAIR PORCH	STAIR PORCH
27	STAIR WALKWAY	STAIR WALKWAY
28	STAIR CASE	STAIR CASE
29	STAIR BALCONY	STAIR BALCONY
30	STAIR TERRACE	STAIR TERRACE

MECHANICAL

1	HEATING	HEATING
2	Cooling	Cooling
3	Ventilation	Ventilation
4	Exhaust	Exhaust
5	Water	Water
6	Gas	Gas
7	Oil	Oil
8	Electric	Electric
9	Plumbing	Plumbing
10	Sanitary	Sanitary
11	Drainage	Drainage
12	Waste	Waste
13	Water	Water
14	Gas	Gas
15	Oil	Oil
16	Electric	Electric
17	Plumbing	Plumbing
18	Sanitary	Sanitary
19	Drainage	Drainage
20	Waste	Waste

PLUMBING

1	Water	Water
2	Gas	Gas
3	Oil	Oil
4	Electric	Electric
5	Plumbing	Plumbing
6	Sanitary	Sanitary
7	Drainage	Drainage
8	Waste	Waste
9	Water	Water
10	Gas	Gas
11	Oil	Oil
12	Electric	Electric
13	Plumbing	Plumbing
14	Sanitary	Sanitary
15	Drainage	Drainage
16	Waste	Waste

ELECTRICAL

1	Wiring	Wiring
2	Switches	Switches
3	Outlets	Outlets
4	Lighting	Lighting
5	Power	Power
6	Grounding	Grounding
7	Conduits	Conduits
8	Trays	Trays
9	Boxes	Boxes
10	Panelboards	Panelboards
11	Transformers	Transformers
12	Generators	Generators
13	Motors	Motors
14	Control Panels	Control Panels
15	Relays	Relays
16	Breakers	Breakers
17	Wiring	Wiring
18	Switches	Switches
19	Outlets	Outlets
20	Lighting	Lighting

ARCHITECTURAL

1	Doors	Doors
2	Windows	Windows
3	Furniture	Furniture
4	Decorative	Decorative
5	Structural	Structural
6	Mechanical	Mechanical
7	Plumbing	Plumbing
8	Electrical	Electrical
9	Landscaping	Landscaping
10	Septic	Septic
11	Civil	Civil
12	General	General

LANDSCAPE

1	Planting	Planting
2	Grading	Grading
3	Drainage	Drainage
4	Waste	Waste
5	Water	Water
6	Gas	Gas
7	Oil	Oil
8	Electric	Electric
9	Plumbing	Plumbing
10	Sanitary	Sanitary
11	Drainage	Drainage
12	Waste	Waste

SEPTIC

1	Water	Water
2	Gas	Gas
3	Oil	Oil
4	Electric	Electric
5	Plumbing	Plumbing
6	Sanitary	Sanitary
7	Drainage	Drainage
8	Waste	Waste
9	Water	Water
10	Gas	Gas
11	Oil	Oil
12	Electric	Electric
13	Plumbing	Plumbing
14	Sanitary	Sanitary
15	Drainage	Drainage
16	Waste	Waste

GENERAL SHEETS

1	Site Plan	Site Plan
2	Foundation	Foundation
3	Floor Plan	Floor Plan
4	Ceiling Plan	Ceiling Plan
5	Wall Plan	Wall Plan
6	Roof Plan	Roof Plan
7	Truss Plan	Truss Plan
8	Beam Plan	Beam Plan
9	Column Plan	Column Plan
10	Joist Plan	Joist Plan
11	Rib Plan	Rib Plan
12	Slab Plan	Slab Plan
13	Deck Plan	Deck Plan
14	Railing Plan	Railing Plan
15	Stair Plan	Stair Plan
16	Elevator Plan	Elevator Plan
17	Mech. Room Plan	Mech. Room Plan
18	Stair Walkway Plan	Stair Walkway Plan
19	Stair Case Plan	Stair Case Plan
20	Stair Balcony Plan	Stair Balcony Plan
21	Stair Terrace Plan	Stair Terrace Plan
22	Stair Porch Plan	Stair Porch Plan
23	Stair Walkway Plan	Stair Walkway Plan
24	Stair Case Plan	Stair Case Plan
25	Stair Balcony Plan	Stair Balcony Plan
26	Stair Terrace Plan	Stair Terrace Plan
27	Stair Porch Plan	Stair Porch Plan
28	Stair Walkway Plan	Stair Walkway Plan
29	Stair Case Plan	Stair Case Plan
30	Stair Balcony Plan	Stair Balcony Plan

CIVIL

1	Site Plan	Site Plan
2	Foundation	Foundation
3	Floor Plan	Floor Plan
4	Ceiling Plan	Ceiling Plan
5	Wall Plan	Wall Plan
6	Roof Plan	Roof Plan
7	Truss Plan	Truss Plan
8	Beam Plan	Beam Plan
9	Column Plan	Column Plan
10	Joist Plan	Joist Plan
11	Rib Plan	Rib Plan
12	Slab Plan	Slab Plan
13	Deck Plan	Deck Plan
14	Railing Plan	Railing Plan
15	Stair Plan	Stair Plan
16	Elevator Plan	Elevator Plan
17	Mech. Room Plan	Mech. Room Plan
18	Stair Walkway Plan	Stair Walkway Plan
19	Stair Case Plan	Stair Case Plan
20	Stair Balcony Plan	Stair Balcony Plan
21	Stair Terrace Plan	Stair Terrace Plan
22	Stair Porch Plan	Stair Porch Plan
23	Stair Walkway Plan	Stair Walkway Plan
24	Stair Case Plan	Stair Case Plan
25	Stair Balcony Plan	Stair Balcony Plan
26	Stair Terrace Plan	Stair Terrace Plan
27	Stair Porch Plan	Stair Porch Plan
28	St	



UTAH DNR
 DEPARTMENT OF NATURAL RESOURCES
 STATE OF UTAH



Robert S. Dole
 Professional Engineer
 License No. 12345
 State of Utah

The George S and Dolores Dore Eccles Wildlife Education Center
 1200 West Chrysalis Lane,
 Farmington, UT 84205

Special Inspections

8103

CONCRETE & REINFORCEMENT (PER UTAH AS 18 & UTAH 112)

1. **Formwork:** Pending Complete Abandon

2. **Reinforcement:** Pending Complete Abandon

3. **Concrete Placement:** Pending Complete Abandon

4. **Concrete Cure:** Pending Complete Abandon

5. **Concrete Finish:** Pending Complete Abandon

WOOD CONSTRUCTION (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

3. **Finish Inspection:** Pending Complete Abandon

STEEL CONSTRUCTION (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

3. **Welding Inspection:** Pending Complete Abandon

MECHANICAL & ELECTRICAL (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

3. **Welding Inspection:** Pending Complete Abandon

FOUNDATION (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

ROOFING (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

WATER WELDER (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

STEEL CONSTRUCTION OTHER THAN STRUCTURAL STEEL (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

CONCRETE CONSTRUCTION (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

MECHANICAL & ELECTRICAL (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

FOUNDATION (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

ROOFING (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

WATER WELDER (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

STEEL CONSTRUCTION OTHER THAN STRUCTURAL STEEL (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

CONCRETE CONSTRUCTION (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

MECHANICAL & ELECTRICAL (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

FOUNDATION (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

ROOFING (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

SPECIAL INSPECTION, MATERIAL TESTING & STRUCTURAL OBSERVATION ITEMS

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

STEEL CONSTRUCTION (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

CONCRETE CONSTRUCTION (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

MECHANICAL & ELECTRICAL (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

FOUNDATION (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon

ROOFING (PER UTAH AS 18 & UTAH 112)

1. **Material Inspection:** Pending Complete Abandon

2. **Structural Inspection:** Pending Complete Abandon



UTAH PROFESSIONAL ENGINEERS BOARD

PERMIT SET

method an engineering
INCORPORATED
115 S. 1000 W. SUITE 200
SALT LAKE CITY, UT 84119



State of Utah

DESIGN PROFESSIONAL CORPORATION
115 S. 1000 W. SUITE 200
SALT LAKE CITY, UT 84119



DESIGN PROFESSIONAL CORPORATION
115 S. 1000 W. SUITE 200
SALT LAKE CITY, UT 84119

PROJECT:

The George S. and
Dorcas Dore Eccles
Wildlife Education
Center

1200 West Glenn, 2nd
Farmington (DPA, B013)

DATE: 08/11/11
BY: [Signature]

REVISIONS:

DATE: 08/11/11
Demolition
Plan

SHEET:

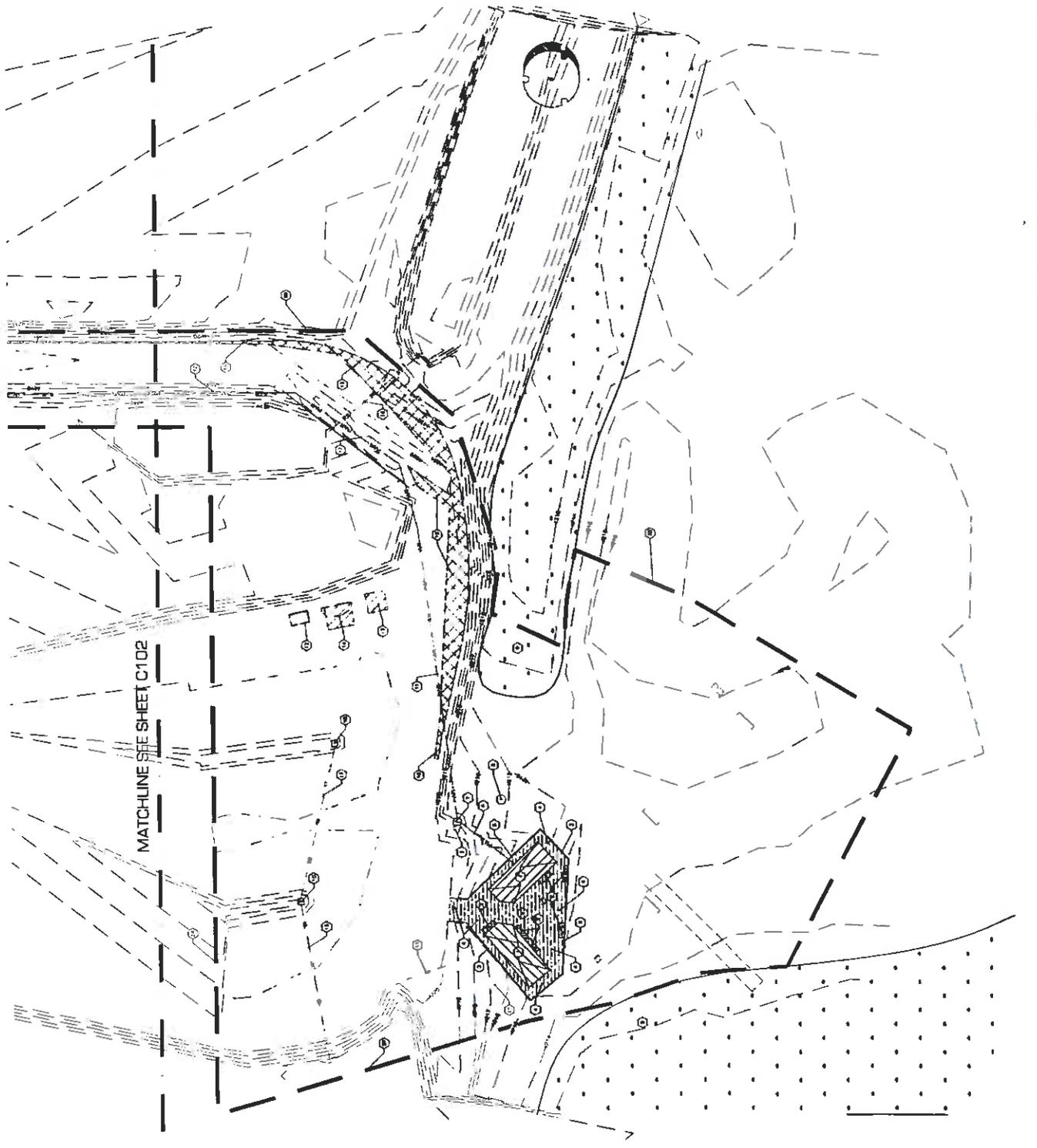
C101

- CONCRETE NOTES**
1. CONCRETE SHALL BE PLACED AND FINISHED TO THE FINISH ELEVATION SHOWN UNLESS OTHERWISE NOTED.
 2. CONCRETE SHALL BE PLACED AND FINISHED TO THE FINISH ELEVATION SHOWN UNLESS OTHERWISE NOTED.
 3. CONCRETE SHALL BE PLACED AND FINISHED TO THE FINISH ELEVATION SHOWN UNLESS OTHERWISE NOTED.
 4. CONCRETE SHALL BE PLACED AND FINISHED TO THE FINISH ELEVATION SHOWN UNLESS OTHERWISE NOTED.
 5. CONCRETE SHALL BE PLACED AND FINISHED TO THE FINISH ELEVATION SHOWN UNLESS OTHERWISE NOTED.
 6. CONCRETE SHALL BE PLACED AND FINISHED TO THE FINISH ELEVATION SHOWN UNLESS OTHERWISE NOTED.
 7. CONCRETE SHALL BE PLACED AND FINISHED TO THE FINISH ELEVATION SHOWN UNLESS OTHERWISE NOTED.
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 9. CONCRETE SHALL BE PLACED AND FINISHED TO THE FINISH ELEVATION SHOWN UNLESS OTHERWISE NOTED.
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 12. CONCRETE SHALL BE PLACED AND FINISHED TO THE FINISH ELEVATION SHOWN UNLESS OTHERWISE NOTED.
 13. CONCRETE SHALL BE PLACED AND FINISHED TO THE FINISH ELEVATION SHOWN UNLESS OTHERWISE NOTED.
 14. CONCRETE SHALL BE PLACED AND FINISHED TO THE FINISH ELEVATION SHOWN UNLESS OTHERWISE NOTED.
 15. CONCRETE SHALL BE PLACED AND FINISHED TO THE FINISH ELEVATION SHOWN UNLESS OTHERWISE NOTED.
 16. CONCRETE SHALL BE PLACED AND FINISHED TO THE FINISH ELEVATION SHOWN UNLESS OTHERWISE NOTED.

- GENERAL NOTES**
1. EXISTING UTILITIES SHOWN AS DOTTED LINES ARE TO BE MAINTAINED UNLESS OTHERWISE NOTED.
 2. EXISTING UTILITIES SHOWN AS DOTTED LINES ARE TO BE MAINTAINED UNLESS OTHERWISE NOTED.
 3. EXISTING UTILITIES SHOWN AS DOTTED LINES ARE TO BE MAINTAINED UNLESS OTHERWISE NOTED.
 4. EXISTING UTILITIES SHOWN AS DOTTED LINES ARE TO BE MAINTAINED UNLESS OTHERWISE NOTED.
 5. EXISTING UTILITIES SHOWN AS DOTTED LINES ARE TO BE MAINTAINED UNLESS OTHERWISE NOTED.
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 12. EXISTING UTILITIES SHOWN AS DOTTED LINES ARE TO BE MAINTAINED UNLESS OTHERWISE NOTED.
 13. EXISTING UTILITIES SHOWN AS DOTTED LINES ARE TO BE MAINTAINED UNLESS OTHERWISE NOTED.
 14. EXISTING UTILITIES SHOWN AS DOTTED LINES ARE TO BE MAINTAINED UNLESS OTHERWISE NOTED.
 15. EXISTING UTILITIES SHOWN AS DOTTED LINES ARE TO BE MAINTAINED UNLESS OTHERWISE NOTED.
 16. EXISTING UTILITIES SHOWN AS DOTTED LINES ARE TO BE MAINTAINED UNLESS OTHERWISE NOTED.



MATCHLINE SEE SHEET C102





PERMIT SET

method

UTAH DNR



State of Utah



CONTRACTOR AND MANAGER

The George S. and Dolores Dore Eccles Wildlife Education Center

Two West Gilbert Lane

PROFESSIONAL ENGINEER

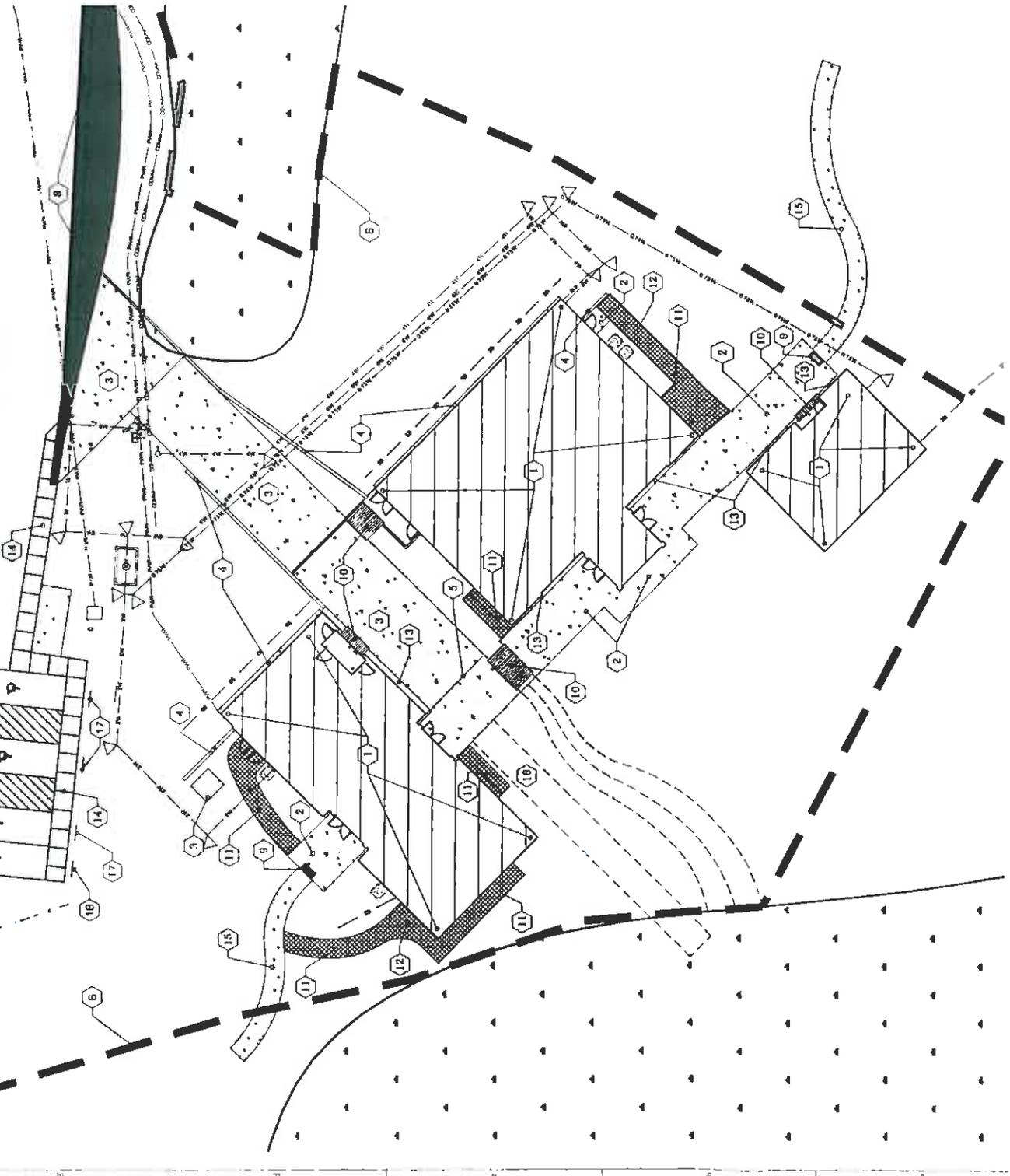
Site Plan

C103

MATCHLINE SEE SHEET C104

- KEY NOTES**
1. EXISTING UTILITIES SHOWN BY DASHED LINES.
 2. EXISTING UTILITIES SHOWN BY DASHED LINES WITH CROSS-HATCHING.
 3. EXISTING UTILITIES SHOWN BY DASHED LINES WITH DIAGONAL HATCHING.
 4. EXISTING UTILITIES SHOWN BY DASHED LINES WITH HORIZONTAL HATCHING.
 5. EXISTING UTILITIES SHOWN BY DASHED LINES WITH VERTICAL HATCHING.
 6. EXISTING UTILITIES SHOWN BY DASHED LINES WITH WAVE HATCHING.
 7. EXISTING UTILITIES SHOWN BY DASHED LINES WITH STAR HATCHING.
 8. EXISTING UTILITIES SHOWN BY DASHED LINES WITH SQUARE HATCHING.
 9. EXISTING UTILITIES SHOWN BY DASHED LINES WITH TRIANGLE HATCHING.
 10. EXISTING UTILITIES SHOWN BY DASHED LINES WITH CIRCLE HATCHING.
 11. EXISTING UTILITIES SHOWN BY DASHED LINES WITH DIAMOND HATCHING.
 12. EXISTING UTILITIES SHOWN BY DASHED LINES WITH X HATCHING.
 13. EXISTING UTILITIES SHOWN BY DASHED LINES WITH PLUS HATCHING.
 14. EXISTING UTILITIES SHOWN BY DASHED LINES WITH MINUS HATCHING.
 15. EXISTING UTILITIES SHOWN BY DASHED LINES WITH ASTERISK HATCHING.
 16. EXISTING UTILITIES SHOWN BY DASHED LINES WITH AT HATCHING.
 17. EXISTING UTILITIES SHOWN BY DASHED LINES WITH PERCENT HATCHING.
 18. EXISTING UTILITIES SHOWN BY DASHED LINES WITH DOLLAR HATCHING.
 19. EXISTING UTILITIES SHOWN BY DASHED LINES WITH POUND HATCHING.
 20. EXISTING UTILITIES SHOWN BY DASHED LINES WITH AMPERSAND HATCHING.

- GENERAL NOTES**
1. ALL UTILITIES TO BE DELETED BY THE CONTRACTOR.
 2. ALL UTILITIES TO BE REINSTALLED BY THE CONTRACTOR.
 3. ALL UTILITIES TO BE REINSTALLED TO ORIGINAL DEPTH AND LOCATION.
 4. ALL UTILITIES TO BE REINSTALLED TO ORIGINAL DEPTH AND LOCATION WITHIN 10 FEET OF ORIGINAL LOCATION.
 5. ALL UTILITIES TO BE REINSTALLED TO ORIGINAL DEPTH AND LOCATION WITHIN 5 FEET OF ORIGINAL LOCATION.
 6. ALL UTILITIES TO BE REINSTALLED TO ORIGINAL DEPTH AND LOCATION WITHIN 2 FEET OF ORIGINAL LOCATION.
 7. ALL UTILITIES TO BE REINSTALLED TO ORIGINAL DEPTH AND LOCATION WITHIN 1 FOOT OF ORIGINAL LOCATION.
 8. ALL UTILITIES TO BE REINSTALLED TO ORIGINAL DEPTH AND LOCATION WITHIN 6 INCHES OF ORIGINAL LOCATION.
 9. ALL UTILITIES TO BE REINSTALLED TO ORIGINAL DEPTH AND LOCATION WITHIN 3 INCHES OF ORIGINAL LOCATION.
 10. ALL UTILITIES TO BE REINSTALLED TO ORIGINAL DEPTH AND LOCATION WITHIN 1 1/2 INCHES OF ORIGINAL LOCATION.
 11. ALL UTILITIES TO BE REINSTALLED TO ORIGINAL DEPTH AND LOCATION WITHIN 3/4 INCH OF ORIGINAL LOCATION.
 12. ALL UTILITIES TO BE REINSTALLED TO ORIGINAL DEPTH AND LOCATION WITHIN 1/2 INCH OF ORIGINAL LOCATION.
 13. ALL UTILITIES TO BE REINSTALLED TO ORIGINAL DEPTH AND LOCATION WITHIN 1/4 INCH OF ORIGINAL LOCATION.
 14. ALL UTILITIES TO BE REINSTALLED TO ORIGINAL DEPTH AND LOCATION WITHIN 1/8 INCH OF ORIGINAL LOCATION.
 15. ALL UTILITIES TO BE REINSTALLED TO ORIGINAL DEPTH AND LOCATION WITHIN 1/16 INCH OF ORIGINAL LOCATION.
 16. ALL UTILITIES TO BE REINSTALLED TO ORIGINAL DEPTH AND LOCATION WITHIN 1/32 INCH OF ORIGINAL LOCATION.
 17. ALL UTILITIES TO BE REINSTALLED TO ORIGINAL DEPTH AND LOCATION WITHIN 1/64 INCH OF ORIGINAL LOCATION.
 18. ALL UTILITIES TO BE REINSTALLED TO ORIGINAL DEPTH AND LOCATION WITHIN 1/128 INCH OF ORIGINAL LOCATION.
 19. ALL UTILITIES TO BE REINSTALLED TO ORIGINAL DEPTH AND LOCATION WITHIN 1/256 INCH OF ORIGINAL LOCATION.
 20. ALL UTILITIES TO BE REINSTALLED TO ORIGINAL DEPTH AND LOCATION WITHIN 1/512 INCH OF ORIGINAL LOCATION.





PERMIT SET

method



State of Utah

Division of Reclamation



DESIGN REVIEW AND APPROVAL

SHEET KEY NOTES

- 1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PERMIT AND ALL APPLICABLE REGULATIONS.
- 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PERMIT AND ALL APPLICABLE REGULATIONS.
- 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PERMIT AND ALL APPLICABLE REGULATIONS.
- 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PERMIT AND ALL APPLICABLE REGULATIONS.

GLOVERS LANE



MATCHLINE SEE SHEET C103

C104

Site Plan



PERMIT SET

method **method** inc.
2000 W. 1000 S. SUITE 100
SALT LAKE CITY, UT 84119
PHONE: 801.487.8888



State of Utah

DEPT. OF NATURAL RESOURCES
SALT LAKE CITY, UT 84119
PHONE: 801.224.3000



PROFESSIONAL ENGINEER
DAVID L. HINKLE
LICENSE NO. 12345
EXPIRES 12/31/2024

PROJECT:

The George S. and
Dorcas Dore Eccles
Walden Education
Center

190 West Grovers Lane
Farmington, UT 84201

DATE: 10/15/2024
BY: [Signature]
CHECKED BY: [Signature]

Scale:
Grading Plan

Sheet:
C201



SHEET ABBREVIATIONS

- 1. 1" = 20' HORIZONTAL
- 2. 1" = 4' VERTICAL
- 3. 1" = 10' HORIZONTAL
- 4. 1" = 2' VERTICAL
- 5. 1" = 10' HORIZONTAL
- 6. 1" = 2' VERTICAL
- 7. 1" = 10' HORIZONTAL
- 8. 1" = 2' VERTICAL

GENERAL NOTES

1. ALL ELEVATIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
2. ALL ELEVATIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL ELEVATIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL ELEVATIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
5. ALL ELEVATIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
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13. ALL ELEVATIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
14. ALL ELEVATIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
15. ALL ELEVATIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
16. ALL ELEVATIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
17. ALL ELEVATIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
18. ALL ELEVATIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
19. ALL ELEVATIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
20. ALL ELEVATIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.





PERMIT SET

method
method inc.
200 South 200 West
Salt Lake City, UT 84143
Phone: 801.537.8627



State of Utah
PROJECT: 150414-01
DATE: 08/14/14



PROJECT:
The George S and
Dorothy Dore Eccles
Wildlife Education
Center

2500 West Grovers Lane
Farmington, Utah, 84201

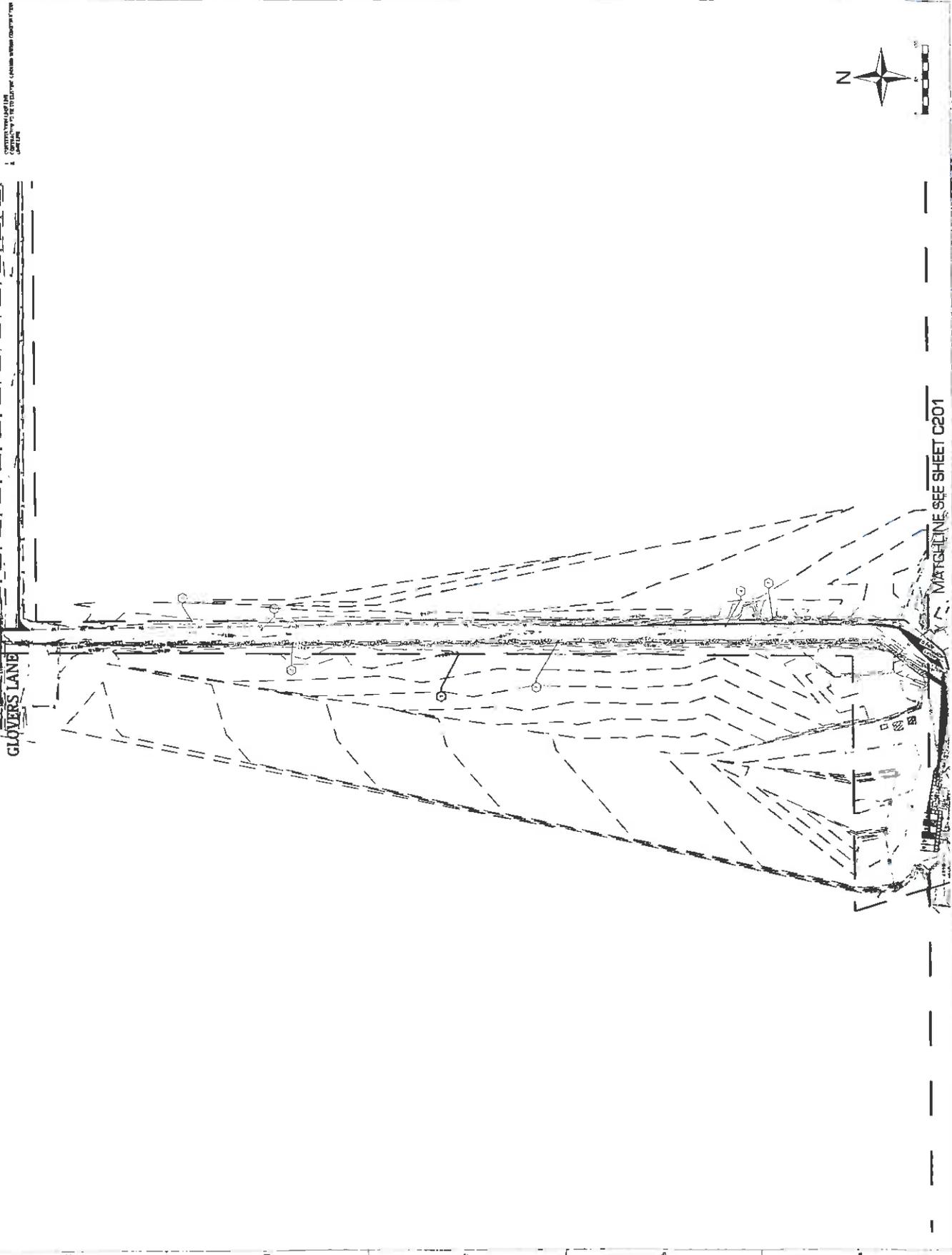
DATE: 08/14/14
BY: [Signature]

DATE:
Grading Plan

sheet:
C202



SHEET KEY NOTES
1. VERIFY THE LOCATION
AND ELEVATION OF ALL
EXISTING UTILITIES
BEFORE CONSTRUCTION.



GROVERS LANE

MATCHLINE SEE SHEET C201



PERMIT SET

method

UTAH DNR



State of Utah

Division of Water



PROJECT: The George S. and Dolores Dore Eccles Wildlife Education Center

1700 West Chisum Lane, Farmington, UT 84403

DATE: 08/11/10

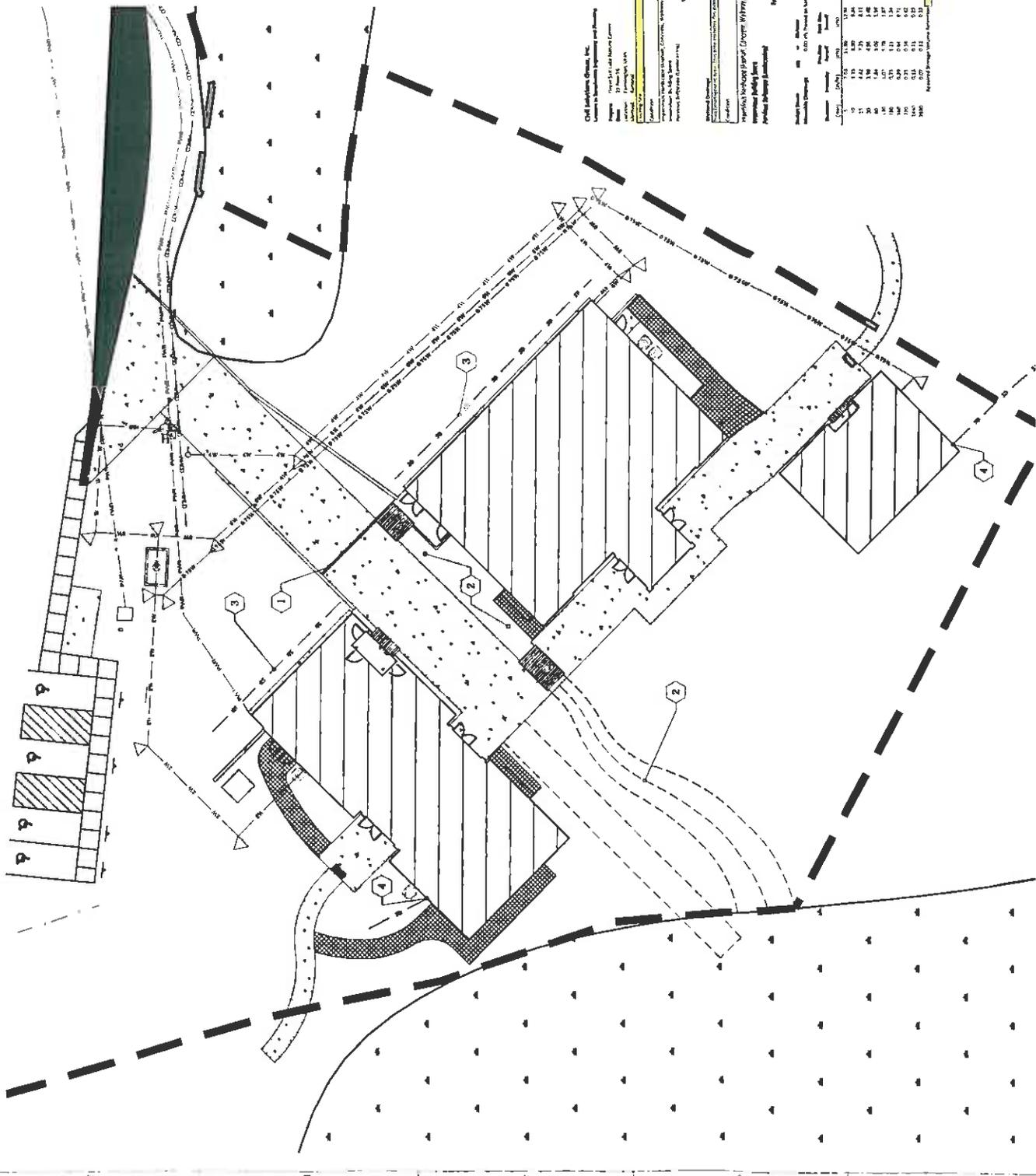
BY: [Signature]

PROJECT: [Signature]

Sheet: Storm Drain Plan

Sheet: C203

- SHIFT KEY NOTES:**
- INSTALL 18" DIA. MANHOLE AND ACCESS COVERS AT THE FOLLOWING LOCATIONS: 1. AT THE END OF EACH SECTION OF STORM DRAIN. 2. AT THE END OF EACH SECTION OF STORM DRAIN. 3. AT THE END OF EACH SECTION OF STORM DRAIN. 4. AT THE END OF EACH SECTION OF STORM DRAIN.



Old Jackson, Inc.
 1700 West Chisum Lane
 Farmington, UT 84403
 Phone: 435-833-1234
 Fax: 435-833-1234
 E-mail: info@oldjackson.com

Station	Station	Station	Station	Station	Station
1+00	1+25	1+50	1+75	2+00	2+25
2+50	3+00	3+50	4+00	4+50	5+00
5+50	6+00	6+50	7+00	7+50	8+00
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Station	Station	Station	Station	Station	Station
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38+50	39+00	39+50	40+00	40+50	41+00
41+50	42+00	42+5			



PERMIT SET

method



State of Utah



DESIGN APPROVING STAMP

PROJECT: The George S. and Dolores Dore Eccles Wildlife Education Center

1000 West Stewart Lane, Farmington, UTAH, 84405

DATE: 08/11/10

BY: [Signature]

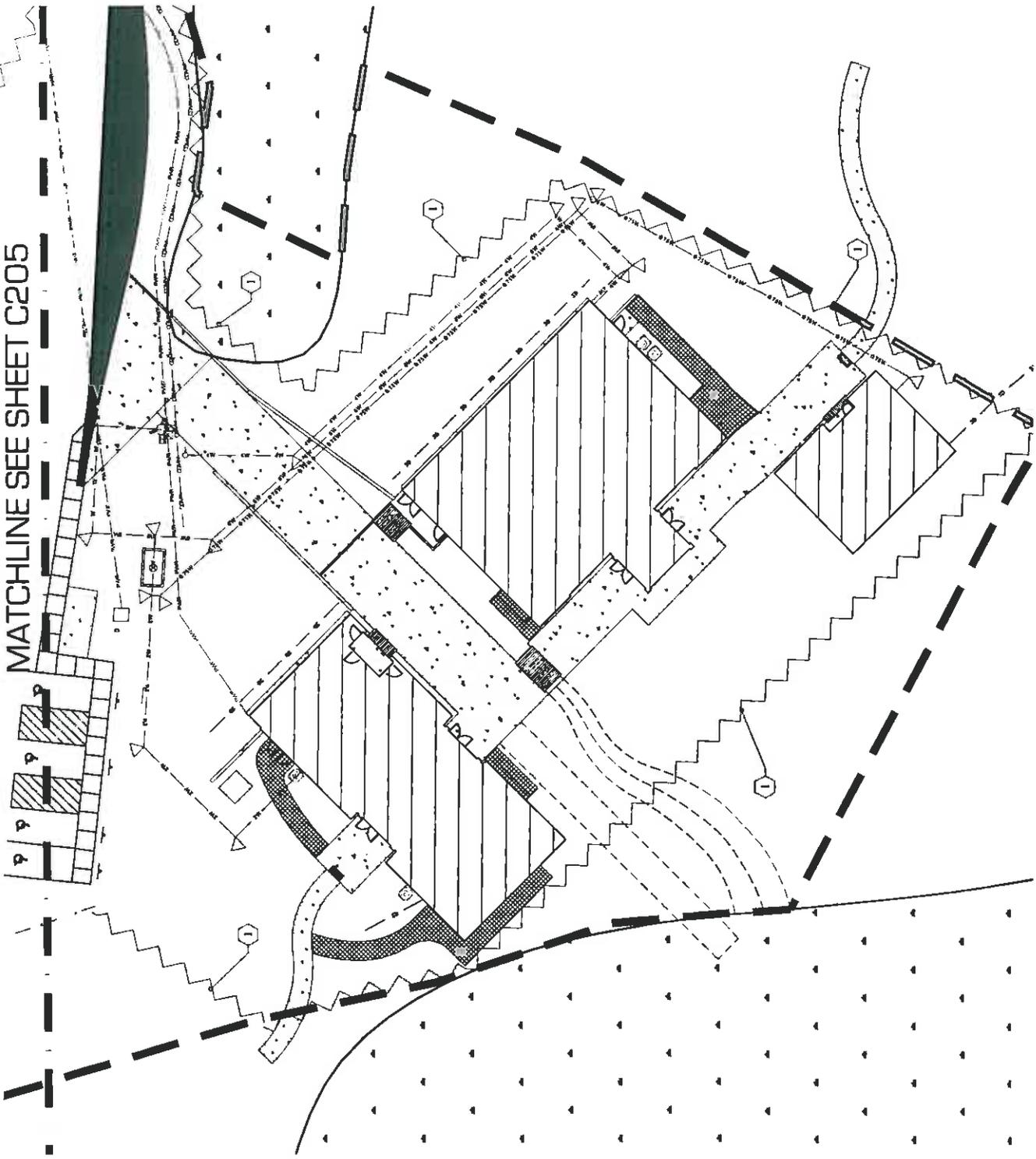
DATE: Erosion Control Plan

SHEET: C204



MATCHLINE SEE SHEET C205

SHIFT KEY NOTES





PERMIT SET

method

UTAH DNR



State of Utah



DECW APPROVAL STAMP

PROJECT:

The George S. and
Dorothy Dore Eccles
Wildlife Education
Center

Site Area (Square Feet)

DATE: 11/14/13

PROJECT NO: 13-001

DATE: EROSION CONTROL PLAN

SHEET:

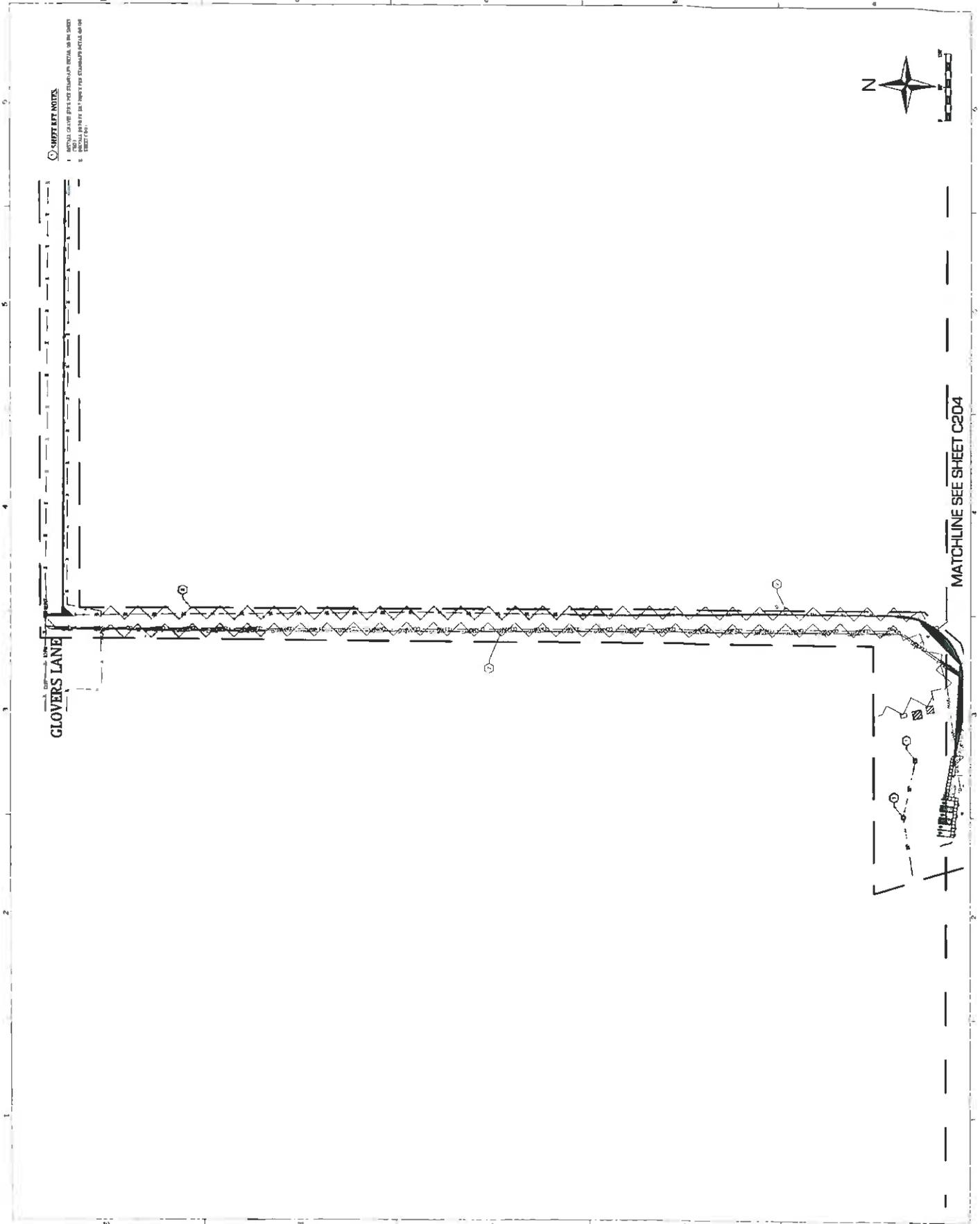
C205

SHIFT KEY NOTES

- 1. INITIAL DRAWING PER 1:100 SCALE, 11/14/13
- 2. INITIAL REVIEW PER 1:100 SCALE, 11/14/13
- 3. REVISIONS PER 1:100 SCALE, 11/14/13

GLOVERS LANE

MATCHLINE SEE SHEET C204





PERMIT SET

method
method



State of Utah
PROJECT NO. 11111111



DESIGN APPROVAL STAMP

Architect:
The George S. and
Dolores Dore Eccles
Wildlife Education
Center

1700 West Glenn Lane,
Farmington, Utah 84201

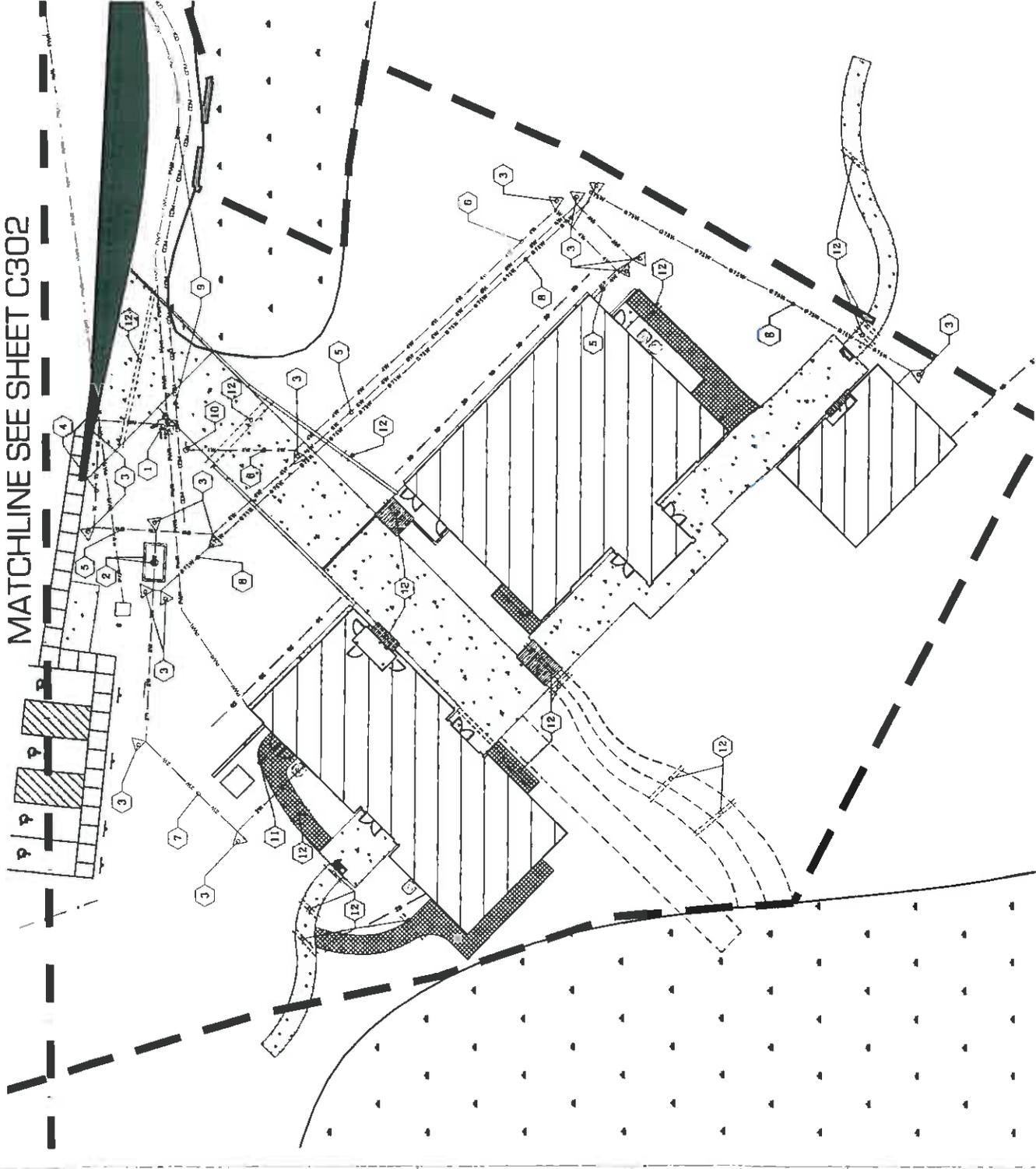
PROJECT NO. 11111111
DATE: 11/11/11

Utility Plan

sheet
C301

MATCHLINE SEE SHEET C302

- NOTES:**
1. ALL UTILITIES SHOWN ARE BASED ON FIELD SURVEY DATA AND RECORD DRAWINGS.
 2. ALL UTILITIES SHOWN ARE BASED ON FIELD SURVEY DATA AND RECORD DRAWINGS.
 3. ALL UTILITIES SHOWN ARE BASED ON FIELD SURVEY DATA AND RECORD DRAWINGS.
 4. ALL UTILITIES SHOWN ARE BASED ON FIELD SURVEY DATA AND RECORD DRAWINGS.
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 11. ALL UTILITIES SHOWN ARE BASED ON FIELD SURVEY DATA AND RECORD DRAWINGS.
 12. ALL UTILITIES SHOWN ARE BASED ON FIELD SURVEY DATA AND RECORD DRAWINGS.





PERMIT SET

method



State of Utah

Division of Parks, Recreation and Natural Resources



Professional Engineer

SHRIT KEY NOTES

- 1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
- 2. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
- 3. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
- 4. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
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- 9. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
- 10. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.

GLOVERS LANE

MATCHLINE SEE SHEET C601

MATCHLINE SEE SHEET C301



C302

Utility Plan

Client: The George S and Dolores Dore Eccles Wildlife Education Center

Location: West Grovers Lane, Farmington, Utah, 84201

Project: Utility Plan



Professional Engineer



PERMIT SET





PERMIT SET

method of construction
BY ORDER OF THE BOARD OF ENGINEERS
STATE OF UTAH



State of Utah
DEPARTMENT OF TRANSPORTATION
DESIGN PROJECT # 10101000



DESIGN APPROVED BY STAMP
DAVID L. ANDERSON
REGISTERED PROFESSIONAL ENGINEER
No. 10101000

PROJECT

The George S and
Dorcas Donk Eccles
Wildlife Education
Center

PROJECT LOCATION

1000 West 10000 South
Farmington, Utah 84303

DATE

10/1/10

BY

DAVID L. ANDERSON

SCALE

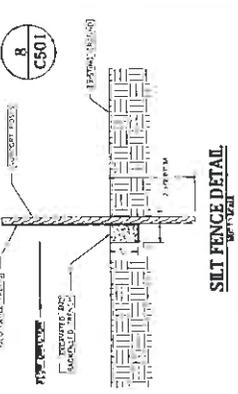
Standard
Details

DATE

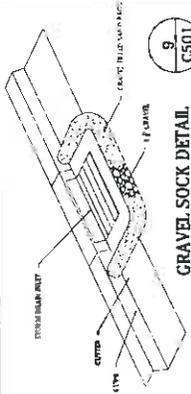
C501



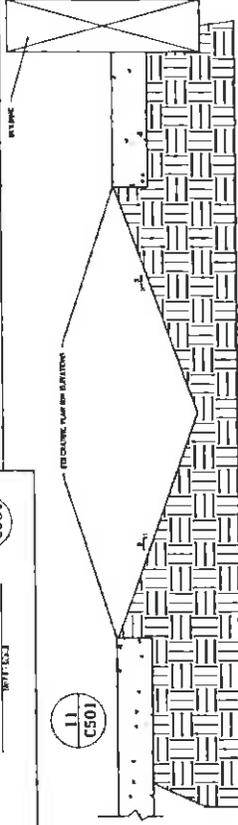
10 C501
STORM DRAIN TRENCH DETAIL
NOT TO SCALE



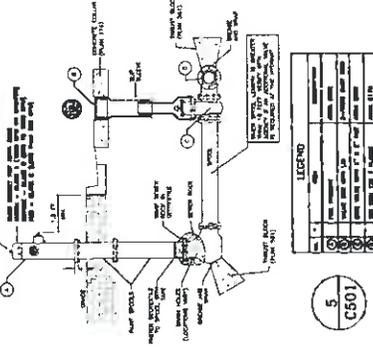
8 C501
SILT FENCE DETAIL
NOT TO SCALE



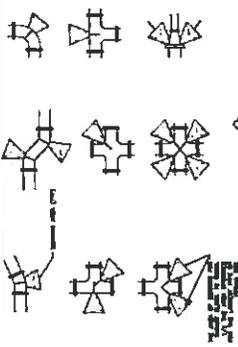
9 C501
GRAVEL SOCK DETAIL
NOT TO SCALE



11 C501
SWALE DETAIL
NOT TO SCALE

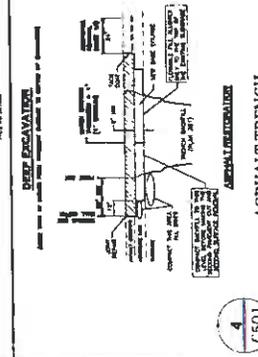


5 C501
FIRE HYDRANT DETAIL
NOT TO SCALE

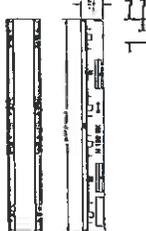


6 C501
THRUST BLOCK DETAILS
NOT TO SCALE

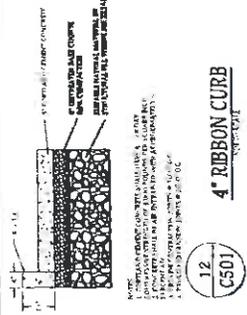
3 C501
PIPE TRENCH DETAIL
NOT TO SCALE



4 C501
ASPHALT TRENCH
REPLACEMENT DETAIL
NOT TO SCALE



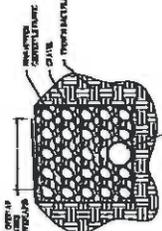
7 C501
H100SK 10 SLAB DRAIN
NOT TO SCALE



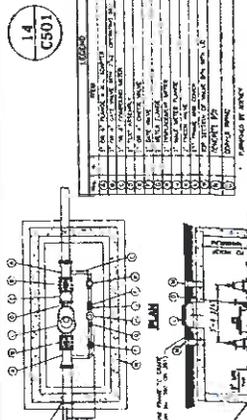
12 C501
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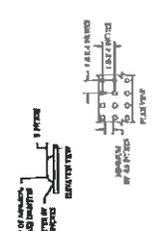
13 C501
STANDARD DUTY
ASPHALT PAVEMENT
NOT TO SCALE



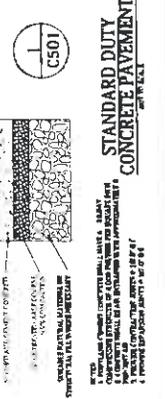
15 C501
FRENCH DRAIN
NOT TO SCALE



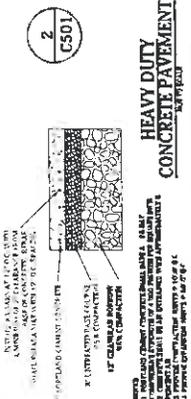
14 C501
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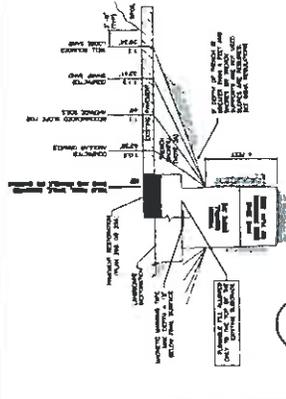
18 C501
ADA DETECTABLE WARNING SURFACE
NOT TO SCALE



1 C501
STANDARD DUTY
CONCRETE PAVEMENT
NOT TO SCALE



2 C501
HEAVY DUTY
CONCRETE PAVEMENT
NOT TO SCALE



3 C501
PIPE TRENCH DETAIL
NOT TO SCALE



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PERMIT SET

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State of Utah
 DEPARTMENT OF HERITAGE AND ARTS
 DIVISION OF PROTECTED LANDS
 160 EAST 100 SOUTH
 SALT LAKE CITY, UT 84143
 (801) 536-3300
 www.dnr.state.ut.us



PROJECT APPROVAL STAMP
 REVIEWED FOR CODE COMPLIANCE
 DATE: 08/15/2023
 BY: [Signature]

PROJECT:
 The George S. and
 Dobson Dore Eccles
 Wildlife Education
 Center

1500 West Grand Lane,
 Farmington, UT 84101

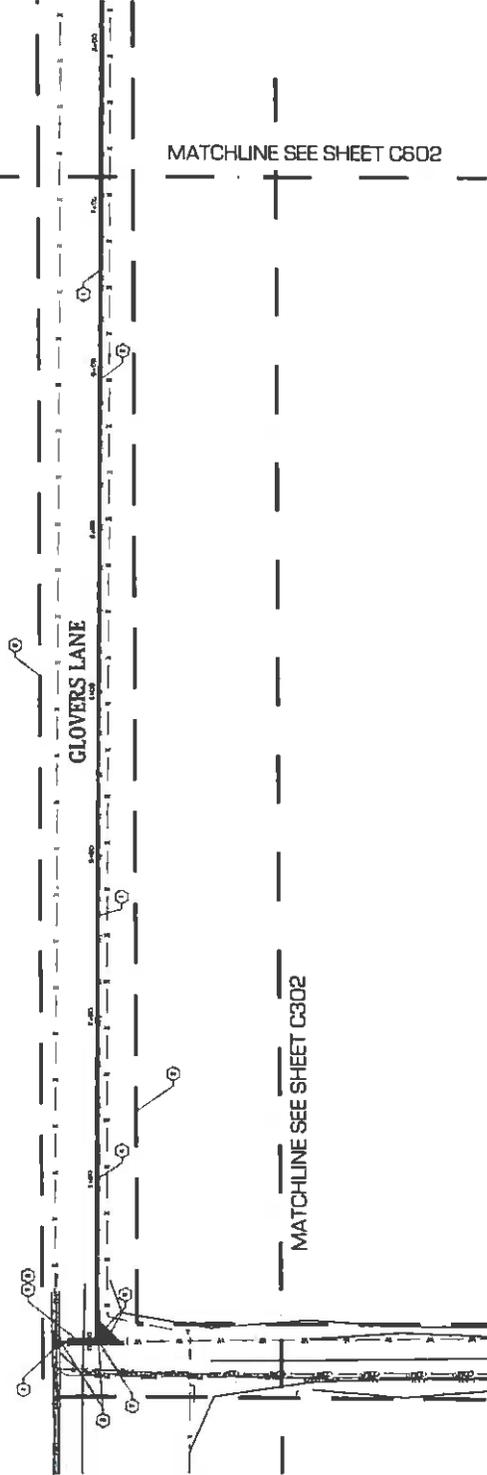
OWNER: [Name]
 (PH) [Phone No.]
 (FAX) [Fax No.]
 PROJECT:

DATE: [Date]
**OFF-SITE QUALITY
 Plan**

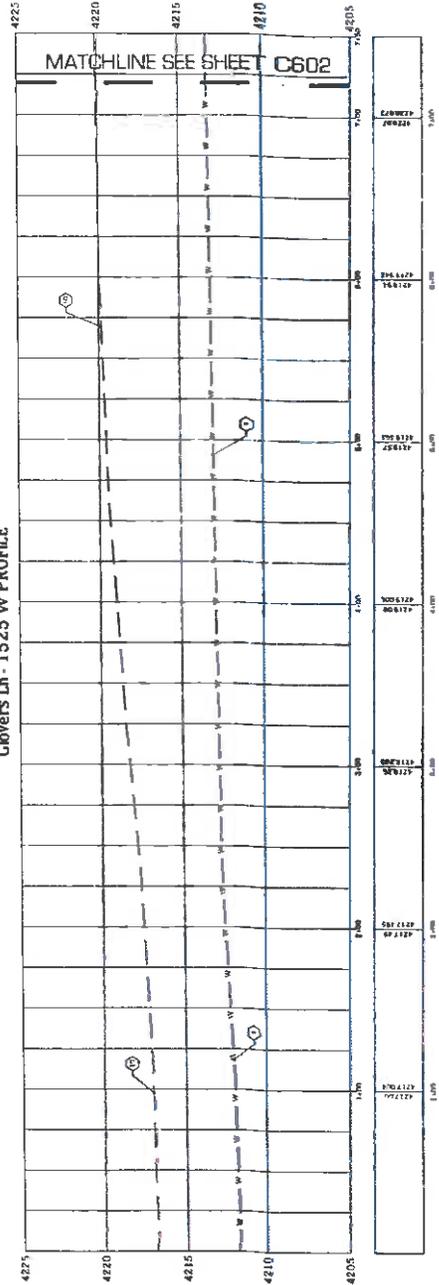
SHEET:
C601



- KEY NOTES:**
1. DETAILS OF THE CONSTRUCTION SHALL BE SHOWN ON SHEET C-601.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PERMIT.
 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PERMIT.
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Clovers Ln - 1525 W PROFILE





PERMIT SET

method



State of Utah
DEPARTMENT OF NATURAL RESOURCES



DECISION APPROVAL STAMP

Project:
The George S. and
Dorothy Dore Eccles
Wildlife Education
Center

1500 West Grovers Lane
Farmington, UT 84201

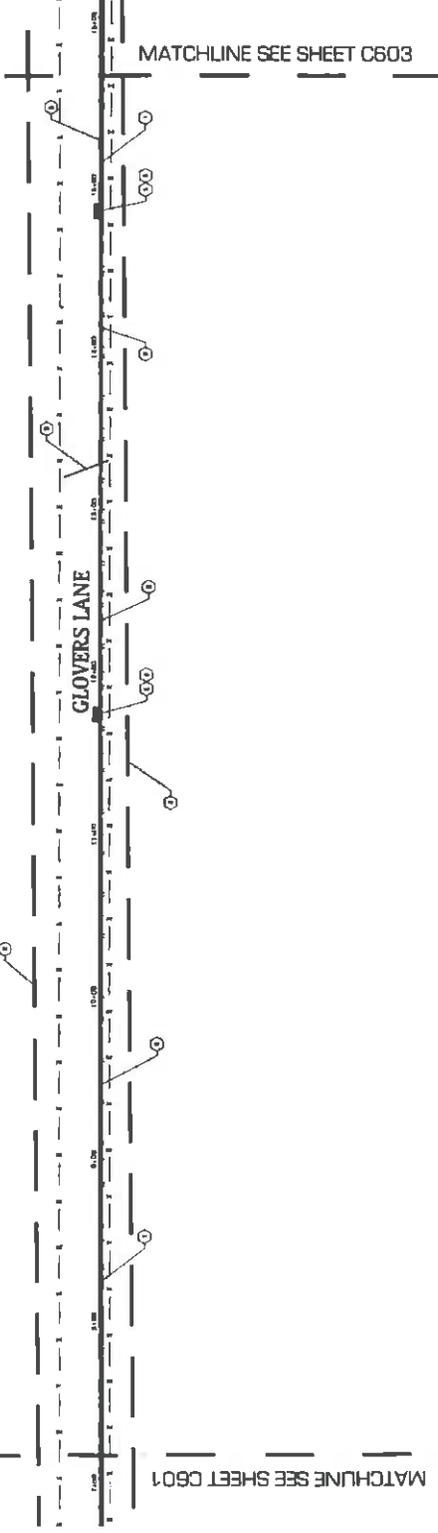
DATE: 11/11/11
BY: [Signature]
TITLE: [Signature]

OFF-SITE UTILITY
Plan

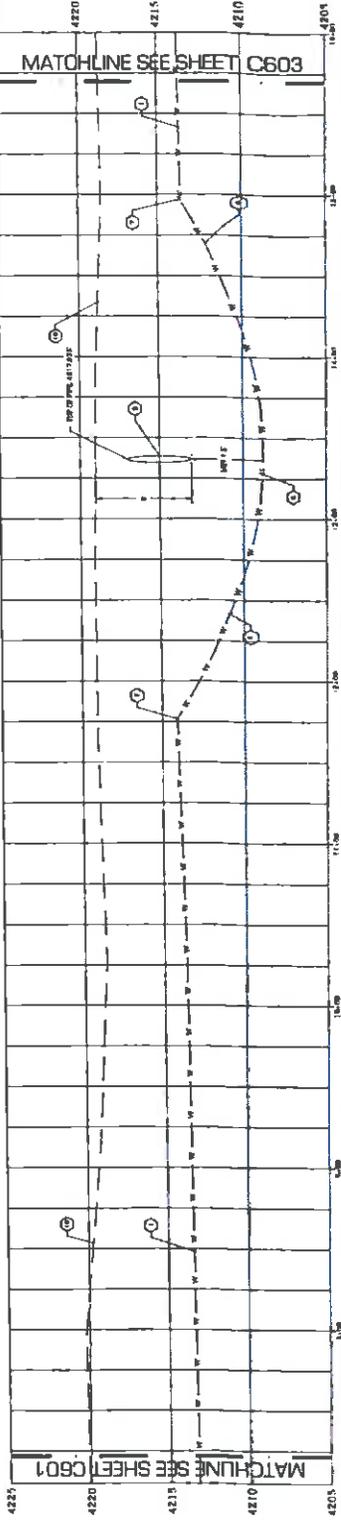
Sheet: **C602**

SHEET KEY NOTES:

- 1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
- 2. UTILITIES NOT SHOWN ARE TO BE LOCATED BY THE CONTRACTOR.
- 3. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
- 4. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL.
- 5. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL.
- 6. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL.
- 7. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL.
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- 10. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL.



Grovers Ln - 1525 W PROFILE



Station	Proposed Elevation	Existing Elevation
11+00	4200.00	4200.00
11+05	4200.00	4200.00
11+10	4200.00	4200.00
11+15	4200.00	4200.00
11+20	4200.00	4200.00
11+25	4200.00	4200.00
11+30	4200.00	4200.00
11+35	4200.00	4200.00
11+40	4200.00	4200.00
11+45	4200.00	4200.00
11+50	4200.00	4200.00





PERMIT SET

method



State of Utah

Division of Water



DESIGN APPROVAL STAMP

Project: The George S. and Dolores Dore Erickson Wildlife Education Center

1525 West Clovers Lane, Farmington, Utah 84201

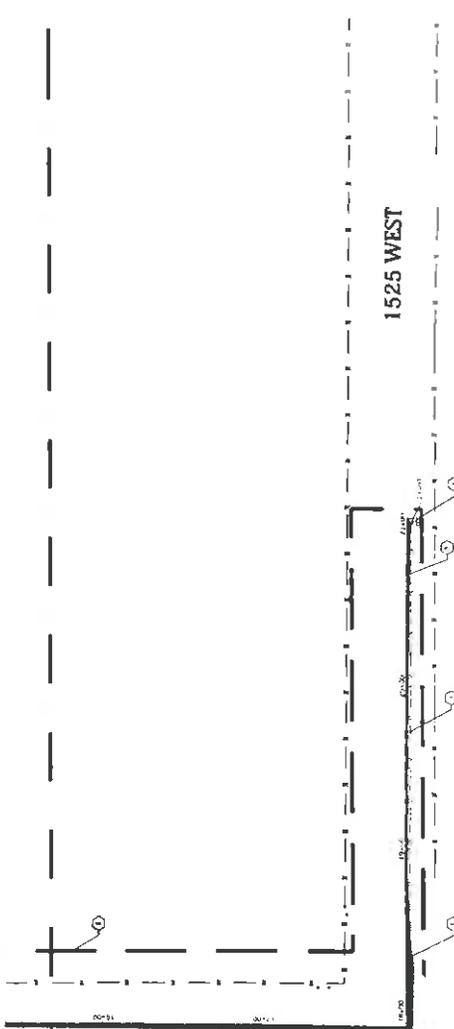
DATE: 11/11/11

OFF-SITE UTILITY Plan

Sheet: C603

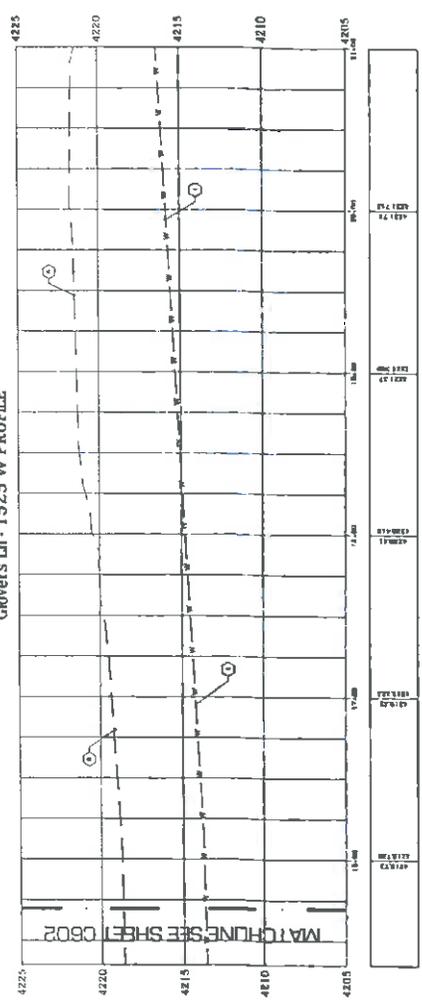
CONSTRUCTION NOTES:

- 1. VERIFY ALL UTILITIES BEFORE CONSTRUCTION.
- 2. VERIFY ALL UTILITIES BEFORE CONSTRUCTION.
- 3. VERIFY ALL UTILITIES BEFORE CONSTRUCTION.
- 4. VERIFY ALL UTILITIES BEFORE CONSTRUCTION.
- 5. VERIFY ALL UTILITIES BEFORE CONSTRUCTION.
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- 7. VERIFY ALL UTILITIES BEFORE CONSTRUCTION.
- 8. VERIFY ALL UTILITIES BEFORE CONSTRUCTION.
- 9. VERIFY ALL UTILITIES BEFORE CONSTRUCTION.
- 10. VERIFY ALL UTILITIES BEFORE CONSTRUCTION.



1525 WEST

Clovers Ln - 1525 W PROFILE



MATCHLINE SEE SHEET C602

MATCHLINE SEE SHEET C602



PERMIT SET

method **method** method



State of Utah

DEPT PROJECT # 1234567



DESIGN APPROVAL STAMP

The George S and Dorabel Dore Eccles Wildlife Education Center

1234 West Governors Lane, Provo, UT 84601

DATE: 12/15/2023

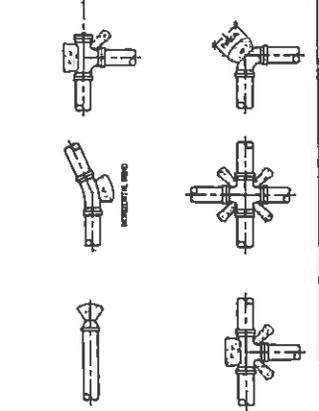
OFF-SITE UTILITY DETAILS

DATE:

C604

THRUST BLOCKS

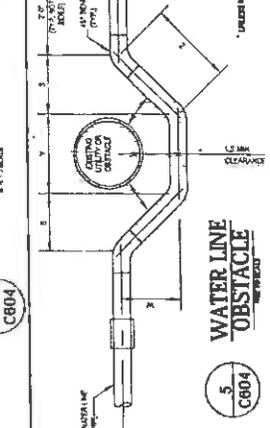
- THRUST BLOCKS TO BE USED TO SUPPORT THE WEIGHT OF THE PIPE AND TO PREVENT THE PIPE FROM MOVING IN THE DIRECTION OF THE THRUST.
- THRUST BLOCKS TO BE USED TO SUPPORT THE WEIGHT OF THE PIPE AND TO PREVENT THE PIPE FROM MOVING IN THE DIRECTION OF THE THRUST.
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THRUST BLOCK SIZING ASSUMING 1000 PSI SOIL BEARING PRESSURE

PIPE SIZE (IN)	PIPE WEIGHT (LBS/FT)	THRUST (LBS)	THRUST BLOCK WEIGHT (LBS)
12	12.5	150	150
14	17.5	210	210
16	22.5	270	270
18	27.5	330	330
20	32.5	390	390
22	37.5	450	450
24	42.5	510	510
26	47.5	570	570
28	52.5	630	630
30	57.5	690	690
32	62.5	750	750
34	67.5	810	810
36	72.5	870	870
38	77.5	930	930
40	82.5	990	990
42	87.5	1050	1050
44	92.5	1110	1110
46	97.5	1170	1170
48	102.5	1230	1230
50	107.5	1290	1290
52	112.5	1350	1350
54	117.5	1410	1410
56	122.5	1470	1470
58	127.5	1530	1530
60	132.5	1590	1590
62	137.5	1650	1650
64	142.5	1710	1710
66	147.5	1770	1770
68	152.5	1830	1830
70	157.5	1890	1890
72	162.5	1950	1950
74	167.5	2010	2010
76	172.5	2070	2070
78	177.5	2130	2130
80	182.5	2190	2190
82	187.5	2250	2250
84	192.5	2310	2310
86	197.5	2370	2370
88	202.5	2430	2430
90	207.5	2490	2490
92	212.5	2550	2550
94	217.5	2610	2610
96	222.5	2670	2670
98	227.5	2730	2730
100	232.5	2790	2790

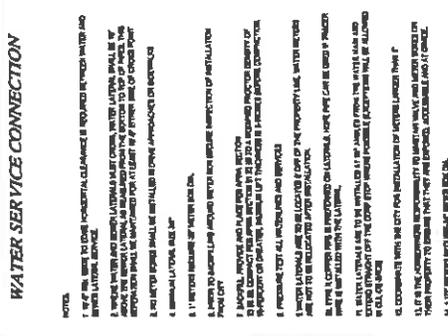
THRUST BLOCK



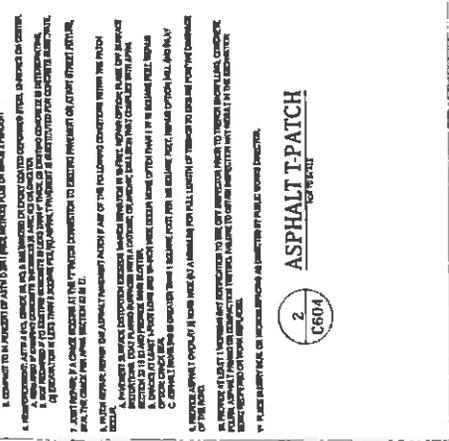
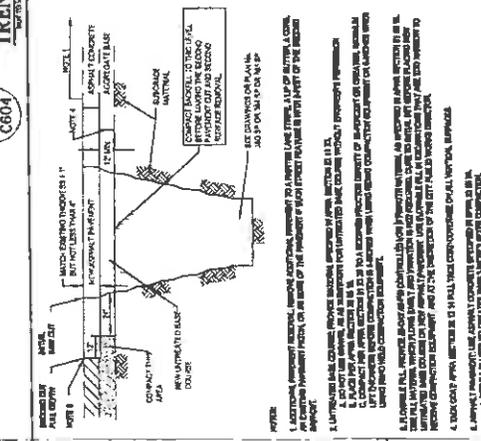
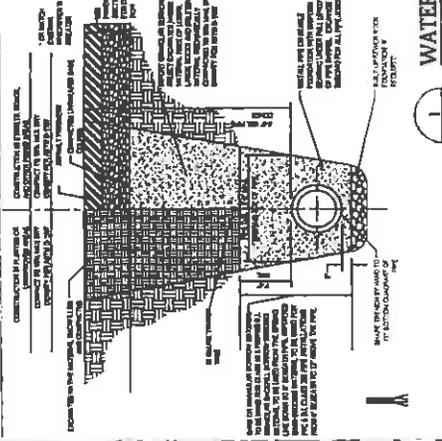
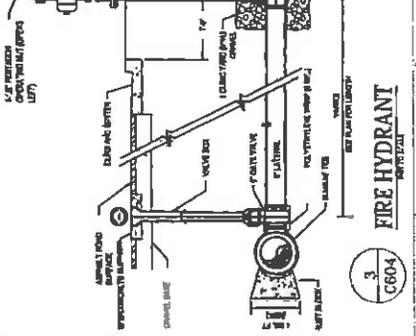
WATER SERVICE CONNECTION

- WATER SERVICE CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PROVO WATER DEPARTMENT SPECIFICATIONS.
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WATER LINE TRENCH



WATER LINE OBSTACLE



NOTE: ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED. ALL MATERIALS SHALL BE AS SPECIFIED IN THE CITY OF PROVO WATER DEPARTMENT SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF PROVO WATER DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL EXISTING UTILITIES AND STRUCTURES TO ORIGINAL OR BETTER CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EXCESS MATERIAL AND DEBRIS FROM THE PROJECT SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING UP THE PROJECT SITE AT THE END OF EACH DAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL EXISTING UTILITIES AND STRUCTURES TO ORIGINAL OR BETTER CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EXCESS MATERIAL AND DEBRIS FROM THE PROJECT SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING UP THE PROJECT SITE AT THE END OF EACH DAY.



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State of Utah
 Department of Natural Resources
 100 West Center Lane
 Farmington, Utah 84201
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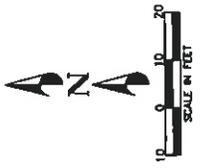
PROJECT
 The George S. and
 Dolores Dore Eccles
 Wildlife Education
 Center

100 West Center Lane
 Farmington, Utah 84201

DATE
 10/15/2010
BY
 [Signature]
CHECKED BY
 [Signature]

**Septic Sewer
 Plan**

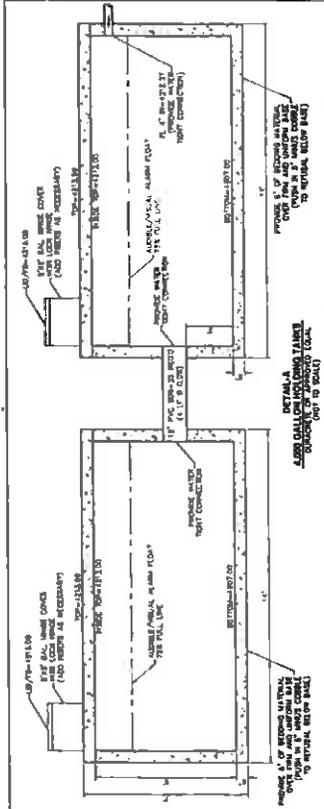
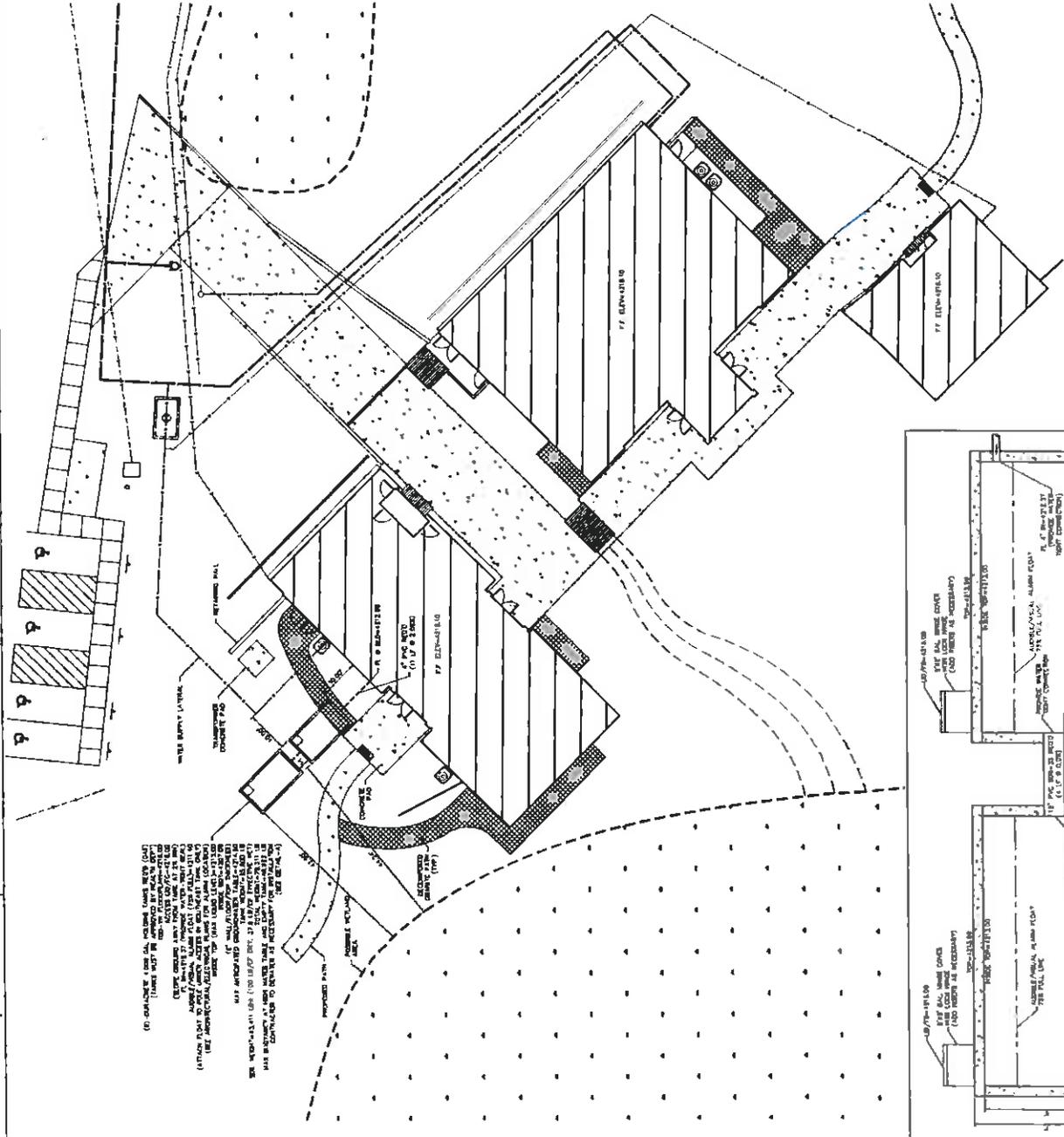
Sheet
SS101
 PERMIT # 117



NOTE: ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FARMINGTON, UTAH, AND STATE DEPARTMENT OF NATURAL RESOURCES PERMITS.

GENERAL NOTES:

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FARMINGTON, UTAH, AND STATE DEPARTMENT OF NATURAL RESOURCES PERMITS.
- 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FARMINGTON, UTAH, AND STATE DEPARTMENT OF NATURAL RESOURCES PERMITS.
- 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FARMINGTON, UTAH, AND STATE DEPARTMENT OF NATURAL RESOURCES PERMITS.
- 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FARMINGTON, UTAH, AND STATE DEPARTMENT OF NATURAL RESOURCES PERMITS.
- 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FARMINGTON, UTAH, AND STATE DEPARTMENT OF NATURAL RESOURCES PERMITS.
- 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FARMINGTON, UTAH, AND STATE DEPARTMENT OF NATURAL RESOURCES PERMITS.
- 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FARMINGTON, UTAH, AND STATE DEPARTMENT OF NATURAL RESOURCES PERMITS.
- 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FARMINGTON, UTAH, AND STATE DEPARTMENT OF NATURAL RESOURCES PERMITS.
- 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FARMINGTON, UTAH, AND STATE DEPARTMENT OF NATURAL RESOURCES PERMITS.
- 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF FARMINGTON, UTAH, AND STATE DEPARTMENT OF NATURAL RESOURCES PERMITS.



(1) CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS BEFORE START OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FARMINGTON, UTAH, AND STATE DEPARTMENT OF NATURAL RESOURCES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FARMINGTON, UTAH, AND STATE DEPARTMENT OF NATURAL RESOURCES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FARMINGTON, UTAH, AND STATE DEPARTMENT OF NATURAL RESOURCES.

DETAIL A
 CROSS SECTION OF SEPTIC TANK
 (SEE PERMITS FOR LOCAL REQUIREMENTS)

Exhibit "B"
Legal Description

A PARCEL OF LAND IN FEE TITLE FOR WETLANDS MITIGATION, LOC IN SEC 27-T3N-R1W, SLM, MORE PART'LY DESC AS FOLLOWS: BEG AT THE SE COR OF SD SEC 27; & RUN TH DUE W 610.50 FT TO THE MEANDER LINE OF THE GREAT SALT LAKE; TH ALG SD MEANDER LINE THE FOLLOWING 3 COURSES & DISTANCES: N 36^00' W 1056.00 FT, N 08^00' E 924.00 FT, DUE N 858.00 FT; TH LEAVING SD MEANDER LINE; & RUN S 89^44'44" E 574.91 FT; TH N 11^52'56" W 626.12 FT; TH N 2^02'47" W 167.88 FT; TH N 89^27'22" E 658.74 FT TO THE SEC LINE; TH ALG THE SEC LINE S 0^15'24" E 680.20 FT TO THE E 1/4 COR OF SEC 27 (COR NOT IN PLACE); TH S 0^01'04" E 122.86 FT TO THE S LINE OF GLOVER LANE; TH S 89^37'09" E 723.62 FT ALG SD LANE; TH S 0^01'04" E 660.00 FT; TH S 89^37'09" E 2746.01 FT; TH S 01^15'51" W 1765.80 FT; TH N 89^31'53" E 330.10 FT; TH S 1^15'51" W 66.00 FT; TH S 89^31'53" W 3758.75 FT TO THE SEC LINE; TH S 0^01'04" E 66.00 FT TO THE POB. CONT. 233.59 ACRES



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

II. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: October 3, 2017

**SUBJECT: SMITH HOMESTEAD PUD SUBDIVISION IMPROVEMENTS
AGREEMENT RECOMMENDATION**

Approve the Farmington City Improvements Agreement (Cash Form) between Elite Craft Homes, LLC and Farmington City for the Smith Homestead PUD subdivision.

BACKGROUND

The bond estimate for the Smith Homestead PUD subdivision is \$76,456.60 which includes a 10% warranty bond. Elite Craft Homes, LLC has submitted a Cash Deposit Bond Improvements Agreement with Farmington City to administer a cash account for this project in that amount.

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

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Dave Millheim
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT
(CASH FORM)

THIS AGREEMENT is made by and between Elite Craft Homes LLC (hereinafter "Developer"), whose address is 49 No. Main PO Box 980 Farmington UT. 84025, and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as Smith Homestead PUD, located at approximately 246 East 100 North, in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of 76,456.60 Seventy six thousand four hundred and fifty six dollars and 60 cent.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 76,456.60 for deposit with the City in its

accounts (the “deposit”), which the Developer and the City stipulate to be a reasonable preliminary estimate of the cost of the Improvements, together with 10% of such cost to secure the warranty of this Agreement and an additional 10% of such cost for contingencies.

4. **Progress Payments.** The City agrees to allow payments from the deposit as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, determine if the work completed complies with City construction standards and requirements, and review the City’s cost estimate. After receiving and approving the request, the City shall in writing authorize disbursement to the Developer from the Deposit in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information required by the City. Except as provided in this paragraph or in paragraphs 5 through 7 inclusive, the City shall not release or disburse any funds from the Deposit.
5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Deposit to complete construction of Improvements, the City may withdraw all or any part of the Deposit and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the Deposit. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City’s administration in completing the Improvements.
6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release of all funds in the Deposit, except 10% of the estimated cost of the Improvements, which shall be retained in the Deposit until final release pursuant to the next paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in paragraph 5 above for any breach of such an obligation. The release provided for in this paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after “as-built” drawings have been supplied as required.
7. **Final Release.** Upon full performance of all of Developer’s obligations pursuant to this Agreement, including the warranty obligations of paragraph 26, the City shall notify the Developer in writing of the final release of the Deposit. After giving such notice, the City shall relinquish all claims and rights in the Deposit.

8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Deposit as herein provided, and any withdrawals from the Deposit by the city shall not constitute a waiver or estoppels against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in paragraph 1 above, and the right of the City to withdraw from the Deposit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Deposit and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Deposit shall be paid by the Developer, including administrative, engineering, legal and procurement fees and costs.
9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.
10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.
11. **Ownership.** The Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City, and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.
12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Deposit until these drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.
14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient is sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as is this Agreement had been executed with the invalid portions eliminated.
17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instruments, and each such counterpart shall be deemed an original.
19. **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.
20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and

expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

- 23. **Other Bonds.** This Agreement and the Deposit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Deposit as provided herein.
- 24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.
- 25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
- 26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this paragraph. For purposes of this paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this ____ day of _____, 20__

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:

Elite Craft Homes LLC
By: Jerry Foster
Its: Managing Member

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
 : ss.
COUNTY OF Davis)

On this 6 day of November, 2017, personally appeared before me Jerry Preston who being by me duly sworn did say that he or she is the Managing Member of Elite Craft Homes, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Mechelle Roundy
NOTARY PUBLIC
Residing in Davis County, Utah



CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____

Smith Homestead
Bond Estimate
Revised 8/30/2017

Storm Drain									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
SWPPP	1	LS	\$ 4,000.00	\$ 2,500.00		0	0	0	
Detention Basin	1	LS	\$ 10,000.00	\$ 10,000.00		0	0	0	
Subtotal				\$ 12,500.00					
10% Warranty Bond				\$ 1,250.00					
Total				\$ 13,750.00					

Sanitary Sewer									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Sewer Lateral	2	EA	\$ 1,500.00	\$ 3,000.00		0	0	0	
Connect to Existing	1	EA	\$ 2,500.00	\$ 2,500.00		0	0	0	
Sewer Manhole 4'	2	EA	\$ 2,700.00	\$ 5,400.00		0	0	0	
Sewer Manhole 5'	1	EA	\$ 2,800.00	\$ 2,800.00		0	0	0	
8" SDR-35 PVC Pipe	270	LF	\$ 34.00	\$ 9,180.00		0	0	0	
Subtotal				\$ 22,880.00					
10% Warranty Bond				\$ 2,288.00					
Total				\$ 25,168.00					

Culinary Water									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Water Lateral	2	EA	\$ 1,300.00	\$ 2,600.00		0	0	0	
Fire Hydrant	1	EA	\$ 5,000.00	\$ 5,000.00		0	0	0	
Subtotal				\$ 7,600.00					
10% Warranty Bond				\$ 760.00					
Total				\$ 8,360.00					

Road Improvements									
Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%	
Clear and Grub	1	LS	\$ 500.00	\$ 500.00		0	0	0	
Rough Grade	1	LS	\$ 500.00	\$ 500.00		0	0	0	
Sawcut Asphalt	136	LF	\$ 2.00	\$ 272.00		0	0	0	
Curb and Gutter w/ Base	490	LF	\$ 18.00	\$ 8,820.00		0	0	0	
Sidewalk w/ Base	45	SF	\$ 5.00	\$ 225.00		0	0	0	
Concrete Driveway	132	SF	\$ 10.00	\$ 1,320.00		0	0	0	
3" Asphalt	5170	SF	\$ 2.10	\$ 10,857.00		0	0	0	
3" Asphalt Patch	504	SF	\$ 8.00	\$ 4,032.00		0	0	0	
Subtotal				\$ 26,526.00					
10% Warranty Bond				\$ 2,652.60					
Total				\$ 29,178.60					

Total Bond \$ 76,456.60

Cash Deposits					
Item	Quantity	Unit	Unit Cost	Bond Amount	
Slurry Seal	0	SF	\$ 0.20	\$ -	
Street Signs	0	EA	\$ 300.00	\$ -	
Street Lights	0	EA	\$ 3,200.00	\$ -	

FARMINGTON CITY



H. JAMES TALBOT
MAYOR
BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM N. MELLOR
CORY R. RITZ
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Heidi Bouck – Deputy Recorder/Business Licensing

Date: September 26, 2017

SUBJECT: **A RESOLUTION OF THE FARMINGTON CITY COUNCIL
AMENDING THE CONSOLIDATED FEE SCHEDULE OF THE
CITY TO ALLOW FOR A MINIMAL ADMINISTRATIVE
CHARGE FOR THE ISSUANCE OF A PAPER LICENSE FOR
NON-IMPACTFUL HOME OCCUPATIONS**

RECOMMENDATION

Approve the attached Resolution amending the consolidated fee schedule of the city to allow for a minimal administrative charge for the issuance of a paper license for non-impactful home occupations.

BACKGROUND

On June 20th, the City Council approved the Ordinance which changed the business license exemptions. With the new ordinance in place as per Senate Bill 81, we realized that many home businesses may need a license for a variety of different reasons. After discussions with other UBLA members and Cameron from ULCT, it was determined that cities may issue an annual administrative fee to recoup the cost of issuance. Each business owner would then be responsible to renew their license annually, as there will be no renewal reminder sent out. We are recommending that the administrative fee be \$20. A resolution needs to be passed to amend the consolidated fee schedule reflecting the changes/additions.

Respectfully Submitted

Heidi Bouck
Deputy Recorder

Review & Concur

Dave Millheim
City Manager

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF FARMINGTON CITY,
UTAH, AMENDING REGULATIONS RELATING TO BUSINESS
LICENSES FOR HOME OCCUPATIONS**

WHEREAS, Farmington City Council previously adopted Ordinance No. __ amending regulations relating to Home Occupation Businesses; and

WHEREAS, the City Council of Farmington City desires to amend those regulations to allow for the issuance of a license to Home Occupations for a minimal administrative fee;

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

Section 1: Amendment. Section 11-35-020 of the Farmington City Code is hereby amended with the addition of Subsection B to read in its entirety as set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 2: Amendment. Section 11-35-050 of the Farmington City Code is hereby amended by striking Subsection B and re-numbering the remaining subsections as set forth in Exhibit B, attached hereto and incorporated herein by reference.

Section 3: Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 4: Effective Date. The provisions of this Ordinance shall become effective immediately upon publication and/or posting of the Ordinance.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS ____ DAY OF _____, 2017.**

FARMINGTON CITY

By: _____
Mayor H. James Talbot

ATTEST:

Holly Gadd, City Recorder

Voting by the City Council:

“AYE”

“NAY”

Councilmember Bilton

Councilmember D. Anderson

Councilmember Ritz

Councilmember Mellor

Councilmember B. Anderson

Exhibit "A"

11-35-020: LICENSE REQUIRED:

A. It shall be unlawful for any person or entity to engage in a home occupation in any agricultural or residential zone without first obtaining a home occupation business license to do so from the city recorder. The procedure to be followed and applicable fees for a home occupation business license are set forth in the business licensing regulations, title 6 of this code. (Ord. 2015-16, 5-26-2015)

B. Businesses that do not have combined offsite impacts of the home based business and the primary residential use that exceed the impact of the residential use alone shall pay a licensing fee to cover the cost of issuing the license, as set forth in the City's Consolidated Fee Schedule.

Form:
0", Fir:
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Alignr
Indent

Form:
0", Fir:
Numb
Alignr
Indent

Exhibit "B"

11-35-050: **EXEMPTIONS:** The following uses are exempt from the provisions of this chapter:

A. Sale of goods or services by residents age eighteen (18) or under;

~~B. Business that do not have combined offsite impacts of the home based business and the primary residential use that exceed the impact of the residential use alone.~~

~~C.~~ B. Temporary home occupations, such as garage sales, yard sales, or craft boutiques that occur not more than four (4) times a year with each event lasting not more than seventy two (72) hours;

~~D.~~ C. Promotional meetings for the purpose of taking orders for merchandise, by invitation only, which occur not more than once each month;

~~E.~~ D. Community/neighborhood fundraisers which are sponsored and/or approved by the city;

~~F.~~ E. Other exemptions as specifically approved in writing by the city council. (Ord. 1993-44,12-8-1993)

RESOLUTION NO. 2017-

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING
THE CONSOLIDATED FEE SCHEDULE OF THE CITY TO ALLOW
FOR A MINIMAL ADMINISTRATIVE CHARGE FOR THE ISSUANCE
OF A PAPER LICENSE FOR NON-IMPACTFUL HOME OCCUPATIONS**

WHEREAS, the Utah State Legislature, during the 2017 General Session, adopted Senate Bill 81 changing regulations relating to the licensing of home occupations; and

WHEREAS, the City Council of Farmington City now desires to amend its consolidated fee scheduled to appropriately account for and to comply with the provisions of Senate Bill 81;

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

Section 1. Amendment. The Farmington City consolidated fee schedule is hereby amended by the addition of an administrative fee for non-impactful home occupation businesses, said fee to be twenty dollars (\$20) for the issuance of a license and twenty dollars (\$20) for the renewal of a license.

Section 3. Severability. If any section, clause or provision of this Resolution is declared invalid by a Court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, ON THIS ____ DAY OF _____, 2017.**

FARMINGTON CITY

ATTEST:

Mayor H. James Talbot

Holly Gadd, City Recorder

F. BUSINESS LICENSING

Timing of Payment

Payments on licensing renewals are due by January 31 of each year or at the time of a new license being issued during the year.

***Business Licensing Fees:**

Basic Business License Fee	
a. Small Commercial (under 10,000 sqft including outdoor sales area)	\$ 125.00
b. Medium Commercial (10,000 to 40,000sqft including outdoor sales area)	\$ 200.00
c. Large Commercial (over 40,000 sqft including outdoor sales area)	\$ 300.00
Home Occupation License Fee (anything requiring an annual fire inspection)	
a. Pre-school (Impactful, requires annual fire inspection)	\$ 75.00
b. Day-Care (Impactful, requires annual fire inspection)	\$ 75.00
c. Admin Fee (non-impactful per home business owner's request)	\$ 20.00
Temporary Business License Fee	\$ 50.00
Mobiles and Itinerant Business	\$ 150.00
New Location Transfer Fee	\$ 20.00
Name Change Transfer Fee	\$ 20.00
Other Licenses Transfer Fee	\$ 10.00
Duplicate License Transfer Fee	\$ 10.00
Regulatory License/Amusement Park	\$ 300.00
Regulatory License/Solicitors	\$75.00 +
	\$20.00 per solicitor
Regulatory License/Theaters	\$ 350.00
Regulatory License/Video Stores	\$ 100.00
Regulatory License/Fireworks	\$ 300.00
Beer/Liquor Class A	\$ 300.00
Beer/Liquor Class B	\$ 300.00
Beer/Liquor Class D	\$ 300.00
Special Event License	\$ 300.00
Sexually Oriented Business	\$ 800.00
Homeowner Association (HOA)	\$ 20.00

G. OTHER MISCELLANEOUS

Timing of Payment. Payment is due upon request for services.

G1. Advertising Space in City Newsletter

<u>*Large Block Advertising Space</u>	\$ 600.00
(Space measured up to 3"X5")	

CITY COUNCIL AGENDA

For Council Meeting:
October 3, 2017

S U B J E C T: Award of Bid - 2 Million Gallon Tank Project

ACTION TO BE CONSIDERED:

Approve construction services and contract for the 2 MG Tank Project to Gerber Construction for the amount of \$1,936,860.

GENERAL INFORMATION:

See enclosed staff report prepared by Chad Boshell, City Engineer.

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



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

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Chad Boshell, City Engineer
Date: October 3, 2017
SUBJECT: **APPROVE THE CONTRACTOR AND CONTRACT FOR THE 2 MG TANK PROJECT**

RECOMMENDATION

Approve construction services and contract for the 2 MG Tank Project to Gerber Construction for the amount of \$1,936,860.

BACKGROUND

The City has been in need of a new water tank to replace 2 smaller deficient tanks and increase storage capacity. There are 2 options of tank construction that the City is considering, one is convention reinforced and the other is post tensioned. Both options were bid and the City recommends constructing a post tensioned tank. On Friday the City received 6 bids for the 2 MG Tank Project as shown below:

Contractor	Conventional Bid	Post Tension Bid
Gerber Construction	\$1,971,860	\$1,936,860
Dry Creek Construction	\$1,873,815	-
FX Construction	\$1,892,440	-
Stapp Construction	2,205,100	-
ProBuild Construction	\$2,405,950	\$2,330,950
Dale Cox Construction	\$2,481,169	-

The project construction is planned to start in the middle of October and be done in May of 2018. The project will be funded with water impact fees and water utility funds. City staff recommends awarding the 2 MG Tank Project to Gerber Construction.

SUPPLEMENTAL INFORMATION

Contract

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager

DOCUMENT 00 52 00

AGREEMENT

THIS AGREEMENT is by and between Farmington City ("Owner") and Gerber Construction, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

The work is comprised of the construction of a water-tight reinforced concrete structure with a 2 million gallon capacity; valve vault with piping, valves, booster pumps, etc.; inlet/outlet piping; site work including demolition and off-site disposal of one concrete tank; grading, drain piping, asphalt, fencing, and inlet boxes. The project includes electrical connections to and electrical work associated with the valve vault, booster pumps, and telemetry wiring for a RTU.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Farmington City – 2 Million Gallon Tank

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Hansen, Allen & Luce, Inc.

3.02 The Owner has retained Hansen, Allen & Luce, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before May 4, 2018, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before July 2, 2018.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not

completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97.5 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear a maximum interest at rate of up to or equal to District's maximum interest rate, but in no case greater than 4 percent per annum.
- 7.02 All moneys held in retainage as provided in Article 6.02A of this Agreement shall be placed in an escrow account. Accrued interest shall be to the benefit of the Contractor.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance bond (pages 1 to 4, inclusive).
 - 3. Payment bond (pages 1 to 4, inclusive).
 - 4. General Conditions (pages 1 to 65, inclusive).
 - 5. Supplementary Conditions (pages 1 to 10, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 38 sheets with each sheet bearing the following general title "2 Million Gallon Tank" as listed in the Index of Drawings on Sheet G-2 of said drawings.
 - 8. Addenda (numbers 1 to 4, inclusive).
 - 9. Exhibits to this Agreement, identified as follows:
 - a. Exhibit A - Notice of Award – Document 00 51 00
 - b. Exhibit B – Notice to Proceed – Document 00 55 00
 - c. Exhibit C – Contractor's Bid (including Documentation Accompanying Bid)
 - d. Exhibit D – Insurance Certificates
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, 2017 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Farmington City

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Farmington City

720 West 100 North

Farmington, UT 84025

License No.: _____

(where applicable)

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

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

DOCUMENT 00 41 43

BID FORM

Project Identification: Farmington City – 2 Million Gallon Tank

Contract Identification and Number:

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	9/14/17
2	9/21/17
3	9/25/17
4	9/25/17

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified

in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID SCHEDULE					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization/Demobilization	LS	1	81,000.00	81,000.00
2	Construction Surveying	LS	1	5,400.00	5,400.00
3	Independent Testing Agency Services	LS	1	13,000.00	13,000.00
4	Site Preparation and Implementation of Storm Water Pollution Prevention Plan	LS	1	11,000.00	11,000.00
5	Demolition of Existing Tank and Valve Vault	LS	1	16,000.00	16,000.00
6	Site Grading, Tank Backfill, and Improvements	LS	1	307,000.00	307,000.00
7	2 MG Reinforced Concrete Water Tank (including everything within 5' of tank wall)	LS	1	1,178,000.00	1,178,000.00
8	Valve Vault, Piping & Equipment	LS	1	198,000.00	198,000.00
9	12-foot Wide Access Road	LS	1	5,000.00	5,000.00
10	15-inch HDPE Drain Pipe and Boxes	LS	1	5,800.00	5,800.00
11	4-inch Class 350 Ductile Iron Pipe	LF	42	110.00	4,620.00
12	18-inch Class 250 Ductile Iron Pipe	LF	39	260.00	10,140.00

13	6-Foot High Galvanized Chain Link Fence and Gates	LS	1	32,000.00	32,000.00
14	Electrical Work	LS	1	30,000.00	30,000.00
15	Final Grading and Backfill	LS	1	12,000.00	12,000.00
16	Landscaping and Irrigation System	LS	1	29,000.00	29,000.00
17	Removal of Temporary Access Road	LS	1	8,900.00	8,900.00
Total of All Unit Price Bid Schedule Items					\$1,946,860.00

5.02 Additive alternates will be evaluated and may be included as a part of the Base Bid

ADDITIVE ALTERNATE BID ITEMS

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
A-1	Type D115 Tank (Tendon Tank) - Alternate Adjusted price to Bid Item 7	LS	1	(10,000.00) deduct	(10,000.00)
A-2	Xypex Additive in Tank Roof Deck	LS	1	23,500.00	23,500.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

E. Contractor's License No.: 238823-5501

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____
By: _____
(Individual's signature)
Doing business as: _____

SEAL,
if required

A Partnership

Partnership Name: _____
By: _____
(Signature of general partner -- attach evidence of authority to sign)
Name (typed or printed): _____

SEAL,
if required

A Corporation

Corporation Name: Gerber Construction, Inc.
State or Jurisdiction of Incorporation: Utah
Type (General Business, Profession, Service, Limited Liability):
General Business
By: *Allen Gerber*
(Signature -- attach evidence of authority to sign)
Name (typed or printed): Allen Gerber
Title: President
Attest *Mark Nielsen*
Mark Nielsen *(Signature of Corporate Secretary)*
Date of Qualification to do business in Utah [State or other jurisdiction where
Project is located] is 10 / 23 / 1974

CORPORATE
SEAL,
If required by State

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

Bidder's Business address: 815 East 675 South

Lehi, UT 84043

Business Phone No. (801) 407-2000

Business FAX No. (801) 407-2058

Business E-Mail Address

mn@1gerber.com

State Contractor License No. 238823-5501 (If applicable)

Employer's Tax ID No. 87-0305529

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

9.02 Bid submitted on September 26, 2017.

DOCUMENT 00 45 30

LIST OF SUBCONTRACTORS

The bidder shall list below the names and business address of each subcontractor who will perform Work under this Contract in excess of five percent (0.05) of the total bid price and shall also list the portion of the work which will be done by such subcontractor. After the opening of proposals, no changes or substitutions will be allowed without the written approval of the Owner. NOTE: Attach additional sheets if required.

<u>WORK TO BE PERFORMED</u>	<u>SUBCONTRACTOR'S NAME AND ADDRESS</u>
1. <u>fencing</u>	<u>Vinyl Industries</u>
2. <u>landscaping</u>	<u>WKB Landscape</u>
3. <u>post-tensioning</u>	<u>Structural Technologies</u>
4. <u>electrical</u>	<u>Little & Sons</u>
5. _____	_____
6. _____	_____

- END OF DOCUMENT -

Proposed Suppliers

Product Supplied	Name
Rebar	Harris Rebar
Concrete	Geneva Rock
Pipe	Core and Main
Pumps	Delco Western

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**EVIDENCE OF AUTHORITY TO SIGN / ELECTION OF
A NEW OFFICER**

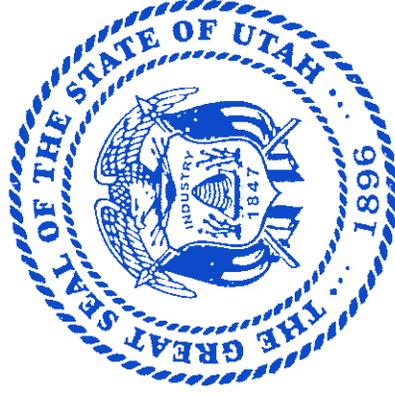
According to the corporate resolutions adopted by the Directors for Gerber Construction, Inc., at the Board of Directors Meeting held December 5th, 2013, Allen Gerber was elected President of the corporation with the authority to sign contracts and conduct such other business as necessary for the operations of the company.

Mark Nielsen
Secretary / Treasurer
GERBER CONSTRUCTION, INC.
815 East 675 South
Lehi, UT 84043

(Corporate Seal)

State of Utah
County of Utah

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE



EFFECTIVE DATE: 03/26/1999

EXPIRATION DATE: 11/30/2017

ISSUED TO:
Gerber Construction Inc
815 E 675 S
Lehi UT 84043

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

238823-5501 Contractor With LRF DBAs: None Associated

B100, E100, S260

2017

CERTIFICATE OF LICENSE

The person, firm or corporation below named is hereby granted license pursuant to the provisions of License Ordinance of Lehi City to engage in, carry on or conduct, in the City of Lehi, the business trade, calling, profession, exhibition, or advocacy described as follows:

GERBER CONSTRUCTION

815 E 675 S

LEHI UT 84043

Is licensed to do business as:
Construction/contractor/

Bert Wilson

Mayor

Marilyn Banasky

Lehi City Recorder

This certificate must be displayed in a conspicuous place



LEHI CITY

Expires: 12/31/2017

License No.: 1289

Date of Issue: 12/14/2016

Amount Paid: \$80.00



DOCUMENT 00 52 00

AGREEMENT

THIS AGREEMENT is by and between Farmington City ("Owner") and Gerber Construction, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

The work is comprised of the construction of a water-tight reinforced concrete structure with a 2 million gallon capacity; valve vault with piping, valves, booster pumps, etc.; inlet/outlet piping; site work including demolition and off-site disposal of one concrete tank; grading, drain piping, asphalt, fencing, and inlet boxes. The project includes electrical connections to and electrical work associated with the valve vault, booster pumps, and telemetry wiring for a RTU.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Farmington City – 2 Million Gallon Tank

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Hansen, Allen & Luce, Inc.

3.02 The Owner has retained Hansen, Allen & Luce, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before May 4, 2018, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before July 2, 2018.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not

completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97.5 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear a maximum interest at rate of up to or equal to District's maximum interest rate, but in no case greater than 4 percent per annum.
- 7.02 All moneys held in retainage as provided in Article 6.02A of this Agreement shall be placed in an escrow account. Accrued interest shall be to the benefit of the Contractor.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance bond (pages 1 to 4, inclusive).
 - 3. Payment bond (pages 1 to 4, inclusive).
 - 4. General Conditions (pages 1 to 65, inclusive).
 - 5. Supplementary Conditions (pages 1 to 10, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
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 - 8. Addenda (numbers 1 to 4, inclusive).
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- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

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

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, 2017 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Farmington City

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Farmington City

720 West 100 North

Farmington, UT 84025

License No.: _____
(where applicable)

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

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

DOCUMENT 00 41 43

BID FORM

Project Identification: Farmington City – 2 Million Gallon Tank

Contract Identification and Number:

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	9/14/17
2	9/21/17
3	9/25/17
4	9/25/17

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified

in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID SCHEDULE					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization/Demobilization	LS	1	81,000.00	81,000.00
2	Construction Surveying	LS	1	5,400.00	5,400.00
3	Independent Testing Agency Services	LS	1	13,000.00	13,000.00
4	Site Preparation and Implementation of Storm Water Pollution Prevention Plan	LS	1	11,000.00	11,000.00
5	Demolition of Existing Tank and Valve Vault	LS	1	16,000.00	16,000.00
6	Site Grading, Tank Backfill, and Improvements	LS	1	307,000.00	307,000.00
7	2 MG Reinforced Concrete Water Tank (including everything within 5' of tank wall)	LS	1	1,178,000.00	1,178,000.00
8	Valve Vault, Piping & Equipment	LS	1	198,000.00	198,000.00
9	12-foot Wide Access Road	LS	1	5,000.00	5,000.00
10	15-inch HDPE Drain Pipe and Boxes	LS	1	5,800.00	5,800.00
11	4-inch Class 350 Ductile Iron Pipe	LF	42	110.00	4,620.00
12	18-inch Class 250 Ductile Iron Pipe	LF	39	260.00	10,140.00

13	6-Foot High Galvanized Chain Link Fence and Gates	LS	1	32,000.00	32,000.00
14	Electrical Work	LS	1	30,000.00	30,000.00
15	Final Grading and Backfill	LS	1	12,000.00	12,000.00
16	Landscaping and Irrigation System	LS	1	29,000.00	29,000.00
17	Removal of Temporary Access Road	LS	1	8,900.00	8,900.00
Total of All Unit Price Bid Schedule Items					\$1,946,860.00

5.02 Additive alternates will be evaluated and may be included as a part of the Base Bid

ADDITIVE ALTERNATE BID ITEMS

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
A-1	Type D115 Tank (Tendon Tank) - Alternate Adjusted price to Bid Item 7	LS	1	(10,000.00) <i>deduct</i>	(10,000.00)
A-2	Xypex Additive in Tank Roof Deck	LS	1	23,500.00	23,500.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

E. Contractor's License No.: 238823-5501

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

SEAL,
if required

Doing business as:

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

SEAL,
if required

Name (typed or printed):

A Corporation

Corporation Name: Gerber Construction, Inc.

State or Jurisdiction of Incorporation: Utah

Type (General Business, Profession, Service, Limited Liability):
General Business

By: *Allen Gerber*

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Allen Gerber

Title: President

Attest *Mark Nielsen*
Mark Nielsen *(Signature of Corporate Secretary)*

CORPORATE
SEAL,
If required by State

Date of Qualification to do business in Utah [State or other jurisdiction where
Project is located] is 10 / 23 / 1974

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

Bidder's Business address: _____ 815 East 675 South

Lehi, UT 84043

Business Phone No. (801) 407-2000

Business FAX No. (801) 407-2058

Business E-Mail Address

mn@1gerber.com

State Contractor License No. 238823-5501 (If applicable)

Employer's Tax ID No. 87-0305529

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

9.02 Bid submitted on September 26, 2017.

DOCUMENT 00 45 30

LIST OF SUBCONTRACTORS

The bidder shall list below the names and business address of each subcontractor who will perform Work under this Contract in excess of five percent (0.05) of the total bid price and shall also list the portion of the work which will be done by such subcontractor. After the opening of proposals, no changes or substitutions will be allowed without the written approval of the Owner. NOTE: Attach additional sheets if required.

<u>WORK TO BE PERFORMED</u>	<u>SUBCONTRACTOR'S NAME AND ADDRESS</u>
1. <u>fencing</u>	<u>Vinyl Industries</u>
2. <u>landscaping</u>	<u>WKB Landscape</u>
3. <u>post-tensioning</u>	<u>Structural Technologies</u>
4. <u>electrical</u>	<u>Little & Sons</u>
5. _____	_____
6. _____	_____

- END OF DOCUMENT -

Proposed Suppliers

Product Supplied	Name
Rebar	Harris Rebar
Concrete	Geneva Rock
Pipe	Core and Main
Pumps	Delco Western

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**EVIDENCE OF AUTHORITY TO SIGN / ELECTION OF
A NEW OFFICER**

According to the corporate resolutions adopted by the Directors for Gerber Construction, Inc., at the Board of Directors Meeting held December 5th, 2013, Allen Gerber was elected President of the corporation with the authority to sign contracts and conduct such other business as necessary for the operations of the company.

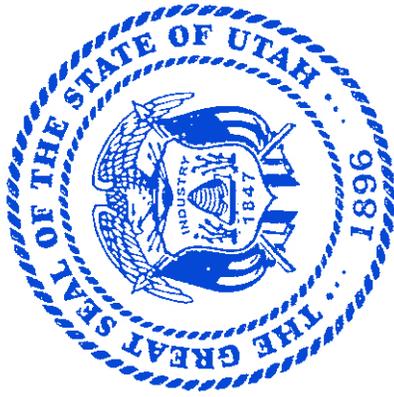
Mark Nielsen
Secretary / Treasurer
GERBER CONSTRUCTION, INC.
815 East 675 South
Lehi, UT 84043

(Corporate Seal)

State of Utah
County of Utah

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

ACTIVE LICENSE



EFFECTIVE DATE: 03/26/1999

EXPIRATION DATE: 11/30/2017

ISSUED TO:
Gerber Construction Inc
815 E 675 S
Lehi UT 84043

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

238823-5501 Contractor With LRF

DBAs: None Associated

B100, E100, S260

2017

CERTIFICATE OF LICENSE

The person, firm or corporation below named is hereby granted license (pursuant to the provisions of License Ordinance of Lehi City) to engage in, carry on or conduct, in the City of Lehi, the business trade, calling, profession, exhibition, or advocacy described as follows:

GERBER CONSTRUCTION

815 E 675 S

LEHI UT 84043

Is licensed to do business as:
Construction/contractor/

Bert Wilson

Mayor

Marilyn Banasky

Lehi City Recorder

This certificate must be displayed in a conspicuous place



Expires: 12/31/2017

License No.: 1289

Date of issue: 12/14/2016

Amount Paid: \$80.00



CITY COUNCIL AGENDA

For Council Meeting:
October 3, 2017

SUBJECT: City Manager Report

1. Farmington Rock Preference Survey
2. Fire Monthly Activity Report for August

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

FARMINGTON ROCK PREFERENCE SURVEY



NAME: _____

I AM A MEMBER OF THE FOLLOWING:

CITY COUNCIL

PLANNING COMMISSION

HISTORIC COMMISSION

INSTRUCTIONS:

Please answer each question as objectively as possible.

For each statement, circle the number of the answer that best reflects your preference.



USE THIS PHOTO TO ANSWER QUESTIONS 1-3

1. I LIKE THE ARCHITECTURE OF THIS BUILDING...

1. Strongly Agree	4. Somewhat Disagree
2. Somewhat Agree	5. Strongly Disagree
3. Neutral	

2. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...

1. Strongly Agree	4. Somewhat Disagree
2. Somewhat Agree	5. Strongly Disagree
3. Neutral	

3. THE USE OF FARMINGTON ROCK ENHANCES THIS BUILDING...

1. Strongly Agree	4. Somewhat Disagree
2. Somewhat Agree	5. Strongly Disagree
3. Neutral	



USE THIS PHOTO TO ANSWER QUESTIONS 4-6

7. I LIKE THE ARCHITECTURE OF THIS BUILDING...

1. Strongly Disagree	4. Somewhat Agree
2. Somewhat Disagree	5. Strongly Agree
3. Neutral	

8. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...

1. Strongly Disagree	4. Somewhat Agree
2. Somewhat Disagree	5. Strongly Agree
3. Neutral	

9. NOT HAVING FARMINGTON ROCK DETRACTS FROM THIS BUILDING'S AESTHETIC QUALITY...

1. Strongly Agree	4. Somewhat Disagree
2. Somewhat Agree	5. Strongly Disagree
3. Neutral	



USE THIS PHOTO TO ANSWER QUESTIONS 4-6

4. I LIKE THE ARCHITECTURE OF THIS BUILDING...

1. Strongly Disagree	4. Somewhat Agree
2. Somewhat Disagree	5. Strongly Agree
3. Neutral	

5. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...

1. Strongly Disagree	4. Somewhat Agree
2. Somewhat Disagree	5. Strongly Agree
3. Neutral	

6. NOT HAVING FARMINGTON ROCK DETRACTS FROM THIS BUILDING'S AESTHETIC QUALITY...

1. Strongly Agree	4. Somewhat Disagree
2. Somewhat Agree	5. Strongly Disagree
3. Neutral	



USE THIS PHOTO TO ANSWER QUESTIONS 10-13

10. I LIKE THE ARCHITECTURE OF THIS BUILDING...

1. Strongly Agree	4. Somewhat Disagree
2. Somewhat Agree	5. Strongly Disagree
3. Neutral	

11. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...

1. Strongly Agree	4. Somewhat Disagree
2. Somewhat Agree	5. Strongly Disagree
3. Neutral	

12. THE USE OF FARMINGTON ROCK ENHANCES THIS BUILDING...

1. Strongly Agree	4. Somewhat Disagree
2. Somewhat Agree	5. Strongly Disagree
3. Neutral	



USE THIS PHOTO TO ANSWER QUESTIONS 13-15

13. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |
14. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |
15. THE USE OF FARMINGTON ROCK ENHANCES THIS BUILDING...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |



USE THIS PHOTO TO ANSWER QUESTIONS 19-21

19. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
20. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
21. NOT HAVING FARMINGTON ROCK DETRACTS FROM THIS BUILDING'S AESTHETIC QUALITY...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |



USE THIS PHOTO TO ANSWER QUESTIONS 16-18

16. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
17. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
18. NOT HAVING FARMINGTON ROCK DETRACTS FROM THIS BUILDING'S AESTHETIC QUALITY...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |



USE THIS PHOTO TO ANSWER QUESTIONS 22-24

22. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |
23. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |
24. THE USE OF FARMINGTON ROCK ENHANCES THIS BUILDING...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |



USE THIS PHOTO TO ANSWER QUESTIONS 25-27

25. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |
26. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |
27. THE USE OF FARMINGTON ROCK ENHANCES THIS BUILDING...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |



USE THIS PHOTO TO ANSWER QUESTIONS 31-33

31. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
32. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
33. NOT HAVING FARMINGTON ROCK DETRACTS FROM THIS BUILDING'S AESTHETIC QUALITY...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |



USE THIS PHOTO TO ANSWER QUESTIONS 28-30

28. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
29. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
30. NOT HAVING FARMINGTON ROCK DETRACTS FROM THIS BUILDING'S AESTHETIC QUALITY...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |



USE THIS PHOTO TO ANSWER QUESTIONS 34-36

34. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |
35. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |
36. THE USE OF FARMINGTON ROCK ENHANCES THIS BUILDING...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |



USE THIS PHOTO TO ANSWER QUESTIONS 37-39

37. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |
38. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |
39. THE USE OF FARMINGTON ROCK ENHANCES THIS BUILDING...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |



USE THIS PHOTO TO ANSWER QUESTIONS 43-45

43. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
44. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
45. NOT HAVING FARMINGTON ROCK DETRACTS FROM THIS BUILDING'S AESTHETIC QUALITY...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |



USE THIS PHOTO TO ANSWER QUESTIONS 40-42

40. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
41. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
42. NOT HAVING FARMINGTON ROCK DETRACTS FROM THIS BUILDING'S AESTHETIC QUALITY...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |



USE THIS PHOTO TO ANSWER QUESTIONS 46-48

46. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |
47. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |
48. THE USE OF FARMINGTON ROCK ENHANCES THIS BUILDING...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |



USE THIS PHOTO TO ANSWER QUESTIONS 49-51

49. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |
50. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |
51. THE USE OF FARMINGTON ROCK ENHANCES THIS BUILDING...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |



USE THIS PHOTO TO ANSWER QUESTIONS 55-57

55. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
56. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
57. NOT HAVING FARMINGTON ROCK DETRACTS FROM THIS BUILDING'S AESTHETIC QUALITY...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |



USE THIS PHOTO TO ANSWER QUESTIONS 52-54

52. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
53. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
54. NOT HAVING FARMINGTON ROCK DETRACTS FROM THIS BUILDING'S AESTHETIC QUALITY...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |



USE THIS PHOTO TO ANSWER QUESTIONS 58-60

58. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |
59. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |
60. THE USE OF FARMINGTON ROCK ENHANCES THIS BUILDING...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |



USE THIS PHOTO TO ANSWER QUESTIONS 61-63

61. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |
62. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |
63. THE USE OF FARMINGTON ROCK ENHANCES THIS BUILDING...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |



USE THIS PHOTO TO ANSWER QUESTIONS 67-69

67. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
68. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
69. NOT HAVING FARMINGTON ROCK DETRACTS FROM THIS BUILDING'S AESTHETIC QUALITY...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |



USE THIS PHOTO TO ANSWER QUESTIONS 64-66

64. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
65. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
66. NOT HAVING FARMINGTON ROCK DETRACTS FROM THIS BUILDING'S AESTHETIC QUALITY...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |

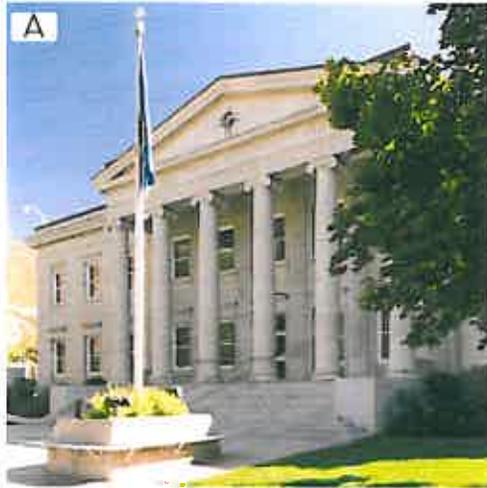


USE THIS PHOTO TO ANSWER QUESTIONS 70-72

70. I LIKE THE ARCHITECTURE OF THIS BUILDING...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
71. THIS BUILDING CONTRIBUTES TO THE COMMUNITY'S BUILT ENVIRONMENT ...
- | | |
|----------------------|-------------------|
| 1. Strongly Disagree | 4. Somewhat Agree |
| 2. Somewhat Disagree | 5. Strongly Agree |
| 3. Neutral | |
72. NOT HAVING FARMINGTON ROCK DETRACTS FROM THIS BUILDING'S AESTHETIC QUALITY...
- | | |
|-------------------|----------------------|
| 1. Strongly Agree | 4. Somewhat Disagree |
| 2. Somewhat Agree | 5. Strongly Disagree |
| 3. Neutral | |

72.

RANK THE FOLLOWING FIVE BUILDINGS, WITH 1 BEING YOUR FAVORITE AND 5 BEING YOUR LEAST FAVORITE



A ___

B ___

C ___

D ___

E ___



73. WHAT ACTION WOULD YOU LIKE STAFF TO TAKE REGARDING FARMINGTON ROCK? (CIRCLE ONE)
1. TIGHTEN UP REGULATIONS AND REQUIRE ALL NEW COMMERCIAL AND INSTITUTIONAL BUILDINGS TO HAVE FARMINGTON ROCK ON THE BUILDING
 2. LEAVE THE ORDINANCE AS IS (See Section 11-7-070(C)(1) of the Zoning Ordinance at http://www.sterlingcodifiers.com/codebook/index.php?book_id=1042)
 3. AMEND THE ORDINANCE SO THAT FARMINGTON ROCK IS ONLY REQUIRED IN CERTAIN ZONES WITHIN THE CITY
 4. ALLOW FOR MORE DISCRETION BY THE CITY TO NOT REQUIRE FARMINGTON ROCK WHEN IT MAKES SENSE (DETERMINED AT SITE PLAN)
 5. REMOVE THE FARMINGTON ROCK REQUIREMENT ALTOGETHER

ADDITIONAL COMMENTS?

PHOTO

ADDRESS

A. FARMINGTON COMMUNITY CENTER	120 S. MAIN
B. RED BARN	1200 RED BARN LANE
C. MCDONALD'S	1080 GRAND AVENUE
D. LDS WARD HOUSE	79 S. 1525 WEST
E. DMV	969 W. CLARK LANE
F. UoFU MEDICAL CENTER	165 UNIVERSITY AVENUE
G. HARMON'S	200 STATION PARKWAY
H. LEGACY EVENTS CENTER	151 S. 1100 WEST
I. KENDALL BUILDING	70 E. 100 NORTH
J. DAVIS SCHOOL ADMIN BLDG	45 E. STATE
K. DAVIS COUNTY LIBRARY	133 S. MAIN
L. ZIONS BANK	1663 N. MAIN
M. SHEPARD LANE OFFICE BUILDING	670 W. SHEPARD LANE
N. HAMPTON INN	332 PARK LANE
O. ASCENT CONSTRUCTION	310 PARK LANE
P. SMITH'S	1316 N. HWY 89
Q. CHEVRON	697 LAGOON DRIVE
R. CITY HALL	160 S. MAIN
S. MONTE VISTA SCHOOL	97 S. 200 EAST
T. LAGOON OFFICES	670 N. MAIN
U. THOMAS ARTS	240 S. 200 WEST
V. VISTA OUTDOORS	262 UNIVERSITY AVENUE
W. FOUNTAIN VIEW/TWIGS - STATION PARK	155 PROMONTORY
X. DOGroom	88 S. 200 EAST



Farmington City Fire Department

Monthly Activity Report



August 2017



Emergency Services

Fire / Rescue Related Calls: **41**
All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc...

Ambulance / EMS Related Calls: **88 / Transported 52 (59%)**
Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc...

Calls Missed / Unable to Adequately Staff: **2 (<1%)**

On-Duty Crew / Shift Dynamic Data / August 1st – 31st

Incident / On-Scene Hours / Month Total: **47 Hrs. (Approximate 189 Man Hours)**

EMS Transport / Turn-Around Hours / Month Total: **51 Hrs. (Approximate 102 Man Hours)**

Urgent EMS Related Response Times (AVG): **5.09 Min/Sec** GOAL 5 minutes or less **(+0.09)**
Urgent Fire Related Response Times (AVG): **6.03 Min/Sec** GOAL 5 minutes or less **(+1.03)**

Part-Time Man-Hours (based on the following 28-day pay range /August 4th and August 18th)

Part-Time Shift Staffing:	1,571	Budgeted 1,344	Variance + 277
Part-Time Secretary:	100	Budgeted 100	Variance + 0
Part-Time Fire Marshal:	90	Budgeted 80	Variance + 10
Part-Time Fire Inspector	0	Budgeted 50	Variance - 50
Full-Time Captains x3 & Engineers x2:	N/A	48/96 Hour Schedule	Overtime + 72
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	88	948 (YTD)	
Emergency Callbacks:	42	FIRE 10 Hrs. / EMS 32 Hrs. (YTD) 956.5	
Special Event Hours:	12	74 (YTD)	
Total PT Staffing Hours:	1,903	15,918.5 (YTD)	

Monthly Revenues & Grant Activity YTD

Ambulance (July 2017):

	Month	Calendar Year	FY 2018
Ambulance Services Billed	\$86,402.99	\$479,308.89	\$86,402.99
Ambulance Billing Collected	\$27,092.17	\$304,886.43	\$27,092.17
Variiances:	\$59,310.82	\$174,422.46	\$59,310.82

Collection Percentages 31% 64% 31%

Grants / Assistance / Donations

Grants Applied For:

NONE \$0 \$13,200 YTD

Grants / Funds Received / Donations / Awarded:

UBEMS Grant \$0 \$16,619 YTD

Scheduled Department Training (To Include Wednesday Evening Drills) & Man Hours

Officers Monthly Meeting & Training	15	
Shift Drill #1 – EMS – Head Trauma	12	
Shift Drill #2 – FIRE – Driver Operations	12	
Shift Drill #3 – EMS – Gun Shot Wound Trauma	12	
Shift Drill #4 – FIRE – Mass Decon Basics	12	
Shift Drill #5 – EMS – Bomb Blast Injuries	12	
Total Training / Actual Hours Attended:	75	1,555 HRS YTD

Fire Prevention & Inspection Activities

	QTY	
New Business Inspections:	-	
Existing Business Inspections:	-	
Re-Inspections:	-	
Fire Plan Reviews & Related:	-	
Consultations & Construction Meetings:	-	
Station Tours & Public Education Sessions:	12	77 YTD

Health, Wellness & Safety Activities

	QTY	
Reportable Injuries: Gasoline Exposure to Eyes	1	3 YTD
Physical Fitness / Gym Membership Participation %	100%	
Chaplaincy Events:	2	

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals:	1	4 YTD
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Additional Narrative:

As always, the month of August proved to be very productive with County Fair events, Station Park Concerts, various fires within the city and mutual-aid requests. Emergent EMS response times averaged five minutes and emergent Fire responses averaged 6 minutes. Two 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). Fifty-nine percent of all Ambulance calls resulted in transporting patients to hospitals. Collections of revenues continue with little predictability due to collection & mandated billing variables. FFD again responded to multiple critical incidents to include canyon rescue calls, freeway incidents and large working

fire incidents. Several of these incidents resulted in civilian casualties. Although FFD responded to multiple brush fires throughout Farmington, it would again appear our door-to-door public education campaign paid dividend. FFD was able to facilitate multiple County Fair events to include assisting the local American Legion and WFV with the Annual Flag Retirement Ceremony. FFD has also completed the in-service placement of Ballistic Protection Equipment (BPE) on 1st-due apparatuses most likely to respond to violent incidents to include Active Shooter scenarios requiring rapid life-saving treatment and rapid removal of injured civilians and law enforcement officers during such events. This Rescue Task Force (RTF) program falls in-line with the FEMA programs utilized by multiple agencies throughout the nation. FFD plans to finalize training with all Law Enforcement Agencies throughout Davis County. Note: At this time, Layton City Fire Department is the only other Fire Department with an RTF program within Davis County. FFD responded to several mutual-aid fires in the Bountiful area and above Farmington (USFA lands). Two new part-time personnel (Matt Kehn and Josh Holland) started recruit training with their respective Shift Captains. One employee suffered minor injuries after being sprayed in the eyes with gasoline. The employee in question received medical attention to include a precautionary visit to the Emergency Department. FFD has since reminded all employees to apply issued safety glasses while servicing equipment. In addition to this, an emergency eye wash station shall be placed on the east side of the station bays.



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

Respectfully,

Guido Smith
Fire Chief



- PRIDE IN FARMINGTON -

110 YEARS OF DEDICATED SERVICE 1907 - 2017



CITY COUNCIL AGENDA

For Council Meeting:
October 3, 2017

SUBJECT: Mayor Talbot & City Council Reports

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