WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be a discussion with the Davis County Commissioners regarding projects and/or questions or concerns the City Council may have. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING
NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, February 4, 2020, 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 Consideration of Amendment to Development Agreement/PMP for the Haight Creek Subdivision related to New Building Elevations

NEW BUSINESS:

7:15 Plat Amendment for Eastridge Estates Phase III

7:25 Horrocks Engineers Contract to Design the 950 North Street Project

7:30 Interlocal Agreement with Kaysville City for the 950 North Street Project

7:35 AAA Construction Contract to Construct the Continental Drive Reconstruction Project

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

7:40 Minute Motion Approving Summary Action List

1. Approval of Minutes from January 7, 2020
2. Residences of Farmington Hills (Lot 110) Water Line Agreement

GOVERNING BODY REPORTS:

7:45 City Manager Report

1. Fire Monthly Activity Report for December

7:50 Mayor Talbot & City Council Reports

1. Planning Commission Appointments

ADJOURN

CLOSED SESSION

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

DATED this 30th day of January, 2020.

FARMINGTON CITY CORPORATION

By: Holly Gadd
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 01/30/2020

CITY COUNCIL AGENDA

For Council Meeting:
February 4, 2020

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

It is request that City Councilmember Amy Shumway give the invocation to the meeting and it is requested that City Councilmember Shawn Beus lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:
February 4, 2020

PUBLIC HEARING: Consideration of Amendment to Development Agreement/PMP for the Haight Creek Subdivision related to New Building Elevations

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. Move that the City Council approve the Amended Development Agreement and Project Master Plan, namely new building elevations, subject to all applicable Farmington City development standards and ordinances and include Findings for Approval 1-4.

GENERAL INFORMATION:

See enclosed staff report prepared by Shannon Hansell, Planning and GIS Specialist.

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

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Shannon Hansell, Planning and GIS Specialist

Date: February 4, 2020

SUBJECT: **AMENDMENT TO DEVELOPMENT AGREEMENT AND PROJECT MASTER PLAN FOR THE HAIGHT CREEK SUBDIVISION RELATED TO NEW BUILDING ELEVATIONS (PMP-4-17)**

Applicant: Dallas Nicoll, Visionary Homes

RECOMMENDATION:

1. Hold a public hearing

2. Move that the City Council approve the amendment to the development agreement and project master plan, namely new building elevations, subject to all applicable Farmington City development standards and ordinances.

Findings for Approval

1. The development agreement allows for the applicant to deviate from the underlying standards of Chapter 18 that do not apply to this particular application.
2. The proposed North Station Project Master Plan was completed through a design charrette involving unanimous stakeholder consensus; Phase I is consistent with this global plan.
3. The proposed North Station Development Agreement and Project Master Plan is consistent with the stated intent and purpose of the Farmington City General Plan and Zoning Ordinance for this district.
4. The new building elevations submitted by Visionary Homes are, on average, 1.5 feet lower than the original elevations.

BACKGROUND

On September 18, 2018, the City Council approved the schematic subdivision plan, development agreement and project master plan for the North Station townhome subdivision. The North Station townhome subdivision is located on approximately nine acres between Haight's Creek,

Shepard Lane, the D&RG Trail and I-15 in an OMU (Office Mixed Use) zone. At the September 18, 2018 public hearing, citizens expressed concern over building height, among other things.

The project was previously owned by Ken Stuart of Stay Farmington, LLC, who submitted the original PMP and Development Agreement. The original PMP included the schematic plan for the North Station subdivision townhomes, and was approved by the City Council. Since then, Visionary Homes acquired the project and, after discussion, requested that building elevations be changed. The amendment considered today regards these updated building elevations.

Supplemental Information

1. Vicinity Map
2. Haight's Creek [Arrowgate] Subdivision Final Plat
3. Revised Building Elevations and Heights
4. Original Building Elevations and Heights
5. Concept Site Plan provided by Visionary Homes
6. First Amendment to Development Agreement for North Station [Arrowgate]

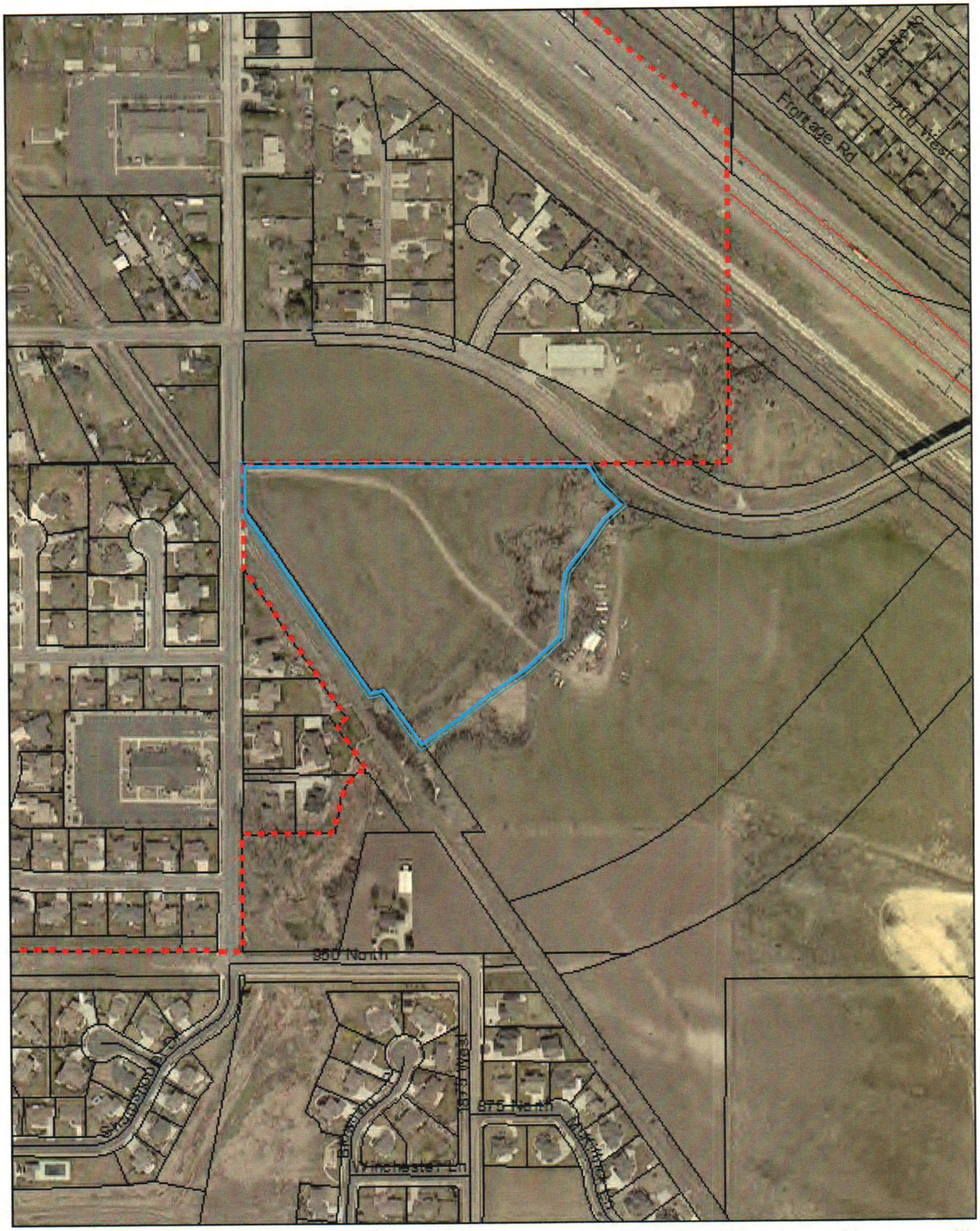
Respectfully Submitted

Shannon Hansell
Planning and GIS Specialist

Concur

Shane Pace
City Manager

Farmington City



Tuesday, February 24, 2009 10:44:54 AM
M:\Projects\Current\BaseMap.mxd

0 155 310 620 930 Feet

Haight Creek PUD Subdivision - Phase 1

A Planned Unit Development

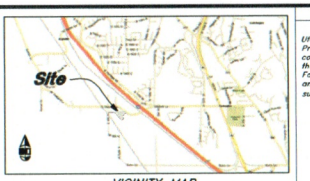
A part of the Northwest Quarter of Section 14, and the Northeast Quarter of Section 15, T3N, R1W, SLB&M

Farmington City, Davis County, Utah

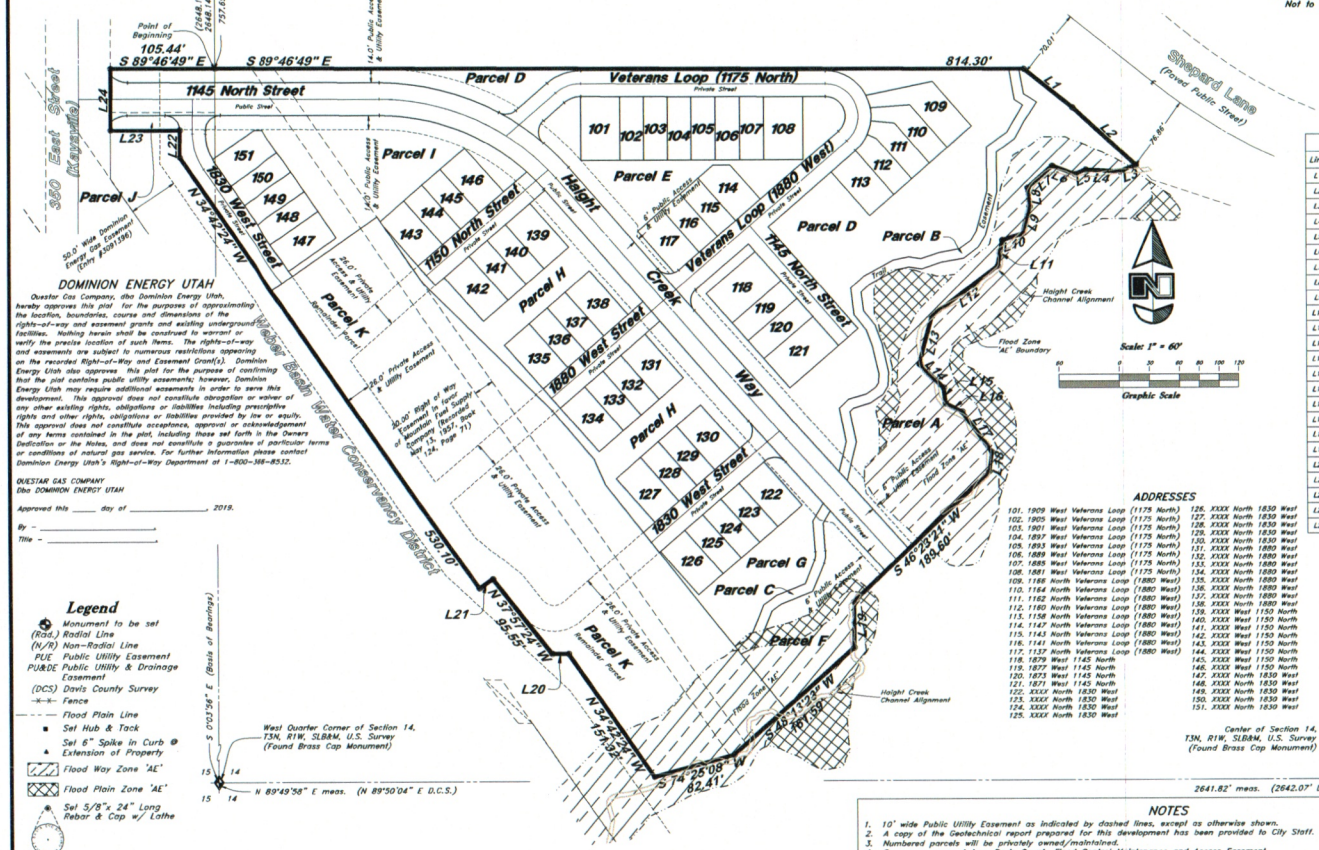
May 2019

NOTE

See Sheet 2 for Property, Parcel and Centerline Information.



VICINITY MAP
Not to Scale



LINE DATA		
Line	Bearing	Length
L1	S 50°35'20" E	61.93
L2	S 47°12'05" E	85.94
L3	S 67°29'15" W	17.46
L4	N 86°26'50" W	33.86
L5	S 66°24'01" W	11.62
L6	N 69°12'18" W	24.15
L7	S 48°22'15" W	33.00
L8	S 5°04'29" E	19.33
L9	S 14°12'08" W	27.78
L10	S 72°31'42" W	21.42
L11	S 10°12'39" W	26.24
L12	S 52°47'16" W	83.69
L13	S 14°52'38" W	49.64
L14	S 45°36'21" E	34.24
L15	S 6°58'53" E	15.75
L16	S 62°59'38" E	18.56
L17	S 35°59'26" E	50.64
L18	S 7°25'01" W	19.77
L19	S 0°19'02" W	46.41
L20	N 89°46'49" W	16.40
L21	S 55°17'36" W	16.14
L22	N 0°13'11" E	27.50
L23	N 89°46'49" W	70.00
L24	N 0°13'11" E	62.00

ADDRESSES

101. 1909 West Veterans Loop (1175 North)
102. 1905 West Veterans Loop (1175 North)
103. 1901 West Veterans Loop (1175 North)
104. 1897 West Veterans Loop (1175 North)
105. 1893 West Veterans Loop (1175 North)
106. 1889 West Veterans Loop (1175 North)
107. 1885 West Veterans Loop (1175 North)
108. 1881 West Veterans Loop (1175 North)
109. 1166 North Veterans Loop (1880 West)
110. 1164 North Veterans Loop (1880 West)
111. 1162 North Veterans Loop (1880 West)
112. 1160 North Veterans Loop (1880 West)
113. 1158 North Veterans Loop (1880 West)
114. 1147 North Veterans Loop (1880 West)
115. 1143 North Veterans Loop (1880 West)
116. 1141 North Veterans Loop (1880 West)
117. 1137 North Veterans Loop (1880 West)
118. 1879 West 1145 North
119. 1877 West 1145 North
120. 1873 West 1145 North
121. 1871 West 1145 North
122. XXXX North 1830 West
123. XXXX North 1830 West
124. XXXX North 1830 West
125. XXXX North 1830 West
126. XXXX North 1830 West
127. XXXX North 1830 West
128. XXXX North 1830 West
129. XXXX North 1830 West
130. XXXX North 1830 West
131. XXXX North 1880 West
132. XXXX North 1880 West
133. XXXX North 1880 West
134. XXXX North 1880 West
135. XXXX North 1880 West
136. XXXX North 1880 West
137. XXXX North 1880 West
138. XXXX North 1880 West
139. XXXX North 1150 North
140. XXXX North 1150 North
141. XXXX North 1150 North
142. XXXX North 1150 North
143. XXXX North 1150 North
144. XXXX North 1150 North
145. XXXX North 1150 North
146. XXXX North 1150 North
147. XXXX North 1830 West
148. XXXX North 1830 West
149. XXXX North 1830 West
150. XXXX North 1830 West
151. XXXX North 1830 West

DOMINION ENERGY UTAH

Questar Gas Company, dba Dominion Energy Utah, hereby approves this plat for the purposes of approximating the location, boundaries, course and dimensions of the rights-of-way and easement grants and existing underground facilities. Nothing herein shall be construed to warrant or verify the precise location of such items. The rights-of-way and easements are subject to numerous restrictions appearing on the recorded Right-of-Way and Easement Grant(s). Dominion Energy Utah also approves this plat for the purpose of confirming that the plat contains public utility easements; however, Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the Owners Dedication or the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information please contact Dominion Energy Utah's Right-of-Way Department at 1-800-366-8532.

QUESTAR GAS COMPANY
Dba DOMINION ENERGY UTAH

Approved this _____ day of _____, 2019.

By - _____

Title - _____

Legend

- Monument to be set
- (Rad.) Radial Line
- (N/R) Non-Radial Line
- PUE Public Utility Easement
- PU&DE Public Utility & Drainage Easement
- (DCS) Davis County Survey
- Fence
- Flood Plain Line
- Set Hub & Tack
- Set 6" Spike in Curb @ Extension of Property
- Flood Way Zone 'AE'
- Flood Plain Zone 'AE'
- Set 5/8"x 24" Long Rebar & Cap w/ Lathe

NOTES

1. 10' wide Public Utility Easement as indicated by dashed lines, except as otherwise shown.
2. A copy of the Geotechnical report prepared for this development has been provided to City Staff.
3. Numbered parcels will be privately owned/maintained.
4. Open space area A is a Davis County Flood Control Maintenance and Access Easement.
5. Open space area B to be dedicated to Farmington City for Trail Access.
6. Open Space areas C-I to be owned/maintained by HOA for open space preservation & HOA use.
7. Storm drain lines are privately owned unless otherwise specified.
8. Detention ponds will be privately owned/maintained.
9. Private Streets are public utility, and sanitary sewer easements (Central Davis Sewer District).

FLOOD PLAIN

This property lies largely within flood zone 'X' (unshaded) as shown on the FEMA Flood Insurance Rate Map for Davis County, Utah Map Number 49011C0381E dated June 18, 2007. Flood Zone X is defined as "Areas determined to be outside the 0.2% annual chance floodplain" (no shading). A smaller portion along Haight Creek lies within flood zone 'AE' which is defined as areas with base flood elevations determined, and smaller portions lie within flood zone 'X' (shaded) which is defined as "Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

GREAT BASIN ENGINEERING INC
5746 SOUTH 1475 EAST OGDEN, UTAH 84403
MAIN (801)394-4515 FAX (801)392-7544
WWW.GREATBASINENGINEERING.COM

SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6242920 in accordance with Title 58, Chapter 22, of the Professional Engineers and Professional Land Surveyors Licensing Act. I also certify that I have completed a survey of the property described hereon in accordance with Section 17-23-17 and that I have verified all measurements shown hereon this plat of Haight Creek PUD Subdivision in Farmington City, Davis County, Utah and that it has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Davis County Recorder's Office.

Signed this _____ day of _____, 2019.

TENTATIVE FINAL

6242920
License No.

Andy Hubbard

(NOT FOR RECORDING)

OWNER'S DEDICATION

We, the undersigned owners of the hereon described tract of land, hereby set apart and subdivide the same into lots, parcels and streets as shown on this plat, and name said tract Haight Creek PUD Subdivision - Phase 1 and hereby dedicate, grant and convey to Farmington City, Davis County, Utah, all those parts or portions of said tract of land designated as Public Streets, the same to be used as public thoroughfares forever, and also dedicate, grant and convey to Farmington City, Davis County, Utah, all those parts or portions of said tract of land designated as Parcels B and C, the same to be used as Public Trail Easements forever, and also dedicate to Farmington City those parts or portions of said tract of land designated as public access and utility easements, Parcels and/or Private Streets, for public utility, drainage, sanitary sewer, ingress and egress purposes as shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines, sanitary sewer lines and drainage facilities and sidewalks, as may be authorized by Farmington City.

We also dedicate to Central Davis Sewer District those parts or portions of said tract of land designated as public access and utility easements and or Private Streets the same to be used for Sanitary Sewer purpose as shown hereon, to be used for the installation, maintenance, and operation of sanitary sewer lines, as may be authorized by Central Davis Sewer District.

We also hereby dedicate, grant and convey to the Haight Creek PUD Subdivision Owners Association, all those parts or portions of said tract of land designated as Private Streets, the same to be used as private thoroughfares forever., We also dedicate, grant and convey to the Haight Creek PUD Subdivision Owners Association, all those parts or portions of said tract of land designated as Parcel A, and Parcels D though J, the same to be used as area in common for the continued use and enjoyment of the owners of the lots within this development.

Signed this _____ day of _____, 2019.

- Stay Farmington, LLC -

ACKNOWLEDGMENT

County of _____ } ss

The foregoing instrument was acknowledged before me this _____ day of _____ 2019 by _____.

Residing At: _____

State of Utah
Commission Number: _____

A Notary Public commissioned in Utah

Commission Expires: _____

Print Name

BOUNDARY DESCRIPTION

A part of the Northwest Quarter of Section 14, and the Northeast Quarter of Section 15, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Farmington City, Davis County, Utah:

Beginning at a point that is 757.69 feet South 0°03'56" East along the Section line from the Northwest corner of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence South 89°46'49" East 814.30 feet; thence South 50°55'20" East 61.93 feet; thence South 47°12'05" East 85.94 feet to the centerline of Haight creek; thence along the centerline of said Haight Creek the following twenty (20) courses: (1) South 67°29'15" West 17.46 feet, (2) North 86°26'50" West 33.86 feet, (3) South 66°24'01" West 11.62 feet, (4) North 69°12'18" West 24.15 feet, (5) South 48°22'15" West 33.00 feet, (6) South 05°04'29" East 19.33 feet, (7) South 14°12'08" West 27.78 feet, (8) South 72°31'42" West 21.42 feet, (9) South 10°12'39" West 26.24 feet, (10) South 52°47'16" West 83.69 feet, (11) South 14°52'38" West 49.64 feet, (12) South 45°36'21" East 34.24 feet, (13) South 06°58'53" East 15.75 feet, (14) South 62°59'38" East 18.56 feet, (15) South 35°59'26" East 50.64 feet, (16) South 07°25'01" West 19.77 feet, (17) South 46°23'21" West 189.60 feet, (18) South 00°19'02" West 46.41 feet, (19) South 48°13'23" West 161.59 feet and (20) South 74°25'08" West 82.41 feet; thence North 34°42'24" West 151.32 feet; thence North 89°46'49" West 16.40 feet; thence North 37°57'24" West 95.55 feet; thence South 55°17'36" West 16.14 feet; thence North 34°42'24" West 530.10 feet; thence North 00°13'11" East 27.50 feet; thence North 89°46'49" West 70.00 feet to the East Right of way line of 350 West Street thence North 0°13'11" East 62.00 feet along said East Right of way line; thence South 89°46'49" East 105.44 feet to the point of beginning.

Contains 9.3085 acres more or less

NARRATIVE

This Plat was requested by Mr. Ken Stuart of Stay Farmington, LLC for the purpose of Subdividing this parcel.

A line between monuments found in the Northwest and the West Quarter Corner of Section 14 with a bearing of S 0°03'56" E was used as the Basis of Bearings for this Plat.

Property Corners were not set at this time.

Sheet 1 of 2

FARMINGTON CITY PLANNING COMMISSION APPROVAL

Reviewed by the Farmington City Planning Commission on the _____ day of _____, 2019.

Chairperson

FARMINGTON CITY ENGINEER'S APPROVAL

Approved by the Farmington City Engineer on this _____ day of _____, 2019.

Signature

CENTRAL DAVIS SEWER DISTRICT APPROVAL

Approved by the Central Davis Sewer District on this _____ day of _____, 2019.

Signature

FARMINGTON CITY ATTORNEY'S APPROVAL

Approved by the Farmington City Attorney on this _____ day of _____, 2019.

Signature

WEBER BASIN WATER CONSERVANCY DISTRICT

Approved by the Weber Basin Water Conservancy District on this _____ day of _____, 2019.

Signature

FARMINGTON CITY COUNCIL APPROVAL

This is to certify that this plat and dedication of this plat were duly approved and accepted by the City Council of Farmington City, Utah this _____ day of _____, 2019.

Attest _____

Title _____ Mayor

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
RECORDED _____ FILED FOR RECORD AND _____ AT _____
IN BOOK _____ OF OFFICIAL RECORDS, PAGE _____ RECORDED FOR _____

DAVIS COUNTY RECORDER

BY: _____
DEPUTY

Haight Creek PUD Subdivision - Phase 1

A Planned Unit Development

A part of the Northwest Quarter of Section 14, and the Northeast Quarter of Section 15, T3N, R1W, SLB&M

Farmington City, Davis County, Utah

May 2019

18h904 - AP - Updated - 2

26'-11"
35'-0"

Building Elevations

Three Story Front and Rear Elevations

BACK ELEVATION

FRONT ELEVATION

Building Elevations

Two Story Front and Rear Elevations

BACK ELEVATION

FRONT ELEVATION

2 STORY 28' 11"

3 STORY 36' 9"

2 1/2 STORY 28' 11"

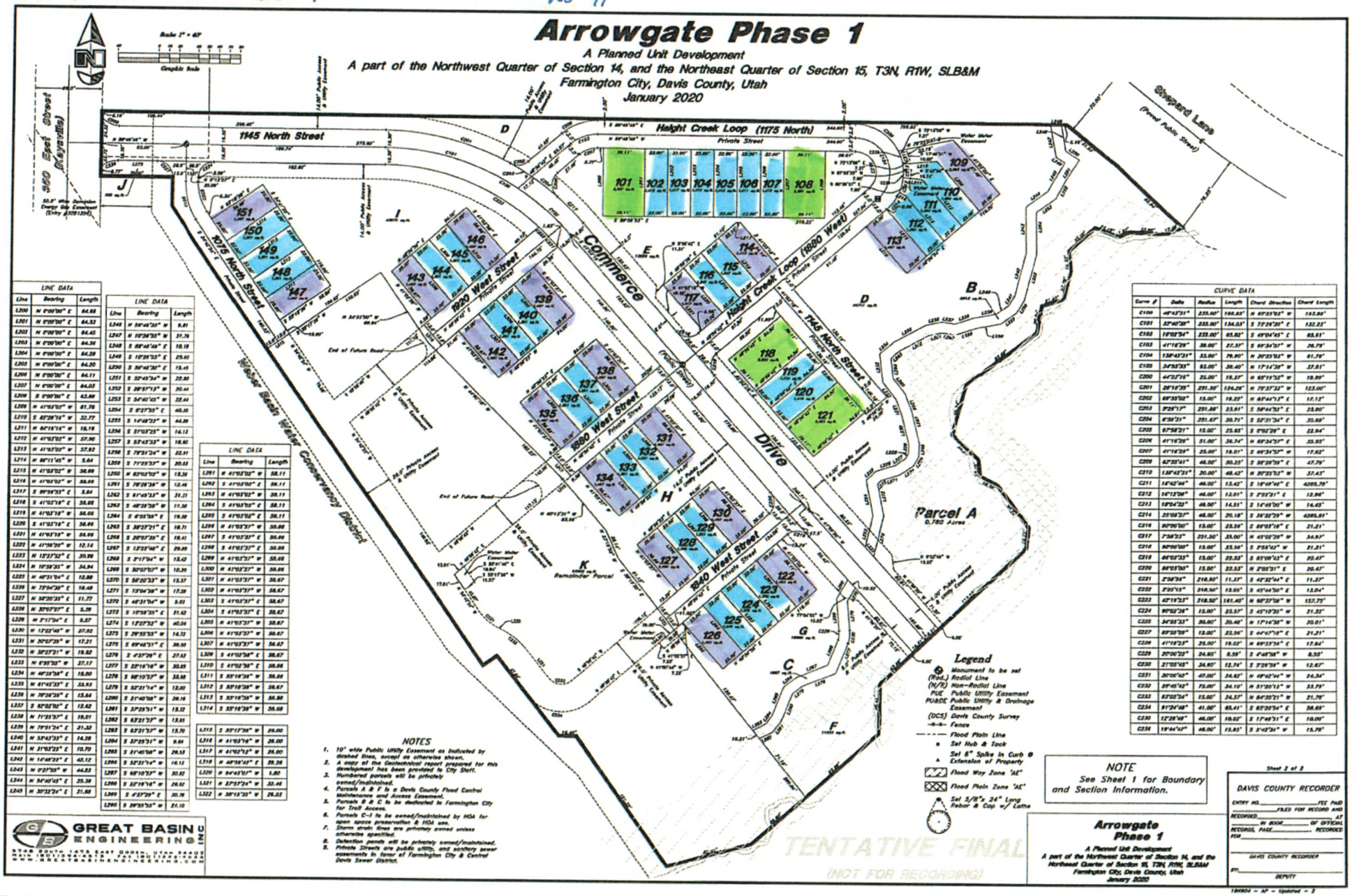
Arrowgate Phase 1

A Planned Unit Development

A part of the Northwest Quarter of Section 14, and the Northeast Quarter of Section 15, T3N, R1W, SLB&M

Farmington City, Davis County, Utah

January 2020



LINE DATA		
Line	Bearing	Length
L200	N 0°00'00" E	64.68
L201	N 0°00'00" E	64.53
L202	N 0°00'00" E	64.45
L203	N 0°00'00" E	64.36
L204	N 0°00'00" E	64.29
L205	N 0°00'00" E	64.20
L206	N 0°00'00" E	64.11
L207	N 0°00'00" E	64.03
L208	S 0°00'00" E	63.96
L209	N 41°03'02" W	61.78
L210	S 82°28'16" W	32.77
L211	N 86°16'16" W	16.16
L212	N 41°03'02" W	57.90
L213	N 41°03'02" W	57.92
L214	N 86°11'45" W	3.64
L215	N 41°03'02" W	58.00
L216	N 41°03'02" W	58.00
L217	S 89°59'53" E	3.84
L218	S 41°03'18" E	58.08
L219	N 41°03'18" W	58.08
L220	S 41°03'18" E	58.08
L221	N 41°03'18" W	58.08
L222	N 41°38'39" W	12.14
L223	N 12°27'52" E	33.98
L224	N 10°39'35" W	34.94
L225	N 46°31'04" E	12.88
L226	N 73°04'38" E	18.48
L227	N 56°20'33" E	11.77
L228	N 30°07'07" E	5.39
L229	N 2°17'04" E	8.57
L230	N 12°22'48" W	27.92
L231	N 30°07'29" W	17.21
L232	N 38°27'31" W	18.52
L233	N 6°59'30" W	27.17
L234	N 46°28'38" E	16.00
L235	N 61°45'33" E	33.93
L236	N 70°28'28" E	15.64
L237	S 82°02'02" E	12.62
L238	N 71°25'37" E	19.01
L239	N 79°31'24" E	21.32
L240	N 52°43'33" E	14.38
L241	N 31°03'23" E	10.70
L242	N 14°48'23" E	42.12
L243	N 0°27'08" W	44.23
L244	N 54°40'43" E	25.38
L245	N 30°32'24" E	31.68

LINE DATA		
Line	Bearing	Length
L246	N 56°46'30" W	9.91
L247	N 10°26'55" W	31.76
L248	S 88°46'46" E	10.18
L249	S 10°26'53" E	25.61
L250	S 56°46'30" E	15.45
L251	S 52°43'34" W	23.50
L252	S 38°57'13" W	30.44
L253	S 54°40'43" W	22.64
L254	S 0°27'30" E	40.30
L255	S 14°48'22" W	44.89
L256	S 31°03'25" W	14.13
L257	S 53°43'33" W	18.90
L258	S 79°31'24" W	22.31
L259	S 71°25'37" W	20.63
L260	N 82°02'02" W	13.26
L261	S 78°28'28" W	12.46
L262	S 61°45'33" W	31.31
L263	S 48°28'28" W	11.50
L264	S 6°59'30" E	19.00
L265	S 38°27'31" E	18.71
L266	S 20°07'29" E	19.41
L267	S 13°22'48" E	29.89
L268	S 2°17'04" W	13.43
L269	S 30°07'07" W	10.20
L270	S 56°20'33" W	15.37
L271	S 73°04'38" W	17.38
L272	S 46°31'04" W	5.03
L273	S 10°39'35" E	31.62
L274	S 12°27'52" W	40.04
L275	S 29°55'53" W	14.72
L276	S 69°46'31" E	30.50
L277	S 2°39'29" E	27.52
L278	S 22°16'16" W	30.85
L279	S 86°10'53" W	33.58
L280	S 32°31'14" W	12.00
L281	S 21°40'06" W	26.16
L282	S 32°31'14" W	13.22
L283	S 53°31'37" W	13.85
L284	S 32°28'31" W	13.70
L285	S 21°40'06" W	9.64
L286	S 21°40'06" W	29.53
L287	S 86°10'53" W	30.82
L288	S 22°16'16" W	26.02
L289	S 2°39'29" E	30.78
L290	S 29°55'53" W	21.10

LINE DATA		
Line	Bearing	Length
L291	N 41°03'02" W	58.11
L292	S 41°03'02" E	58.11
L293	N 41°03'02" W	58.11
L294	S 41°03'02" E	58.11
L295	S 41°03'02" E	58.11
L296	N 41°03'37" W	58.68
L297	S 41°03'37" E	58.68
L298	S 41°03'37" E	58.68
L299	N 41°03'37" W	58.68
L300	N 41°03'37" W	58.68
L301	N 41°03'37" W	58.67
L302	N 41°03'37" W	58.67
L303	S 41°03'37" E	58.67
L304	S 41°03'37" E	58.67
L305	N 41°03'37" W	58.67
L306	N 41°03'37" W	58.67
L307	N 41°03'37" W	58.67
L308	S 41°03'38" E	58.67
L309	S 41°03'38" E	58.68
L310	S 41°03'38" E	58.68
L311	S 55°16'38" W	58.68
L312	S 55°16'38" W	58.67
L313	S 55°16'38" W	58.68
L314	S 55°16'38" W	58.68

LINE DATA		
L315	S 55°17'38" W	26.00
L316	N 41°03'18" W	26.00
L317	N 41°03'18" W	26.00
L318	N 48°56'42" E	20.38
L320	N 84°43'07" W	1.80
L321	N 37°37'24" W	33.46
L322	N 30°11'35" W	26.03

CURVE DATA					
Curve #	Delta	Radius	Length	Chord Direction	Chord Length
C100	46°43'31"	235.00'	196.83'	N 69°23'03" W	193.08'
C101	32°40'38"	235.00'	134.03'	S 72°26'20" E	132.23'
C102	16°02'54"	235.00'	65.82'	S 49°04'45" E	65.61'
C103	41°16'29"	38.00'	27.37'	S 69°34'37" W	26.78'
C104	138°43'21"	33.00'	79.90'	N 20°23'03" W	61.78'
C105	34°55'33"	63.00'	38.40'	N 17°14'38" W	37.81'
C200	44°23'16"	25.00'	19.37'	N 63°10'32" W	18.89'
C201	28°16'35"	291.50'	134.26'	N 78°23'32" W	133.00'
C202	69°33'02"	15.00'	18.22'	N 83°44'13" E	17.12'
C203	3°28'17"	291.50'	23.61'	S 58°44'32" E	23.60'
C204	6°33'21"	291.50'	33.71'	S 52°31'34" E	33.69'
C205	97°34'21"	15.00'	25.63'	S 0°00'28" E	22.64'
C206	41°16'29"	31.00'	26.74'	N 69°34'37" E	25.93'
C207	41°16'29"	25.00'	18.01'	S 69°34'37" W	17.62'
C208	62°35'41"	46.00'	50.23'	S 38°28'39" E	47.79'
C210	138°43'21"	20.00'	48.42'	N 20°23'03" W	37.43'
C211	16°42'44"	46.00'	13.42'	S 18°49'46" E	4285.79'
C212	16°12'06"	46.00'	13.01'	S 2°33'31" E	12.96'
C213	18°04'32"	46.00'	14.51'	S 16°45'00" W	14.45'
C214	25°06'37"	46.00'	20.16'	S 36°32'39" W	4285.81'
C216	90°00'00"	15.00'	23.56'	S 86°03'18" E	21.21'
C217	7°58'23"	291.50'	23.00'	N 45°02'28" W	34.97'
C218	90°00'00"	15.00'	23.56'	S 3°56'42" W	21.21'
C219	86°02'33"	15.00'	22.53'	S 83°08'43" E	20.47'
C220	86°02'33"	15.00'	22.53'	N 2°53'51" E	20.47'
C221	2°34'36"	216.50'	11.37'	S 42°32'44" E	11.37'
C222	3°35'15"	216.50'	13.05'	S 45°44'30" E	13.04'
C223	42°19'23"	216.50'	161.40'	N 68°32'08" W	157.75'
C224	90°02'26"	15.00'	23.57'	S 43°10'35" W	21.22'
C225	34°35'33"	36.00'	20.48'	N 17°14'38" W	20.01'
C227	89°58'09"	15.00'	23.56'	S 44°47'18" E	21.21'
C228	41°16'29"	25.00'	18.02'	N 69°33'36" E	17.64'
C229	20°06'22"	24.60'	8.59'	S 4°48'38" W	8.55'
C230	21°05'45"	34.60'	12.74'	S 3°26'38" W	12.67'
C231	30°06'42"	47.00'	24.62'	N 49°42'44" W	24.34'
C232	29°45'42"	73.00'	34.10'	N 31°20'13" W	33.79'
C233	83°03'34"	15.00'	24.37'	N 84°30'21" W	21.78'
C234	91°34'48"	41.00'	65.41'	S 85°20'34" E	58.69'
C235	12°26'48"	46.00'	10.02'	S 17°46'31" E	10.00'
C236	19°44'47"	46.00'	15.85'	S 3°43'34" W	15.78'

NOTES

1. 10' wide Public Utility Easement as indicated by dashed lines, except as otherwise shown.
2. A copy of the Geotechnical report prepared for this development has been provided to City Staff.
3. Numbered parcels will be privately owned/maintained.
4. Parcels A & F to a Davis County Flood Control Maintenance and Access Easement.
5. Parcels B & C to be dedicated to Farmington City for Trail Access.
6. Parcels C-1 to be owned/maintained by HOA for open space preservation & HOA use.
7. Storm drain lines are privately owned unless otherwise specified.
8. Detention ponds will be privately owned/maintained.
9. Private Streets are public utility, and sanitary sewer easements in favor of Farmington City & Central Davis Sewer District.

NOTE
See Sheet 1 for Boundary and Section Information.

GREAT BASIN ENGINEERING INC
5748 South 1475 East Ogden, Utah 84403
Main (801) 394-4515 Fax (801) 394-1734
www.greatbasinengineering.com

Arrowgate Phase 1
A Planned Unit Development
A part of the Northwest Quarter of Section 14, and the Northeast Quarter of Section 15, T3N, R1W, SLB&M
Farmington City, Davis County, Utah
January 2020

Sheet 2 of 2

DAVIS COUNTY RECORDER
ENTRY NO. _____ FEE PAID _____
_____ FILED FOR RECORD AND RECORDED _____ AT _____ IN BOOK _____ OF OFFICIAL RECORDS, PAGE _____ RECORDED FOR _____
DAVIS COUNTY RECORDER
BY: _____
DEPUTY

1BW904 – AP – Updated – 2

904- Heights Creek\Drawings\1BW904 - AP - Updated - 3.dwg, 1/8/2020 7:35:41 AM, JHett, 1:1

2 Story 28'11'

3 story 36'9"

2½ story 28'11"

Arrowgate Phase 2

A Planned Unit Development

A part of the Northwest Quarter of Section 14, and the Northeast Quarter of Section 15, T3N, R1W, SLB&M

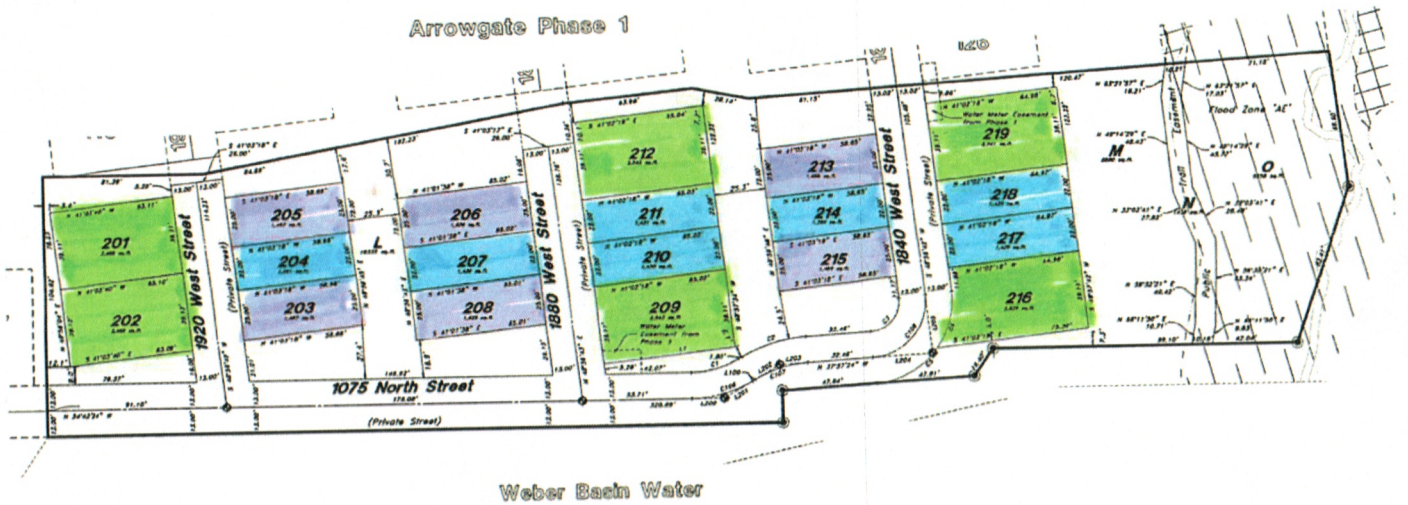
Farmington City, Davis County, Utah

January 2020

NOTE
See Sheet 1 for Boundary and Section Information.

Scale: 1" = 30'

Graphic Scale



Legend

- Monument to be set
- (Rad.) Radial Line
- (N/R) Non-Radial Line
- PUE Public Utility Easement
- PU&DE Public Utility & Drainage Easement
- (DCS) Davis County Survey
- Fence
- Flood Plain Line
- Set Hub & Tack
- Set 6" Spike in Curb @ Extension of Property
- Flood Way Zone 'AE'
- Flood Plain Zone 'AE'
- Set 5/8"x 24" Long Rebar & Cap w/ Lathe

LINE DATA		
Line	Bearing	Length
L1	N 41°02'18" W	85.01
L100	N 84°43'05" W	1.80
L200	S 34°42'24" E	16.08
L201	S 64°43'05" E	16.08
L202	S 64°43'05" E	14.27
L203	S 37°57'24" E	14.27
L204	S 37°57'24" E	29.56
L205	N 48°56'42" E	29.56

CURVE DATA					
Curve #	Delta	Radius	Length	Chord Direction	Chord Length
C1	30°00'41"	47.00'	24.62'	S 49°42'45" E	24.34'
C2	26°45'41"	73.00'	34.10'	S 51°20'15" E	33.79'
C3	93°05'54"	15.00'	24.37'	S 84°30'21" E	21.79'
C4	41°37'02"	41.00'	29.78'	N 68°45'13" E	4278.60'
C5	48°47'46"	41.00'	35.63'	S 64°32'23" E	4278.64'
C106	30°00'41"	60.00'	31.43'	N 49°42'45" W	31.07'
C107	26°45'41"	60.00'	28.02'	N 51°20'15" W	27.77'
C108	93°05'54"	26.00'	45.50'	N 84°30'21" W	40.65'

Sheet 2 of 2

NOTES

1. 10' wide Public Utility Easement as indicated by dashed lines, except as otherwise shown.
2. A copy of the Geotechnical report prepared for this development has been provided to City Staff.
3. Numbered parcels will be privately owned/maintained.
4. Parcel D is a Davis County Flood Control Maintenance and Access Easement.
5. Parcel H to be dedicated to Farmington City for Trail Access.
6. Parcels L & M to be owned/maintained by HOA for open space preservation & HOA use.
7. Storm drain lines are privately owned unless otherwise specified.
8. Detention ponds will be privately owned/maintained.
9. Private Streets are public utility, and sanitary sewer easements in favor of Farmington City & Central Davis Sewer District.

DAVIS COUNTY RECORDER

ENTRY NO._____ FEE PAID
_____ FILED FOR RECORD AND
RECORDED_____, AT
_____ IN BOOK_____ OF OFFICIAL
RECORDS, PAGE_____, RECORDED
FOR_____

DAVIS COUNTY RECORDER

BY:_____
DEPUTY

18N904 - BP

GREAT BASIN ENGINEERING INC

5746 South 1475 East Ogden, Utah 84403
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www.greatbasinengineering.com

904- Heights Creek\Drawings\18N904 - BP - Update - 3.dwg, 1/8/2020 7:36:15 AM, JFelt, 1:1

FIRST AMENDMENT
TO SUPPLEMENTAL DEVELOPMENT AGREEMENT No. 1
FOR NORTH STATION

THIS AMENDMENT TO DEVELOPMENT AGREEMENT is made and entered into as of the _____ day of _____, 2020, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City", and **STAY FARMINGTON, LLC,** a Utah Limited Liability Company, hereinafter referred to as the "Developer".

RECITALS:

I. The parties previously entered into a Supplemental Development Agreement No. 1 for North Station dated September 18, 2018 (the "Development Agreement"), and desire to amend said Development Agreement as more particularly provided herein ("Amendment to Development Agreement"); and

II. Subsequent to the approval of the Development Agreement, the City approved revised Building Elevations as part of Project Master Plan for the North Station project (the "Revised Building Elevations"), on _____ ____, 2020.

III. The parties now desire to amend the Development Agreement to incorporate the Revised Building Elevations.

AGREEMENT

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

1. The above recitals are hereby incorporated into the Amendment to Development Agreement.

2. Exhibit "B" of the Development Agreement is hereby amended by replacing the building elevations therein with the Revised Building Elevations as set forth in Exhibit "Y" attached hereto and by this reference made a part hereof.

3. Except as expressly modified herein, the parties' Development Agreement shall remain in full force and effect.

4. This Amendment to Development Agreement shall be binding upon the parties hereto and their respective heirs, agents, representatives, officers, successors and assigns.

5. This Amendment to Development Agreement may be amended only in writing signed by the parties hereto.

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

"CITY"
FARMINGTON CITY

By:_____
Mayor

ATTEST:

_____
Holly Gadd
City Recorder

"DEVELOPER"
Stay Farmington LLC

By: _____

Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2020, personally appeared before me H. James Talbot, who being by me duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Residing at:

_____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this ____ day of _____2020, personally appeared before me, _____, who being by me duly sworn, did say that (s)he is a managing member of **Stay Farmington L.L.C**, a Utah Limited Liability Company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledgment to me that said limited liability executed the same.

_____
Notary Public
Residing at:

My Commission Expires:

_____ _____

CITY COUNCIL AGENDA

For Council Meeting:
February 4, 2020

S U B J E C T: Plat Amendment for Eastridge Estates Phase III

ACTION TO BE CONSIDERED:

Move that the City Council approve the Amendment to Farmington Eastridge Estates Phase III, as requested by the property owner, subject to all applicable Farmington City Development Standards and Ordinances, and subject to Planning Commission approval of special exception and include Findings for Approval 1-3.

GENERAL INFORMATION:

See enclosed staff report prepared by Shannon Hansell, Planning and GIS Specialist.

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
SHAWN BEUS
SCOTT ISAACSON
AMY SHUMWAY
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Shannon Hansell, Planning and GIS Specialist

Date: February 4, 2020

Applicant: Jared Schmidt
EF 2013 LLC

SUBJECT: **1ST PLAT AMENDMENT— FARMINGTON EASTRIDGE ESTATES, PHASE 3 (M-1-20)**

RECOMMENDATION

Move that the City Council approve the first amendment of Farmington Eastridge Estates Phase 3, as requested by the property owner, subject to all applicable Farmington City Development Standards and Ordinances, and subject to planning commission approval of special exception.

FINDINGS FOR APPROVAL:

1. A few years ago, the City increased the required stem width from 20 feet to 28 feet to allow landscaping on both sides of a 20 foot wide driveway. A 20 foot wide driveway is required by the Fire Department. The special exception still allows for sufficient landscaping on either side of the street, with necessary driveway width.
2. Construction will continue to facilitate the development of these lots.
3. The City Council approved a request by the developer on February 4, 2020 to amend the subdivision plat subject to approval of the special exception by the Planning Commission.

BACKGROUND

A surveyor made a two foot error in staking the property corner of Lot 307 of the Farmington Eastridge Estates Phase 3 subdivision. Consequently this lot is in the wrong place. The east side property line is too close to the home and does not allow room for the planned RV pad. The developer tried to work with the owner of Lot 306, however the owner also planned an RV pad. The stem portion of flag lot, Lot 308, abuts the east side of Lot 307. As per section 12-7-030 of

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
SHAWN BEUS
SCOTT ISAACSON
AMY SHUMWAY
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

the subdivision ordinance, a flag lot stem must be at least 28 feet wide. The applicant is requesting a special exception to this ordinance

SUPPLEMENTAL INFORMATION

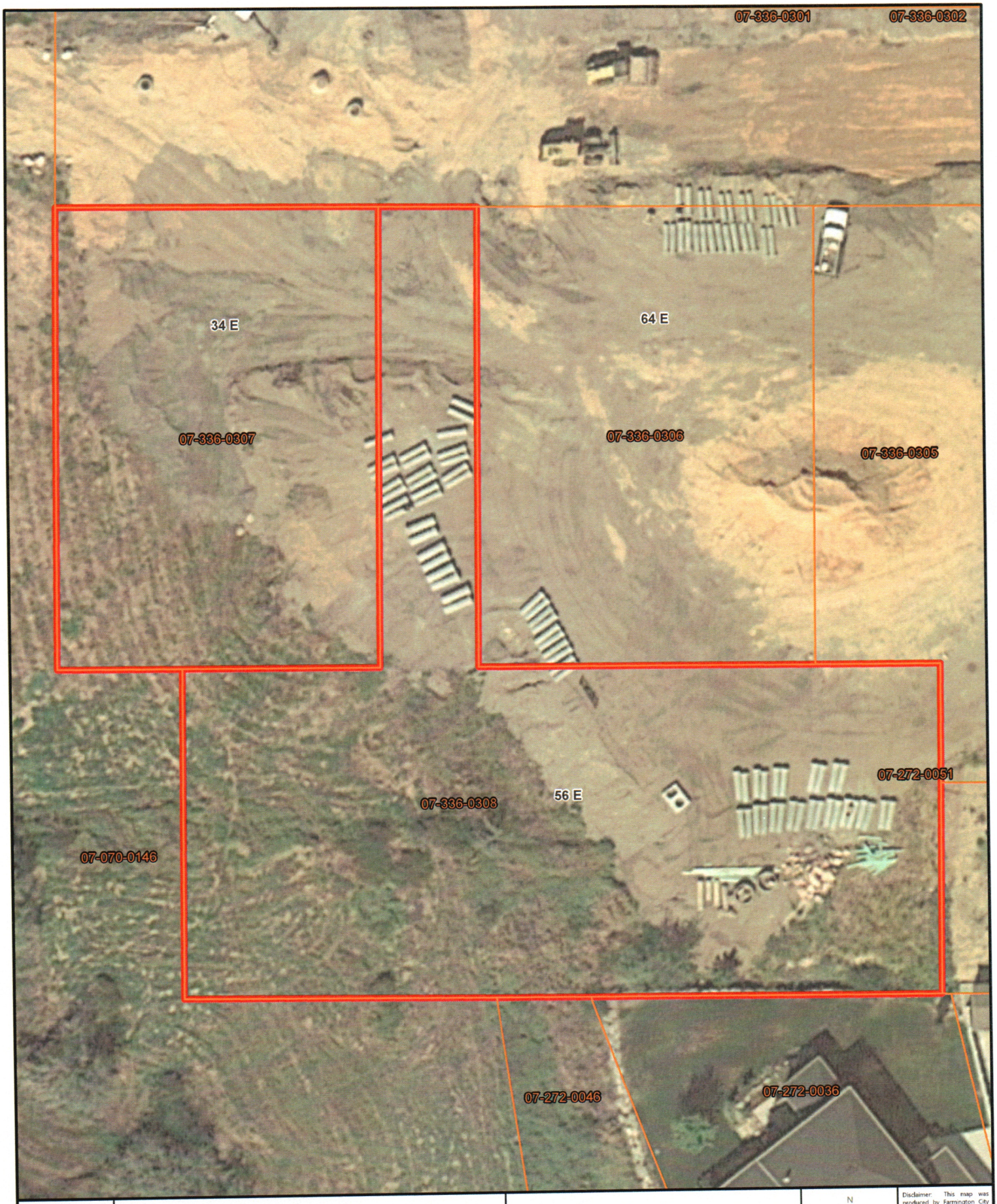
1. Vicinity Map
2. Existing Final Plat Farmington Eastridge Phase 3
3. Proposed Final Plat Farmington Eastridge Estates – Phase 3, 1st Amendment
4. Petition from Property Owner.

Respectfully Submitted

Shannon Hansell
Planning and GIS Specialist

Review & Concur

Shane Pace
City Manager



FARMINGTON

VICINITY MAP

34 E and 1500 South

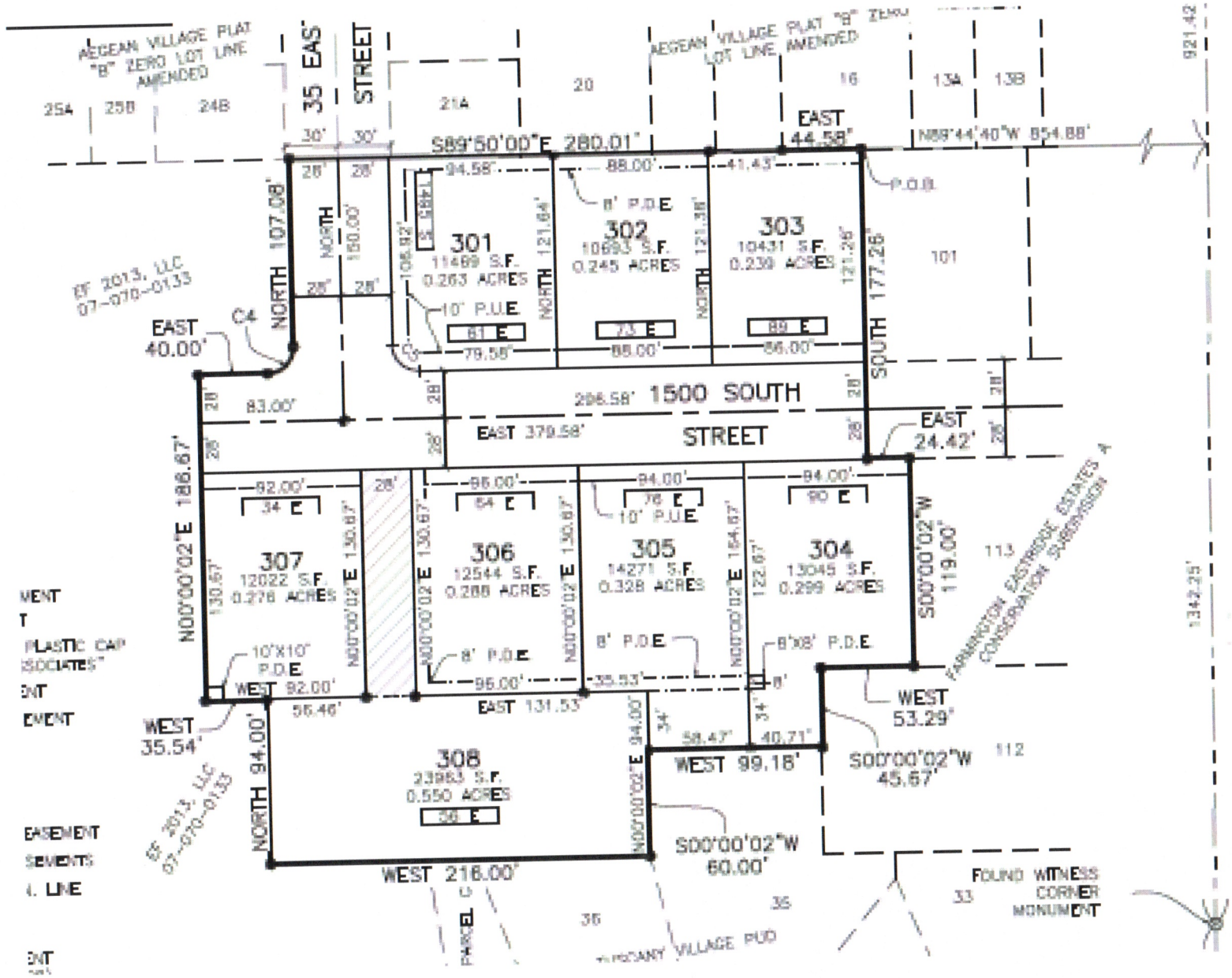
0 10 20 30 40 Feet

0 4.5 9 13.5 18 Meters

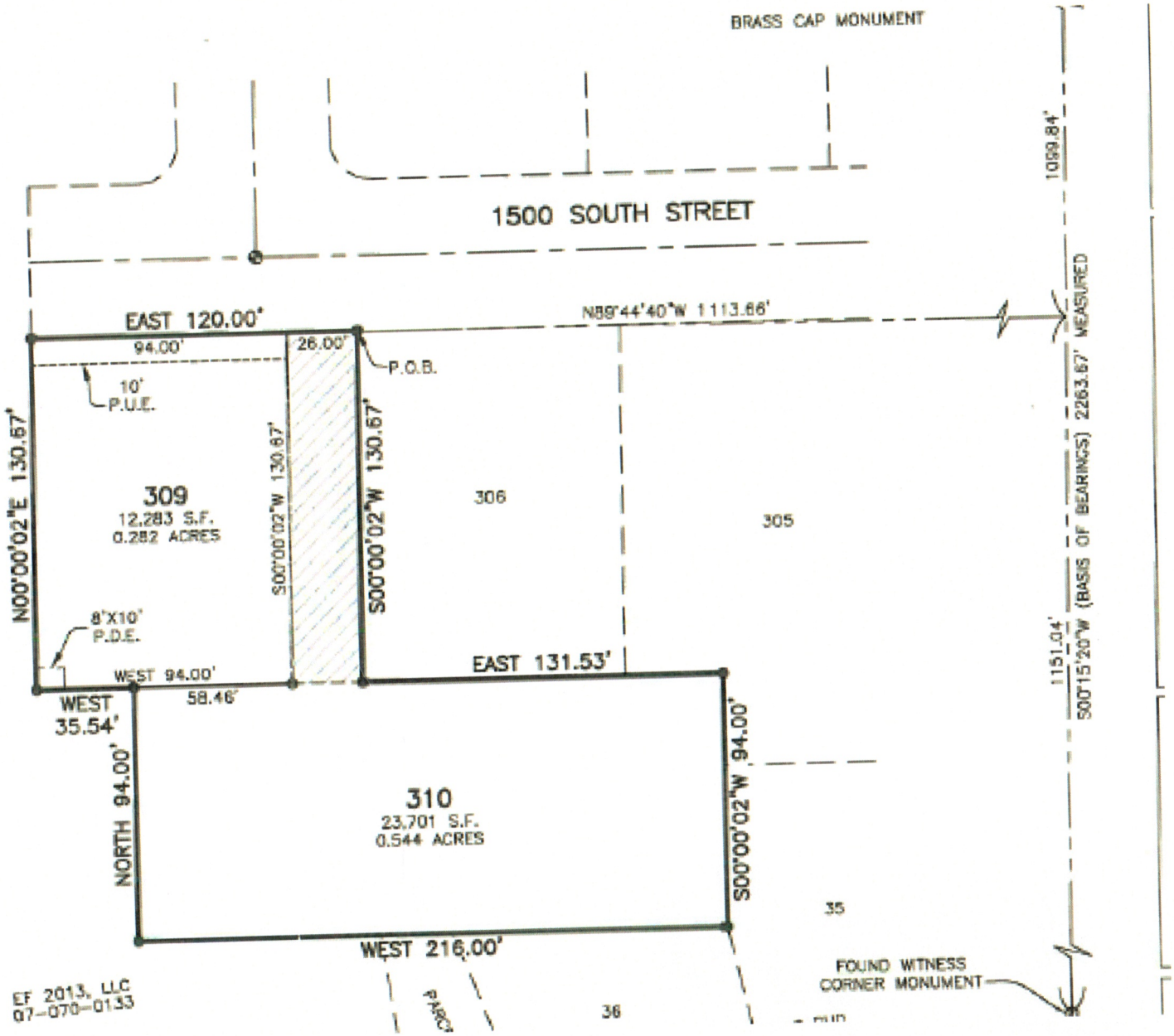
N W FC E S

Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.

FARMINGTON EASTRIDGE ESTATES PHASE 3



FARMINGTON EASTRIDGE ESTATES PHASE 3, 1st AMENDMENT



Farmington Eastridge Estates – Phase 3
Plat Amendment Petition for Lot 307 and 308

This request is to seek a plat amendment of Lots 307 and 308 of the Farmington Eastridge Estates Phase 3 final plat.

The recorded plat does not match the approved construction plans and what was constructed. The northeast corner of Lot 307, the flag staff for Lot 308 and the northwest corner of Lot 306 were shifted 2 feet to the east. The mistake was caught but only after specific homes had been designed and contracted on Lots 307 and 306. The purpose of the plat amendment is to coordinate what has and will be constructed on site to what is recorded with the county. We met with the Planning Commission during their work session on January 23, 2020 and they are favorable of approving the special request to reduce the staff width for Lot 308 from 28' to 26'. This will put what was previously known as Lot 307 at 94.00' in width and allow Lot 306 to remain 96.00' in width. Lot 307 will change to lot 309 and Lot 308 will change to 310 with this Amendment.

Approval of this Plat Amendment would be subject to the approval of the special exception for the reduction of the staff for Lot 308 being approved during the February 6, 2020 Planning Commission meeting.

Thank you for your consideration.

Owners of Farmington Eastridge Estates Phase 3 lots:

Owner's Signature: _____

Owner's Name: Rob Miller

EF 2013, LLC Date: 1-27-2020

EF 2013, LLC Contact Information

Jared Schmidt / 801-915-3222 / jschmidt@symphonyhomes.com

CITY COUNCIL AGENDA

For Council Meeting:
February 4, 2020

S U B J E C T: Horrocks Engineers Contract to Design the 950 North Street Project

ACTION TO BE CONSIDERED:

Move that the City Council approve the contract with Horrocks Engineers for the design of the 950 North Street Project in the amount of $239,900 to be paid from State and STP Funds.

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.

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
SHAWN BEUS
SCOTT ISAACSON
AMY SHUMWAY
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: February 4, 2020

SUBJECT: **CONSIDER APPROVAL OF HORROCKS ENGINEERS TO DESIGN THE 950 NORTH STREET PROJECT**

RECOMMENDATION

Approve the contract with Horrocks Engineers for the design of the 950 North Street Project in the amount of $239,900 to be paid from State and STP funds.

BACKGROUND

Farmington and Kaysville Cities have partnered to fund, design, and construct 950 North, Sunset Drive, and Angel Street to connect the western parts of these Cities with West Davis Corridor and the Shepard Lane Interchange. The Cities have obtained $6 million of State funds and just under $4 million of Federal funds, that will be converted to State funds, to design and construct this project. Horrocks Engineers was hire to prepare an environmental document and hold a public open house for these projects which was recently completed. The next step of the project is to design, purchase ROW, and prepare bid documents. At our request Horrocks Engineers has provided the City with proposal to perform the work. With the work Horrocks has already done, is doing on the WDC, and proposes to do City staff recommends approving the contract with Horrocks Engineers to design the project. Attached is the contract between the City, Kaysville City, and Horrocks.

SUPPLEMENTAL INFORMATION

1. Contract

Respectively Submitted

Chad W. Boshell

Chad Boshell, P.E.
City Engineer

Reviewed and Concur

Shane E. Pace

Shane Pace
City Manager

4905 South 1500 West, Suite 100
Riverdale, Utah 84405
www.horrocks.com

HORROCKS
ENGINEERS

Tel: 801.621.1025
Fax: 801.763.5101
In state toll free: 800.662.1644

December 9, 2019

Chad Boshell, P.E.
Farmington City Engineer
Josh Belnap, P.E.
Kaysville City Engineer

Subject: Proposal for Preliminary Design (60%) and Final Design Construction Plans for (950 North/2350 South) Major Collector and Angel Collector Street

Dear Chad & Josh:

It has been our pleasure to prepare the preliminary plans (30%), prepare an environmental document, and hold a public open house for the shared Farmington/Kaysville project. Thank you for the opportunity to continue to work with both Cities to prepare this scope and fee for the final design plans of these facilities.

The future 950 North/2350 South road will be located between the future I-15/Shepard Lane Interchange and West Davis Corridor Interchange in Farmington and Kaysville. Angel Street will be located in Kaysville City between 950 North/2350 South and Western Drive. The new roads will be designed to follow the design concepts as discussed in our Environmental public open house. The new roads are vital components to the transportation plans for each of these communities and provides connectivity to help facilitate future access to the two (2) new future interchanges.

Horrocks is a 50-year local Civil Engineering firm that brings to Farmington and Kaysville a complete, and experienced local consulting design team to provide survey; road design, utility and storm drain design, structural engineering, right-of-way document preparation, acquisition and public involvement, and project management. Horrocks is teaming with GeoStrata for Geo-technical testing, and pavement design.

Our proposal provides the available services and fees to complete Preliminary Design (60%) and Final Construction Plans. If the City is interested, we can also provide an estimate for Horrocks to assist the Cities with the acquisition of the parcels impacted for the new road. Please see our attached scope and fee estimate for these services.

Thank you for the opportunity to submit this proposal and would be happy to answer any questions that you have. We look forward to working with Farmington and Kaysville City's for the design of these projects.

Sincerely,

James Woodruff

James 'Woody' Woodruff, PE
Project Manager
801-633-1168

Project Purpose

The purpose of this project is to provide an adequate transportation connection to Farmington City and Kaysville City. This new road will also provide a connection between West Davis Corridor and I-15. Due to the immediate and future regional growth, these new road connections will help distribute local travel in Kaysville and Farmington and reduce congestion on local streets. There is also an opportunity to provide trail connections between the current DR&GW Rail Trail and the future West Davis Corridor Trail.

Approach

Horrocks Engineer's will approach the Farmington/Kaysville Road project as follows:

- Team Approach to collaborate and communicate effectively with UDOT, Farmington City, and Kaysville City, CDSD and other 3rd party stakeholders and meeting bi-weekly through the design process.

- Develop a safe transportation road design that will enhance and promote pedestrian, bicycle and vehicle safety.

- Incorporate City and Community design features to enhance proposed roadway, trail and amenities associated with the improvements.

Proposed Project Schedule

Horrocks knows the Goal of this project is to have a design completed and ready for construction before the contractor is selected for the West Davis Corridor project. In our conversations with UDOT, this is projected to begin late in the year 2020. See proposed schedule below:

Project Year 2020

Task Description	December	January	February	March	April	May	June	June	July	August	September	October
(Project Schedule)												
NTP												
Team Coordination Meeting												
Design Alternatives for Intersections												
Preliminary Design Drawings (50%)												
Final Design Construction Drawings												
Bid Package												
Pre-Bid Meeting, Advertisement, Bid Opening												
Permits, ROW, Easements												
Project Construction (Begin Fall 2020)												

Project Tasks

Task A - Prepare Control and Topography Survey for Angel Street

Horrocks Engineers will complete the survey with a Boundary and Topography Survey work of approximate 29 acres along the future Angel Street design. This task will include:

- Research of recorded documents including deeds, subdivision plats, surveys and monument information.
- Fieldwork locating existing visible features pertaining to the right-of-way including fences, walls, walks, monuments, occupation lines and structures within 10 feet of the future right-of-way line.
- Locate all features pertaining to topography, major improvements, visible utilities, existing grade, drainage features, drip edges of trees and natural ground.
- Drafting to prepare an exhibit of parcels effected by the future right-of-way.
- Two legal descriptions per property effected.

Estimated Fee $35,000

Task B - Geotechnical Investigation and Pavement Design

Horrocks will team with GeoStrata, the Geotechnical Engineer to perform 14 exploratory boreholes, 7-field DCP (dynamic cone penetration) test for the field investigation, and laboratory testing and pavement design for the proposed project.

Estimated Fee $13,000

Task C - Preliminary Road & Utility Design (60%)

We propose the following task to prepare and design the plan and profile of the roads, utilities and appurtenances in Auto-CAD format for the project:

1) Meetings & Coordination with City, UDOT, CDSD
2) Coordination with Shepherd Lane Project
3) Coordination with West Davis Corridor Design
4) Prepare 60% Preliminary Design - Plan & Profile
5) Prepare Design Alternatives for Intersection of Angel St. & 950 North
6) Prepare Design Alternatives for Intersection of Sunset Dr. & Angel St.
7) ROW - prepare legal for parcels and exhibits
8) Utilities- Coordination with CDSD, Weber Basin, City Utilities, and other Dry Utilities
9) D&RGW Rail Trail Coordination & Design (UTA)
10) Prepare Plan & Profile Drawings for Drainage & Storm Runoff Calculations
11) Prepare Plan & Profile Drawings for Other Utilities (water, etc.)
12) Bair Creek HEC Modeling
13) Bair Creek Box Culvert Design
14) Prepare Street Light Design
15) Prepare Signage and Striping Plan
16) Prepare Environmental Mitigation Plan
17) Prepare Pedestrian Crossing Studies
18) Landscaping Design
19) Details for Preliminary Drawings

Deliverables will include a 11"x17" Preliminary Design Plan set and electronic version in PDF format at 40 scale containing the following: Cover sheet, Legend and contacts, General & Construction Notes, Horizontal Control, Survey control, Sheet cross reference, Demolition Plan, Typical sections, Roadway plan and profiles, 20 scale containing design alternatives for intersections, Utility Plan and Profiles, Storm Runoff Calculations, Bair Creek HEC Modeling, Bair Creek Box Culvert Design, Signage and Striping Plan, Environmental Mitigation Plan, Trail Design & Connections, Signalized Pedestrian Crossing Design, Landscaping Design and Details (as needed)

Estimated Fee $79,000

Task D - Final Road Design and Construction Drawings

We propose the following task to prepare and design the Final Road Design and Construction drawings and appurtenances in Auto-CAD format for the project:

1) Meetings & Coordination with City, UDOT, CDSD
2) Coordination with Shepherd Lane Project
3) Coordination with West Davis Corridor Design
4) Prepare Final Design Construction Plans - Plan & Profile
5) Final Design for Intersection of Angel St. & 950 North
6) Final Design for Intersection of Sunset Dr. & Angel St.
7) Final ROW - prepare legal' for parcels and exhibits
8) Final Utilities- Coordination with CDSD, Weber Basin, City Utilities, Dry Utilities
9) Final D&RGW Rail Trail Coordination & Design (UTA) File Permits
10) Prepare Final Plan & Profile Drawings for Drainage & Storm Runoff Calculations
11) Prepare Final Plan & Profile Drawings for third Party Utilities (water, etc.)
12) Final Bair Creek Box Culvert Design & Coordinate Permits
13) Prepare Final Street Light Design
14) Prepare Final Signage and Striping Plan
15) Prepare Final Environmental Mitigation Plan, 404 & Stream Alteration Permits
16) Prepare Final Landscaping & Irrigation Plan Design
17) Prepare Final Details for Construction Drawings

Deliverables will include a 11"x17" Final Design Construction Plan set and electronic version in PDF format at 40 scale containing the following: Cover sheet, Legend and contacts, General & Construction Notes, Horizontal Control, Survey control, Sheet cross reference, Demolition Plan, Typical sections, Roadway plan and profiles, 20 scale containing design alternatives for intersections, Utility Plan and Profiles, Storm Runoff Calculations, Bair Creek HEC Modeling, Bair Creek Box Culvert Design, Signage and Striping Plan, Environmental Mitigation Plan, Trail Design & Connections, Signalized Pedestrian Crossing Design, Landscaping Design and Details (as needed)

Estimated Fee $106,000

Task E – Bid Preparation and Pre-Construction Meeting

Horrocks Engineers will prepare the following:

- Engineering Construction Estimate
- Prepare Construction Bid Documents Package
- Hold Pre-Bid Construction Meeting
- Address Request for Clarification
- Prepare Addendum for Bid Package
- Consult with City for Contractor Selection

Estimated Fee $6,900

Summary Fee Schedule

Task A	Control & Topographic Survey	$ 35,000
Task B	Geo-Technical Testing and Design	$ 13,000
Task C	Preliminary Road Design (60%)	$ 79,000
Task D	Final Road Construction Design	$ 106,000
Task E	Bid Preparation and Pre-Construction Meeting	$ 6,900
Task F	ROW Acquisition (Optional)	TBD

Any services required beyond the scope as outlined herein or changes to the project that will substantially affect the design of the project will be performed at an additional negotiated fee or on a (T&M) time and material basis in accordance with the attached fee schedule.

If you are in agreement with this proposal, please sign and email back at your earliest convenience. We will forward to you a contract to be reviewed and approved by your City. Please feel free to call with any questions at 801-633-1168.

Contract Authorization

X _____ X _____
Kaysville City Date

X _____ X _____
Farmington City Date

HORROCKS ENGINEERS

Farmington/Kaysville
950 North/2350 S & Angel Street Project
Design Engineering Services

Phase and Task #s	Subtask #s	TEAM MEMBER			Woody Woodruff	Kevin Croshaw	Jeff Mortimer	Scott Newin	Cal Malunda	Ashley Dowell	Jordan Sheets	Patrick Stewart	Justin Smith	Trevor Price	Zack Hulsey	Carly Nielsen	Ryan Pitts	Nathan Clarke	Terry Johnson	Jens Hurst	Zach Scott
		ROLE			Project Manager	Project Engineer	Design Engineer	Traffic Lead	Traffic Field Tech	Lighting	Independent Technical Review	Engineer	Designer Technician	Engineer	Designer-Drafter	Design Engineer	Senior Enviro Specialist	Enviro Design	Enviro Specialist	Structures Engineer	Landscape Architect
		BILLING RATE			$167	$123	$94	$86	$61	$198	$182	$167	$110	$123	$85	$94	$182	$94	$152	$138	$135
C		950 North & Angel Street Preliminary 60% Design Plans																			
		Meetings & Coordination with City, UDOT, CDSD	10	$1,450.00	5	5															
		Coordination with Shepherd Lane Project	10	$1,450.00	5	5															
		Coordination with West Davis Corridor Design	12	$1,652.00	4	8															
		Prepare 60% Preliminary Design - Plan & Profile	176	$19,422.00	8	20					8		60		50	30					
		Design Alternatives for Intersection of Angel St. & 950 North	64	$4,958.00	2	8	10	20	20						4						
		Design Alternatives for Intersection of Sunset Dr. & Angel St.	64	$4,958.00	2	8	10	20	20						4						
		ROW - prepare legals for parcels and exhibits	17[illegible]	$1,889.00	2									5		10					
		Utilities- Coordination with CDSD, Weber Basin, City Utilities, Dry Utilities	15	$2,505.00	5							10									
		D&RGW Rail Trail Coordination & Design	25	$2,725.00	5										10	10					
		Plan & Profile for Drainage and Storm Calculations	47	$5,029.00	2								20	5		20					
		Plan & Profile Other Utilities (water, etc.)	27	$3,654.00	2							10	15								
		Bair Creek HEC Modeling	36	$3,602.00	1									5		30					
		Bair Creek Box Culvert Design	31	$3,812.00	1								15	5						10	
		Street Light Design	30	$3,280.00						10					20						
		Signage and Striping Plan	34	$3,332.00		4									20	10					
		Environmental Mitigation	25	$3,370.00													5	10	10		
		Ped Crossing Designs	58	$4,643.00		4	9	10	15						10	10					
		Landscaping Design	30	$4,050.00																	30
		Preliminary Design Details	32	$3,081.00		2									15	15					
		Subtotal		$78,862.00																	
D		950 North & Angel Street Final Design Construction Plans																			
		Meetings & Coordination with City	16	$2,320.00	8	8															
		Coordination with Shepherd Lane Project	6	$826.00	2	4															
		Coordination with West Davis Corridor Design	6	$826.00	2	4															
		Prepare Final Design Construction Plans - Plan & Profile	170	$10,496.00	4	16					20		60		40	30					
		Final Design for Intersection of Angel St. & 950 North (Roundabout)	120	$13,090.00	2	10	30				8		40		30						
		Final Design Alternatives for Sunset Dr. & Angel St. (Roundabout)	120	$13,090.00	2	10	30				8		40		30						
		ROW - prepare legals for parcels and exhibits	2	$334.00	2																
		Utilities- Coordination with CDSD, Weber Basin, City Utilities, Dry Utilities	15	$2,505.00	5							10									
		D&RGW Rail Trail Coordination & Design	10	$1,670.00	10																
		Final Plan & Profile Design for Storm Drain, Utilities	37	$6,959.00	2							10	30	5		10					
		Coordination with 3rd Party Utilities	2	$334.00	2																
		Bair Creek Box Culvert Design	54	$6,907.00	1								16	10		5				20	
		Street Light Design & Details	60	$6,550.00						20					30	10					
		Signage and Striping Plan & Details	37	$3,789.00	2	5									20	10					
		Environmental Mitigation	45	$5,830.00													5	20	20		
		Ped Crossing Studies	28	$2,148.00	2	2	2	10	10				2								
		Landscaping & Irrigation Design	120	$16,200.00																	120
		Details for Construction Drawings	28	$2,852.00	2	2									16	8					
		Subtotal		$105,326.00																	
E		Bid Preparation & Pre-Construction Meeting																			
		Engineerings Estimate	16	1,766.0	2.0	2.0								2.0		10.0					
		Prepare Bid Package	29	2,935.0	2.0	2.0									5.0	20.0					
		Hold Pre-Bid Meeting	5	674.0	2.0	2.0										1.0					
		RFC/Addendums	14	1,520.0	2.0	2.0										10.0					
		Subtotal		6,895.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
		TOTALS			59.0	66.5	45.5	59.0	65.0	30.0	44.0	40.0	300.0	37.0	304.0	243.0	10.0	30.0	30.0	30.0	150.0
		TOTALS			8,350.0	8,179.5	4,277.0	3,986.0	3,315.0	4,140.0	8,008.0	6,680.0	33,000.0	4,531.0	25,840.0	23,486.0	1,820.0	2,820.0	4,560.0	4,140.0	20,250.0

CITY COUNCIL AGENDA

For Council Meeting:
February 4, 2020

S U B J E C T: Interlocal Agreement with Kaysville City for the 950 North Street Project

ACTION TO BE CONSIDERED:

Move that the City Council approve the Interlocal Cooperation Agreement with Kaysville City for the 950 North Street Project.

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.

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
SHAWN BEUS
SCOTT ISAACSON
AMY SHUMWAY
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: February 4, 2020

SUBJECT: **CONSIDER APPROVAL OF AN INTERLOCAL COOPERATION AGREEMENT WITH KAYSVILLE CITY FOR THE 950 NORTH STREET PROJECT**

RECOMMENDATION

Approve the Interlocal Cooperation Agreement with Kaysville City for the 950 North Street Project.

BACKGROUND

Farmington and Kaysville Cities have partnered to fund, design, and construct 950 North, Sunset Drive, and Angel Street to connect the western parts of these Cities with West Davis Corridor and the Shepard Lane Interchange. The Cities have obtained $6 million of State funds and just under $4 million of Federal funds, that will be converted to State funds, to design and construct this project. An environmental study has been completed, the next step of the project is to design, purchase ROW, and prepare bid documents before constructing the project. The agreement outlines the work to be completed, project design administration, project phasing, invoicing, timelines and use of funds.

City staff recommends approving the agreement with Kaysville so that the project can move forward. Attached is the agreement between the City and Kaysville.

SUPPLEMENTAL INFORMATION

1. Interlocal Cooperation Agreement

Respectively Submitted

Chad W. Boshell

Chad Boshell, P.E.
City Engineer

Reviewed and Concur

Shane E. Pace

Shane Pace
City Manager

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (the "Agreement") is entered into by and between **FARMINGTON CITY**, a municipal corporation of the State of Utah ("Farmington") and **KAYSVILLE CITY**, a municipal corporation of the State of Utah ("Kaysville"). Farmington and Kaysville may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. Farmington and Kaysville are public agencies as defined by the Utah Interlocal Cooperation Act *Utah Code Ann.*, Section 11-13-101 et seq. (the "Interlocal Act") and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act authorizes a city to share its tax and other revenues with other cities.

B. Farmington and Kaysville previously submitted a joint grant application for Federal Surface Transportation Funding ("STP") to the Wasatch Front Regional Council ("WFRC") seeking an allocation from that fund, for the improvement of 950 North Street from the West Davis Corridor right of way to the Denver and Rio Grande Western trail, Sunset Drive from 950 North to the intersection of Sunset Drive and Shepard Lane and Angel Street from the south end of the currently existing street to the intersection of Sunset Drive and Shepherd Lane (the "Project"). Based on the joint grant applications, the Parties were awarded a grant in the amount of $4.3 million from WFRC. The parties are currently working with the Utah Department of Transportation ("UDOT") to bring these funds within UDOT's jurisdiction to support the efficient administration of the Project. The parties anticipate the entry of an agreement with UDOT to support the funding of the Project under State-administered rules and that grant funding will be paid to Kaysville and the design and construction of the Project will be administered by Farmington. The STP funds are subject to a required match of $291,175.60 from the parties.

C. During the 2018 General Session, the State Legislature passed SB 136 which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes.

D. The Davis County Commission has imposed the .25% increase in the County sales tax. Davis County has determined that the joint project to build the contemplated street improvements will be a regional benefit and has committed to provide a reimbursement of 70%, up to $101,255 for the Project, with any expenditures exceeding the $101,255 coming from the Cities. The parties anticipate that this funding will cover the costs of the required Environmental Assessment which has been completed cooperatively and that any remaining funds will be utilized for construction of the Project.

E. The Utah State Legislature, during the 2019 General Session, allocated $6 million dollars in State Transportation Funding for the construction of the project. Funding has been received by Farmington and has been allocated by Farmington for completion of the Project.

F. The acquired and committed funding is estimated to be sufficient to first construct the improvements related to 950 North and Sunset Drive, but a gap currently exists on the estimated total to also complete the Angel Street portion, which is estimated to require an additional $2,000,000 in funding. The parties jointly have committed to put any excess funds from the construction of the 950 North and Sunset Drive Improvements towards the Angel Street Improvements and have further committed to jointly seek the remaining funding needed to fully fund the Angel Street Improvement. In order to decrease unnecessary delays to the construction of the 950 North and Sunset Drive Improvements, the parties have agreed to divide the construction of the Project in to two phases, as necessary, with 950 North and Sunset Drive being constructed first and the Angel Street Improvements being constructed in a second phase, to be constructed as soon as the remaining funding is acquired (or as part of phase one if funding and schedule permit at such a time).

G. Farmington and Kaysville now desire to enter into this Agreement to provide for the design and construction of the Project, with the Project to be administered by Farmington but jointly funded by the Parties from the above-referenced grants, for the regional benefit of the citizens of Davis County and, specifically, for the residents of Farmington and Kaysville.

AGREEMENT

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

Section 1. Environmental Assessment. The cities have jointly issued a Request for Proposals ("RFP") from interested, able applicants to perform a state level environmental assessment of the proposed Project, specifically to include construction of the street improvements, including all necessary utilities and side treatments, for 950 North from the West Davis Corridor to the future intersection of 950 North and Commerce Drive, and for Sunset Drive from the existing intersection of Shepard Lane and Sunset Drive to 950 North, and Angel Street from the end of the south end of the existing street to the intersection of Sunset Drive and Shepard Lane. The Assessment work was awarded to Horrocks Engineering and has been completed. Costs of the assessment shall be shared equally by the parties, including the costs of the required "match" from the parties.

Section 2. Project Design Administration. The Parties agree that Farmington shall act as the primary Project Administrator for the design and construction Project. Farmington shall contract with the contractor(s) for the design and construction of the necessary roadway improvements. Kaysville and Farmington shall work together on design and construction as well as the approval of any procurement related documents for the Project and in the selection of contractors for the design and/or construction of the Project. Neither party's approvals shall be unreasonably withheld, conditioned or delayed. Notwithstanding the Parties agreement that Farmington shall

act as the Project Administrator for the design and construction of the Project, the Parties agree that all costs relating to the Project shall be shared equally. The Parties further acknowledge that the STP funds require a "local match" of 14.75%, totaling approximately $291,175.60, which will be shared proportionately; each party's proportionate share being based on the percentage of improvement cost located in each City's boundary to the total Project cost. The parties have agreed to utilize funding allocated by the State legislature as referenced in Recital C, above, to satisfy the match requirement of the STP funding.

Section 3. Project Phasing. The parties agree that if the funding for 950 North, Sunset Drive and Angel Street is not available by the time of awarding the bid, the Project shall be divided in to two (2) phases with the construction of 950 North and Sunset Drive as the first phase, and the construction of Angel Street as the second phase. The parties note specifically that the phased construction of Project is to facilitate construction on an accelerated timeline and eliminate unnecessary delays, with the joint pursuit of funding necessary to complete the second phase. If phasing is required, Farmington shall act as the Project Administrator for the first phase. Farmington agrees that any contract it shall enter for design and construction of the Project shall provide for and accommodate an assignment of the Project Administration function to Kaysville for the second phase.

Section 4. Invoices. Farmington shall send monthly invoices from the Contractor related to the Project to Kaysville. Provisions of this Agreement relating to invoices for the work are set forth in Section 7, below. Any disputes regarding completed work or invoices shall be handled by the joint administrators of this Agreement appointed by the Parties. Farmington shall be responsible for submitting reimbursement requests to UDOT and shall provide copies and evidence of reimbursements received from UDOT to Kaysville.

Section 5. Time for Performance. Parties acknowledge that funds for the Project from Davis County have a termination date of December 31, 2024, plus applicable extension periods. The Parties acknowledge that time is of the essence and the Parties agree to use their best efforts to assure the Project is completed within the funding time established for receipt of funds from all the funding sources.

Section 6. Representations and Warranties.

6.1 Parties' Representations and Warranties. The Parties hereby represent, covenant, and warrant to each other as follows:

(a) Use of County Transportation Funds. Any County Transportation Funds disbursed to Farmington or Kaysville by the County have been or will be used by the cities: (1) solely to reimburse costs actually incurred by the cities for the Project; and (2) in accordance with applicable federal, state and local laws, rules and regulations. Both parties shall be responsible to assure that the approved design and construction elements are consistent with and in compliance with the terms of the Interlocal Agreement between Farmington and the County.

(b) Use of Federal Surface Transportation Funds. The parties agree that Federal Surface Transportation Funds shall be disbursed to Farmington for the Project shall be used by Farmington solely for the Project and shall be utilized in a manner which is consistent and in compliance with all the terms and conditions of the awarded grant and consistent with the joint grant application submitted by the Parties.

(c) Use of State Funds. Any state funds committed to the Project shall be administered and used as contemplated herein, and to the extent there are excess funds after the construction of 950 North and Sunset Drive, the excess shall be utilized for the construction of the Phase 2 improvements.

(d) Effect of Invoice. Each invoice from Farmington shall constitute a representation and warranty that the information set forth in such invoice is true and correct.

Section 7. Payments.

7.1 Conditions for Payment of Invoices. Kaysville will not be obligated to pay any invoices to Farmington to cover any Project costs unless and until all funding sources have been fully and completely exhausted:

7.2 Sharing of Information.

(a) In General. Farmington agrees to respond in a timely manner to any reasonable requests made by Kaysville for additional information relating to any invoice. Farmington shall submit copies of its invoices to UDOT at the same time reimbursement is requested.

Section 8. Covenants and Agreements.

8.1 Indemnification and Liability.

(a) Liability. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and the applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable Law.

(b) Indemnification. Farmington agrees to indemnify, hold harmless, and defend Kaysville, *its* officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) Farmington's breach of this Agreement; (ii) any acts or omissions of or by Farmington, its agents, representatives,

officers, employees, or subcontractors in connection with the performance of this Agreement; (iii) breach of any condition of receipt for the Federal Surface Transportation grant funds and/or (iv) any claims or damages resulting from the construction, maintenance or conditions of the improvements within Kaysville's corporate boundaries. Farmington agrees that its duty to defend and indemnify Kaysville under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against Kaysville for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of Kaysville. Farmington further agrees that its indemnification obligations in this Section 8.1(b) will survive the expiration or termination of this Agreement.

(c) Indemnification. Kaysville agrees to indemnify, hold harmless, and defend Farmington, *its* officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) Kaysville's breach of this Agreement; (ii) any acts or omissions of or by Kaysville, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; (iii) breach of any condition of receipt for the Federal Surface Transportation grant funds and/or (iv) any claims or damages resulting from the construction, maintenance or conditions of the improvements within Kaysville's corporate boundaries. Kaysville agrees that its duty to defend and indemnify Farmington under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against Farmington for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of Farmington. Kaysville further agrees that its indemnification obligations in this Section 8.1(c) will survive the expiration or termination of this Agreement.

(d) Each party agrees that upon completion of the Project, each party shall be responsible for the improvements located within their own jurisdiction, and neither party will be responsible for the improvements located in the other party's jurisdiction.

8.2 Recordkeeping. Farmington agrees to maintain its books and records in such a way that any funds received from Kaysville will be shown separately on Farmington's books. Farmington shall maintain records adequate to identify the use of the funds received from Kaysville for the purposes specified in this Agreement. Upon request of Kaysville, Farmington shall make its books and records related to the Project available to Kaysville at reasonable times.

8.3 Assignment and Transfer of County Transportation Funds. Neither party shall assign or transfer its obligations under this Agreement nor its rights to the grant funds received under this Agreement without prior written consent from the other party. Both parties shall use the funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

Section 9. Defaults and Remedies.

9.1 Event of Default. Failure of either Party to comply with any of the material terms,

conditions, covenants, or provisions of this Agreement that is not fully cured by the breaching Party on or before the expiration of a sixty (60) day period (or, if the non-defaulting Party approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the non-defaulting Party's written notice to the defaulting Party of the occurrence thereof shall constitute an Event of Default.

9.2 Remedies in the Event of Default. Upon the occurrence of any Event of Default, the non-defaulting Party may, in its sole discretion, and in addition to all other remedies conferred upon the non-defaulting Party by law or equity or other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other.

(a) Withhold further payment of funds; and/or

(b) Reduce the amount of any future payment of funds by the amount incurred by the non-defaulting Party to cure such default; and/or

(c) Terminate this Agreement.

Section 10. Miscellaneous

10.1 Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the Farmington Mayor and the Kaysville Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act. Voting of the Farmington Mayor and the Kaysville Mayor shall be based on one vote per Party.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

(g) Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.

(h) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.

10.2 Term of Agreement. This Agreement shall take effect immediately upon the completion of the following (a) the approval of the Agreement by the governing bodies of Farmington and Kaysville, including the adoption of any necessary resolutions or ordinances by Farmington and Kaysville authorizing the execution of this Agreement by the appropriate person or persons for Farmington and Kaysville, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon final acceptance of the completed improvements and the expiration of any contractual warranties of the Contractor. Grant funds remaining after completion of the Project may be utilized by Farmington or Kaysville respectively for any qualifying purpose.

10.3 Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of Farmington or Kaysville that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, either party may terminate this Agreement without liability or penalty, effective upon written notice to the other party.

10.4 Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows (or to such other address that may be designated by the receiving party from time to time)

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

With a copy to:	Todd J. Godfrey Hayes Godfrey Bell, PC 2118 East 3900 South. Suite 300 Holladay. UT 84124
If to Kaysville:	Kaysville City, City Manager 23 East Center Street Kaysville, Utah 84037
With a copy to:	_____ _____ _____ _____

10.5 Ethical Standards. The Parties each represent that they have not (a) provided an illegal gift in connection with this Agreement to any officer or employee of the other party, or former officer or employee of the other party, or to any relative or business entity of an officer or employee of the other party, or relative or business entity of a former officer or employee of the other party; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State law or its own ordinances; or (d) knowingly influenced, and hereby promise that they will not knowingly influence, in connection with this Agreement, any officer or employee or former officer or employee of the other party to breach any of the ethical standards set forth in State law or their own ordinances.

10.6 Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

10.7 Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by both Parties.

10.8 Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Davis, State of Utah.

10.9 No Obligations to Third Parties. The Parties agree that Farmington's obligations under this Agreement are solely to Kaysville and that Kaysville's obligations under this Agreement are solely to Farmington. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

10.10 Agency. No officer, employee, or agent of Farmington or Kaysville is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. Farmington and Kaysville will each be solely and entirely responsible for its acts and for the acts of its officers, employees or agents during the performance of this Agreement.

10.11 No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

10.12 Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

10.13 Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

ATTEST:

CITY OF FARMINGTON
a Utah municipal corporation

By:_____
Holly Gadd, City Recorder

By:_____
H. James Talbot, Mayor

APPROVED AS TO FORM:

By:_____
City Attorney

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of July, 2019, H. James Talbot, the Mayor of Farmington City, personally appeared before me and duly acknowledged to me that he executed the same on behalf of the City.

_____
Notary Public

My commission expires:
_____

Residing at:
_____

ATTEST:

KAYSVILLE CITY
a Utah municipal corporation

By:_____
Annemarie Plaizier, City Recorder

By:_____
Katie Witt, Mayor

APPROVED AS TO FORM:

By:_____
City Attorney

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of July, 2019, Katie Witt, the Mayor of Kaysville City, personally appeared before me and duly acknowledged to me that she executed the same on behalf of the City.

_____
Notary Public

My commission expires:
_____

Residing at:
_____

CITY COUNCIL AGENDA

For Council Meeting:
February 4, 2020

S U B J E C T: AAA Construction Contract to Construct the Continental Drive Reconstruction Project

ACTION TO BE CONSIDERED:

Move that the City Council approve the contract and bid with AAA Construction for the construction of the Continental Drive Reconstruction Project in the amount of $433,882 to be paid from the storm drain, water, and street utility funds.

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.

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
SHAWN BEUS
SCOTT ISAACSON
AMY SHUMWAY
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: February 4, 2020

SUBJECT: **CONSIDER APPROVAL OF AAA CONSTRUCTION TO CONSTRUCT THE CONTINENTAL DRIVE RECONSTRUCTION PROJECT**

RECOMMENDATION

Approve the contract and bid from AAA Construction for the construction of the Continental Drive Reconstruction Project in the amount of $433,882 to be paid from the storm drain, water, and the street utility funds.

BACKGROUND

The City received 7 bids for the Continental Drive Reconstruction Project ranging from $433,882 to $755,950. The project will abandon the existing waterline in Continental from 82 East to 200 East and install a new water main and laterals. A new storm drain line will also be installed to tie in missing links and put the storm water under ground and off the street. The road, which needs to be reconstructed, will then be milled and paved with new asphalt. The project is to be paid from water, storm drain, and street utility funds. Currently there is enough budgeted for the water portion but a budget amendment will be needed to allocate an additional $45,000 from the storm drain fund. City staff will monitor the street portion of the project with our current budgeted and contracted streets maintenance project to adjust projects and funds to accommodate the additional funds needed. City staff recommends awarding AAA Construction the project. Attached is the contract between the City and the Contractor to do the work.

SUPPLEMENTAL INFORMATION

1. Bid Summary
2. Contract

Respectively Submitted

Chad W. Boshell

Chad Boshell, P.E.
City Engineer

Reviewed and Concur

Shane E. Pace

Shane Pace
City Manager

FARMINGTON CITY

Continental Drive Reconstruction Project

1/21/2020

Bid Tabulation

Item	Description	Unit	Quantity	AAA Excavation		Ormand Construction		Great Basin		Post Asphalt		Geneva Rock		Allied Undergound Technology		Beck Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	LS	1	$ 20,726.00	$ 20,726.00	$ 39,500.00	$ 39,500.00	$ 36,482.00	$ 36,482.00	$ 32,000.00	$ 32,000.00	$ 31,000.00	$ 31,000.00	$ 64,985.00	$ 64,985.00	$ 18,500.00	$ 18,500.00
2	Traffic Control	LS	1	$ 4,500.00	$ 4,500.00	$ 6,500.00	$ 6,500.00	$ 6,600.00	$ 6,600.00	$ 15,000.00	$ 15,000.00	$ 6,200.00	$ 6,200.00	$ 29,986.00	$ 29,986.00	$ 25,000.00	$ 25,000.00
3	Furnish and Install 8" C-900 PVC DR 14	LF	980	$ 48.90	$ 47,922.00	$ 74.72	$ 73,225.60	$ 62.00	$ 60,760.00	$ 95.00	$ 93,100.00	$ 67.00	$ 65,660.00	$ 52.71	$ 51,655.80	$ 100.00	$ 98,000.00
4	Furnish and Install 15" RCP Type III	LF	1220	$ 56.50	$ 68,930.00	$ 65.91	$ 80,410.20	$ 73.00	$ 89,060.00	$ 93.50	$ 114,070.00	$ 93.00	$ 113,460.00	$ 84.92	$ 103,602.40	$ 107.00	$ 130,540.00
5	Connect to Existing 8" Waterline	EA	5	$ 3,252.00	$ 16,260.00	$ 1,518.80	$ 7,594.00	$ 4,312.00	$ 21,560.00	$ 3,150.00	$ 15,750.00	$ 2,700.00	$ 13,500.00	$ 3,282.00	$ 16,410.00	$ 700.00	$ 3,500.00
6	Connect to Existing 8" Gate Valve	EA	1	$ 3,186.00	$ 3,186.00	$ 1,118.80	$ 1,118.80	$ 2,541.00	$ 2,541.00	$ 2,385.00	$ 2,385.00	$ 415.00	$ 415.00	$ 809.00	$ 809.00	$ 800.00	$ 800.00
7	Furnish and Install 8" 22.5° Bend	EA	2	$ 404.00	$ 808.00	$ 548.20	$ 1,096.40	$ 639.00	$ 1,278.00	$ 750.00	$ 1,500.00	$ 775.00	$ 1,550.00	$ 783.00	$ 1,566.00	$ 1,180.00	$ 2,360.00
8	Furnish and Install 8" 45° Bend	EA	2	$ 413.00	$ 826.00	$ 552.66	$ 1,105.32	$ 643.00	$ 1,286.00	$ 750.00	$ 1,500.00	$ 780.00	$ 1,560.00	$ 987.00	$ 1,974.00	$ 1,365.00	$ 2,730.00
9	Furnish and Install 8" Tee	EA	3	$ 655.00	$ 1,965.00	$ 820.86	$ 2,462.58	$ 1,088.00	$ 3,264.00	$ 1,500.00	$ 4,500.00	$ 1,090.00	$ 3,270.00	$ 1,391.00	$ 4,173.00	$ 3,000.00	$ 9,000.00
10	8" Gate Valve	EA	7	$ 1,380.00	$ 9,660.00	$ 1,673.42	$ 11,713.94	$ 1,847.00	$ 12,929.00	$ 1,800.00	$ 12,600.00	$ 1,680.00	$ 11,760.00	$ 1,406.00	$ 9,842.00	$ 3,950.00	$ 27,650.00
11	Remove and Dispose of Existing Valve	EA	4	$ 200.00	$ 800.00	$ 250.00	$ 1,000.00	$ 700.00	$ 2,800.00	$ 750.00	$ 3,000.00	$ 350.00	$ 1,400.00	$ 2,013.00	$ 8,052.00	$ 1,250.00	$ 5,000.00
12	Cap and Block Existing 8" Waterline	EA	5	$ 543.00	$ 2,715.00	$ 224.57	$ 1,122.85	$ 522.00	$ 2,610.00	$ 850.00	$ 4,250.00	$ 760.00	$ 3,800.00	$ 704.00	$ 3,520.00	$ 2,100.00	$ 10,500.00
13	Connect to Existing Combination Box	EA	1	$ 675.00	$ 675.00	$ 950.00	$ 950.00	$ 1,247.00	$ 1,247.00	$ 2,500.00	$ 2,500.00	$ 1,660.00	$ 1,660.00	$ 2,205.00	$ 2,205.00	$ 2,800.00	$ 2,800.00
14	Remove and Replace Curb and Gutter	LF	580	$ 29.00	$ 16,820.00	$ 31.50	$ 18,270.00	$ 40.00	$ 23,200.00	$ 45.00	$ 26,100.00	$ 32.00	$ 18,560.00	$ 102.16	$ 59,252.80	$ 56.00	$ 32,480.00
15	Remove and Dispose of Existing Concrete Flatwork	SF	1500	$ 2.00	$ 3,000.00	$ 1.75	$ 2,625.00	$ 8.00	$ 12,000.00	$ 2.00	$ 3,000.00	$ 0.95	$ 1,425.00	$ 4.68	$ 7,020.00	$ 2.50	$ 3,750.00
16	Remove and Dispose of Existing Dip Stone Outlet	EA	1	$ 1,750.00	$ 1,750.00	$ 2,500.00	$ 2,500.00	$ 1,160.00	$ 1,160.00	$ 750.00	$ 750.00	$ 500.00	$ 500.00	$ 1,860.00	$ 1,860.00	$ 1,000.00	$ 1,000.00
17	Install new 3/4" Poly Service Lateral	EA	16	$ 1,180.00	$ 18,880.00	$ 1,458.04	$ 23,328.64	$ 1,850.00	$ 29,600.00	$ 1,900.00	$ 30,400.00	$ 2,100.00	$ 33,600.00	$ 3,468.00	$ 55,488.00	$ 2,675.00	$ 42,800.00
18	Remove and Replace Setter and Meter Box	EA	16	$ 1,301.00	$ 20,816.00	$ 858.52	$ 13,736.32	$ 1,026.00	$ 16,416.00	$ 1,200.00	$ 19,200.00	$ 4,900.00	$ 78,400.00	$ 968.00	$ 15,488.00	$ 2,215.00	$ 35,440.00
19	Furnish and Install Combination Box	EA	7	$ 4,528.00	$ 31,696.00	$ 6,198.10	$ 43,386.70	$ 6,629.00	$ 46,403.00	$ 6,200.00	$ 43,400.00	$ 6,700.00	$ 46,900.00	$ 6,148.00	$ 43,036.00	$ 7,775.00	$ 54,425.00
20	Furnish and Install 60" Manhole	EA	3	$ 2,535.00	$ 7,605.00	$ 2,496.18	$ 7,488.54	$ 3,525.00	$ 10,575.00	$ 3,200.00	$ 9,600.00	$ 4,400.00	$ 13,200.00	$ 4,340.00	$ 13,020.00	$ 5,250.00	$ 15,750.00
21	Furnish and Install 3'X2' Catch Basin	EA	7	$ 1,735.00	$ 12,145.00	$ 1,960.22	$ 13,721.54	$ 2,203.00	$ 15,421.00	$ 2,600.00	$ 18,200.00	$ 3,825.00	$ 26,775.00	$ 2,839.00	$ 19,873.00	$ 4,475.00	$ 31,325.00
22	Remove and Dispose of Existing Fire Hydrant	EA	1	$ 500.00	$ 500.00	$ 675.00	$ 675.00	$ 500.00	$ 500.00	$ 750.00	$ 750.00	$ 1,000.00	$ 1,000.00	$ 1,309.00	$ 1,309.00	$ 1,450.00	$ 1,450.00
23	Furnish and Install New Fire Hydrant	EA	2	$ 4,860.00	$ 9,720.00	$ 5,229.44	$ 10,458.88	$ 5,788.00	$ 11,576.00	$ 5,600.00	$ 11,200.00	$ 6,670.00	$ 13,340.00	$ 7,871.00	$ 15,742.00	$ 10,250.00	$ 20,500.00
24	Saw Cut Asphalt (3")	LF	550	$ 0.80	$ 440.00	$ 1.50	$ 825.00	$ 2.00	$ 1,100.00	$ 2.00	$ 1,100.00	$ 3.60	$ 1,980.00	$ 0.99	$ 544.50	$ 2.50	$ 1,375.00
25	Mill Existing Asphalt (3")	SF	44500	$ 0.27	$ 12,015.00	$ 0.39	$ 17,355.00	$ 0.33	$ 14,685.00	$ 0.36	$ 16,020.00	$ 0.70	$ 31,150.00	$ 0.56	$ 24,920.00	$ 0.50	$ 22,250.00
26	Install 3" Asphalt	SY	5300	$ 14.50	$ 76,850.00	$ 14.66	$ 77,698.00	$ 12.45	$ 65,985.00	$ 11.50	$ 60,950.00	$ 13.50	$ 71,550.00	$ 13.20	$ 69,960.00	$ 15.00	$ 79,500.00
27	Pre-lower Manhole	EA	5	$ 350.00	$ 1,750.00	$ 625.00	$ 3,125.00	$ 400.00	$ 2,000.00	$ 250.00	$ 1,250.00	$ 320.00	$ 1,600.00	$ 340.00	$ 1,700.00	$ 200.00	$ 1,000.00
28	Pre-lower Valve Box	EA	2	$ 200.00	$ 400.00	$ 300.00	$ 600.00	$ 325.00	$ 650.00	$ 250.00	$ 500.00	$ 235.00	$ 470.00	$ 240.00	$ 480.00	$ 150.00	$ 300.00
29	Raise Manhole & Collar	EA	5	$ 300.00	$ 1,500.00	$ 900.00	$ 4,500.00	$ 400.00	$ 2,000.00	$ 550.00	$ 2,750.00	$ 570.00	$ 2,850.00	$ 350.00	$ 1,750.00	$ 850.00	$ 4,250.00
30	Raise Valve Box & Collar	EA	2	$ 300.00	$ 600.00	$ 436.73	$ 873.46	$ 325.00	$ 650.00	$ 450.00	$ 900.00	$ 450.00	$ 900.00	$ 250.00	$ 500.00	$ 700.00	$ 1,400.00
31	ADA Ramp	EA	8	$ 2,000.00	$ 16,000.00	$ 2,100.00	$ 16,800.00	$ 1,787.00	$ 14,296.00	$ 2,000.00	$ 16,000.00	$ 1,985.00	$ 15,880.00	$ 3,530.00	$ 28,240.00	$ 3,250.00	$ 26,000.00
32	Furnish and Install Stainless Steel Waterline Loop	EA	1	$ 12,562.00	$ 12,562.00	$ 13,651.50	$ 13,651.50	$ 14,436.00	$ 14,436.00	$ 17,000.00	$ 17,000.00	$ 56,700.00	$ 56,700.00	$ 13,149.00	$ 13,149.00	$ 19,925.00	$ 19,925.00
33	Untreated Base Course Material	TON	580	$ 17.00	$ 9,860.00	$ 21.25	$ 12,325.00	$ 15.00	$ 8,700.00	$ 23.00	$ 13,340.00	$ 16.65	$ 9,657.00	$ 18.03	$ 10,457.40	$ 42.50	$ 24,650.00
					$ 433,882.00		$ 511,743.27		$ 533,770.00		$ 594,565.00		$ 681,672.00		$ 682,569.90		$ 755,950.00

=Difference between engineer's bid tab and bid submitted.

(Difference was not significant enough to change outcome of bid)

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Farmington City Corporation ("Owner") and AAA Excavation, 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:

A. Installation of 1200 feet of 15" RCP storm lines, 1000 feet of 8" waterline, and road reconstruction.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Continental Drive Reconstruction Project.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by J-U-B Engineers, Inc.

3.02 The Owner has retained J-U-B Engineers, 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: Days*

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 104 days after the date when the Contract Times commence to run.

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

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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 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 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 the amounts that follow, subject to adjustment under the Contract:

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 25th 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

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

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the 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 interest at the rate of 5 percent per annum.

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.

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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 ___, inclusive).
2. Performance bond (pages ___ to ___, inclusive).
3. Payment bond (pages ___ to ___, inclusive).
4. Other bonds.
   a. ___ (pages ___ to ___, inclusive).

NOTE(S) TO USER:

Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.

5. General Conditions (pages ___ to ___, inclusive).
6. Supplementary Conditions (pages ___ to ___, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of ___ sheets with each sheet bearing the following general title: **Continental Drive Reconstruction Project** **[or]** the Drawings listed on the attached sheet index.
9. Addenda (numbers ___ to ___, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages ___ to ___, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

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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;

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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.

10.06 *Other Provisions*

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

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

OWNER:

_____

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

(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.)

CONTRACTOR:

_____

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License No.: _____
(where applicable)

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CITY COUNCIL AGENDA

For Council Meeting:
February 4, 2020

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from January 7, 2020
2. Residences of Farmington Hills (Lot 110) Water Line Agreement

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

FARMINGTON CITY – CITY COUNCIL MINUTES

JANUARY 7, 2020

WORK SESSION

Present: Mayor Jim Talbot; City Manager Shane Pace; City Councilmembers Brett Anderson, Scott Isaacson, Shawn Beus, Amy Shumway, and Rebecca Wayment; City Recorder Holly Gadd; Community Development Director Dave Petersen; Finance Director Greg Davis; Economic Development Director Brigham Mellor; City Parks and Recreation Director Neil Miller; Police Chief Wayne Hansen; Fire Chief Guido Smith; Public Works Director Ray White; Steve Mecham and Eric Isom with MIB Partners; and Beth Holbrook, and Hal Johnson with UTA.

City Councilman **Brett Anderson** gave the opening invocation.

Senator Stuart Adams and **Representative Timothy Hawkes** provided a legislative preview. Utah is near the top of every measure when ranking states, including that for the last decade, Utah is the fastest growing state in the nation. But those top ratings means Utah has to deal with demands on infrastructure, necessitating conservation and water use measurement. There is a real housing affordability problem in Utah. Every city in the United States would like to have an upscale commercial development like Station Park. A food tax provides the State with a stable source of revenue in good times and bad. The State is also offering additional income tax exemptions for families. The gas tax doesn't grow with inflation. The new tax changes puts Utah in the top national spot financially. Public transportation should be a top priority, including a rebuild of Interstate 15.

REGULAR SESSION

Present: Mayor Jim Talbot; City Manager Shane Pace; City Councilmembers Brett Anderson, Scott Isaacson, Shawn Beus, Amy Shumway, and Rebecca Wayment; City Recorder Holly Gadd; Community Development Director Dave Petersen; Finance Director Greg Davis; Economic Development Director Brigham Mellor; City Parks and Recreation Director Neil Miller; Police Chief Wayne Hansen; Fire Chief Guido Smith; Public Works Director Ray White; Steve Mecham and Eric Isom with MIB Partners; and Beth Holbrook, and Hal Johnson with UTA.

CALL TO ORDER:

Mayor **Jim Talbot** called the meeting to order at 7:00 p.m.

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

City Councilwoman **Rebecca Wayment** offered the invocation, and the Pledge of Allegiance was led by City Manager **Shane Pace**.

PRESENTATIONS:

Outgoing Councilmembers **Cory Ritz, Doug Anderson** and **Alex Leeman** were recognized.

Three outgoing Planning Commission Members were recognized and appreciated, including **Connie Deianni** for her four years of service; **Shawn Beus** for his service since August of 2018;

and **Amy Shumway** for her service since July of 2018. **Talbot** presented them with plaques of appreciation.

Newly elected Councilmembers **Scott Isaacson, Shawn Beus,** and **Amy Shumway** were welcomed. The newly elected Councilmembers brought their families along with them. Mayor **Talbot** said that **Isaacson** and **Shumway** were both elected to four-year City Council seats. **Shumway** and **Beus** were both on the Farmington Planning Commission before being recently elected to the City Council. **Beus**, who used to work with Davis County, was elected to a two-year City Council seat. **Anderson** and **Isaccson** are practicing attorneys, and **Beus** has a lawyer license.

Isaacson said his wife, parents, children and grandchildren were there to support him. He grew up in a small town in Wyoming and wants the same pride he has in his hometown to radiate from those who grew up in Farmington. **Shumway** said seven years ago is when she wanted to safely take her boys on a bike ride over I-15, which eventually lead her to this position. She has been on the Trails Committee and Planning Commission. **Beus** has served in several cities and Davis County, and loves the impact local government can have. He also cares about trails. City Recorder **Holly Gadd** administered the Oath of Office to the new City Councilmembers.

Beth Holbrook and **Hal Johnson** from the Utah Transit Authority (UTA) made a presentation regarding Bus Rapid Transit, a Davis-Salt Lake City Community Connector study. For a number of years, UTA explored the possibility of connecting South Davis County to Salt Lake City via Bus Rapid Transit (BRT), and even looked into the use of a fixed rail trolley at one time. As part of this effort, UTA involved and received input from Davis County, North Salt Lake, Bountiful, Centerville, Farmington, Woods Cross and Salt Lake City.

Hal Johnson, UTA, 669 W. 200 South, Salt Lake City, said the purpose is to increase mobility and access to public transportation. The Wasatch Front Regional Council (WFRC) has a long-range transportation plan that identifies an extension to Farmington Station, a key stop in the transit system. The 455 bus route connects Weber State University to the University of Utah, going through Farmington. The 470 bus route is from downtown Ogden, through Farmington to Downtown Salt Lake. The routes are popular and working well. Along with light rail and front runner, these public transportation options reduce freeway congestion.

The WFRC tested four different models including:

Scenario 1: Alignment from Bountiful to Downtown Salt Lake City.
Scenario 2: Scenario 1, plus an operational connection from Downtown Salt Lake City to the University of Utah.
Scenario 3: Scenario 1 with an extension north to Farmington Station.
Scenario 4: Scenario 1 with both an extension north to Farmington Station and the operational connection from Downtown Salt Lake City to the University of Utah.

Holbrook said that Front Runner is at capacity now during peak hours. UTA would like to see the speed of trains increased and more frequency during peak hours. They are testing a micro transit project using the Via app-based program. Technology is a factor in future plans.

Shumway asked if UTA has any incentives for getting vehicle drivers to increase the use of public transportation. **Holbrook** acknowledged that it will take a long-term lifestyle change to increase public transportation use in Utah. **Johnson** would like to work with the City Council to integrate transit into Farmington. **Holbrook** said they are using event tickets such as BYU football tickets as passes to use public transportation.

GOVERNING BODY REPORTS:

City Manager Report

Shane Pace presented itinerary details about the retreat coming up that weekend at the Zermatt Resort starting at 4 p.m. on Friday. Items include vision, strategic plan, business park discussion, dinner, creating a working relationship among the City Council members, and budgetary issues and priorities. Spouses are invited to the whole retreat, including the meetings. These are considered and posted as public meetings.

Mayor Talbot and City Council Reports

Mayor Talbot took nominations for Mayor Pro Temp.

Motion:

Wayment made a motion to select Councilman **Anderson** to be the Mayor Pro Temp. **Shumway** seconded the motion, which was followed by a unanimous vote.

Motion:

Anderson moved to appoint **Alex Leeman** and **Mike Plazier** to the Planning Commission. The motion was seconded by **Beus,** followed by a unanimous vote.

There is still one open spot to fill on the Commission. **Leeman** was once on the Planning Commission before serving as a City Councilman. He was appointed to the Planning Commission for another two years. **Plazier** was an alternate that will now serve full time. **Wayment** asked about the selection process. **Talbot** said the positions were advertised in order to collect applications. He would like to see more representation from the east and south side of the city in the future. He doesn't think the City will have an alternate Planning Commission Member at this time.

City Council Committee Assignments were discussed. The assignments will last for two years.

Personnel: Talbot, Anderson, Isaccson
Special Events: Talbot, Wayment
Development Review Committee: Talbot, Anderson, Wayment
Historic Preservation: Beus
Youth City Council: Isaccson
Trails Committee: Shumway
Davis Chamber of Commerce: Shumway
Utah League of Cities and Towns: Talbot, Pace, Wayment
Mosquito Abatement: Beus

Wasatch Integrated: Talbot
Mayor Pro Temp: Anderson

Talbot warned the new Councilmembers that being on the Council can be tough because they are going to be criticized and scrutinized. To survive that, the Councilmembers need to unite together as a family, leave their pride at the door, and make the decisions that are best for the whole.

ADJOURNMENT

Motion:

Wayment made a motion to adjourn the meeting. **Isaacson** seconded the motion, which was unanimously approved.

Holly Gadd, Recorder

DRAFT

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
SHAWN BEUS
SCOTT ISAACSON
AMY SHUMWAY
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: February 4, 2020

SUBJECT: **RESIDENCES OF FARMINGTON HILLS (LOT 110) WATER LINE AGREEMENT**

RECOMMENDATION

Approve the enclosed agreement between Farmington City and Residences of Farmington Hills, LLC, subject to receiving a clean copy of the agreement with the signature of the managing member of the LLC.

BACKGROUND

Lot 110 of the Residences of Farmington Hill Phase I subdivision is located at 358 North Flat Rock Drive (375 East)—Davis County Tax I.D. #07-325-0110. One may access the building site on the lot via a long circuitous driveway. As such the Fire Chief is requiring one fire hydrant near the building site, and even though the fire line and hydrant are private, the City's Public Works department must inspect these facilities from time to time to ensure that they remain in working order. The agreement provides the mechanism for City personnel to enter the property and conduct these inspections and is consistent with what the City has done in the past in similar circumstances.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Shane Pace
City Manager

160 S MAIN • P.O. BOX 160 • FARMINGTON, UT 84025
PHONE (801) 451-2383 • FAX (801) 451-2747
www.farmington.utah.gov

Farmington City Information

1/29/2020, 9:13:13 AM

Farmington City Boundary

Parcels

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

Farmington City
USDA FSA |

AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of February, 2020, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **RESIDENCES AT FARMINGTON HILLS, LLC**, a Utah limited liability company, hereinafter referred to as "Owner."

RECITALS:

WHEREAS, Owner desires to obtain a building permit in the future for a single-family dwelling at 258 North Flag Rock Drive (375 East) within the City; and

WHEREAS, the currently adopted International Fire Code requires certain minimum distances between fire hydrants to protect residential properties; and

WHEREAS, the building site for the Owner's proposed dwelling will be located more than 150 feet beyond any fire hydrant; and

WHEREAS, the City does not maintain lines and hydrants that serve primarily as fire flow lines and has informed Owner accordingly; and

WHEREAS, Owner extended a private fire line from Flag Rock Drive to the proposed building site on the above-referenced property and the City consented to the extension upon the terms and conditions herein set forth; and

WHEREAS, Owner installed, at Owner's sole expense, the private fire line, which includes one fire hydrant, from Flag Rock Drive at a location and with sizing as approved by the Fire Marshall, and as determined by the City, constructed to industry standards and specifications;

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. Owner will retain ownership and shall have full responsibility to maintain the fire line from the valve located in Flag Rock Drive (375 East) easterly to the Owner's building site.

2. Owner hereby agrees to grant a satisfactory easement to the City for the purpose of reading the water meter, operating the hydrant and performing periodic inspections of the fire flow system. The water meter shall be installed at a location within ten (10) feet of the fire hydrant located furthest to the east at a location mutually acceptable to the City and Owner.

3. Owner shall design and cause to be constructed at Owner's sole expense an access road to Owner's home which will accept and allow water flows from the fire hydrant without

creating erosion and damage to abutting properties. The grade and design of the access road shall be such as to accommodate fire flow tests from the fire hydrant from time to time. Owner 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 hydrant owned by Owner.

4. 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 Owner's property. A legal description of Owner's property is attached hereto as **Exhibit "A"** and by this reference is made a part hereof. This Agreement may be amended only writing signed by the parties hereto.

5. Upon execution of this Agreement and payment of all required fees, the City agrees to issue a building permit to Owner in accordance with the City's ordinances, rules and regulations.

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

"CITY"
FARMINGTON CITY

By:_____
Mayor

ATTEST:

_____
City Recorder

"OWNER"

By:_____

Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the ____ day of February, 2020, 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.

_____
Notary Public
Residing at:

My Commission Expires:

_____

_____

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this ____ day of February, 2020, personally appeared before me, _____, who being by me duly sworn, did say that (s)he is a managing member of **Residences at Farmington Hill, LLC**, a Utah Limited Liability Company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledgment to me that said limited liability executed the same.

_____
Notary Public
Residing at:

My Commission Expires:

_____

_____

EXHIBIT "A"

All of Lot 110, Residences of Farmington Hills Phase 1

CITY COUNCIL AGENDA

For Council Meeting:
February 4, 2020

S U B J E C T: City Manager Report

1. Fire Monthly Activity Report for December

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

Farmington City Fire Department

Monthly Activity Report

December 2019

ISO Class 3

Emergency Services

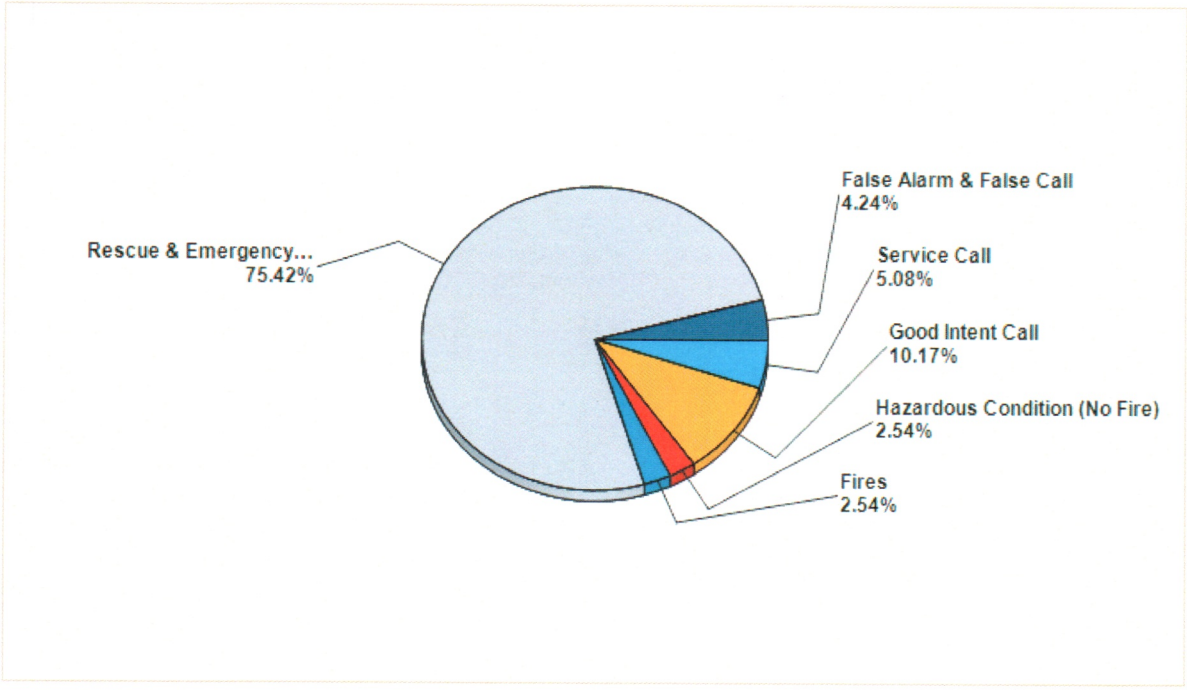
Fire / Rescue Related Calls: **29**

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

Ambulance / EMS Related Calls: **94 / Transported 53 (56%)**

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

Calls Missed / Unable to Adequately Staff:	**5 (4 %)**	**46 YTD (3.5%)**
Overlapping Calls:	**16 (13.5 %)**	**191 YTD (14.5%)**



On-Duty Crew / Shift Dynamic Data / November:

Emergent Incident / On-Scene Hours / Month Total:	**33.6 Hrs.**	**(Approximate 134 Man Hours)**
EMS Transport / Turn-Around Hours / Month Total:	**106 Hrs.**	**(Approximate 212 Man Hours)**

Urgent EMS Related Response Times (average):	**5:38 Min/Sec**	**GOAL 5 minutes or less (+ 0.38)**
Urgent Fire Related Response Times (average):	**6:45 Min/Sec**	**GOAL 5 minutes or less (+ 1.45)**

Part-Time Man-Hours *(based on the following 28-day pay periods) Dec. 6th and Dec. 20th*

Part-Time Shift Coverage / Staffing:	**733**	**Budgeted 672**	**Variance + 61** *(FT Leave Coverage)*
Training & Drill Hours:	**32**	**1476.5 (FY20)**	
Emergency Calls/ Station Staffing:	12	**FIRE 12 Hrs. / EMS 0 Hrs. (241.5 YTD)**	
Special Event Hours:	**0**	**12 (FY20)**	
Part-Time Fire Marshal:	**71**	**Budgeted 120**	**Variance – 48**
Part-Time Fire Inspector	**19**	**Budgeted 90**	**Variance – 71**
Total PT Staffing Hours:	**867**	**6,626.5 (FY20)**	
Career Fire Chief:	*N/A*	*Salary Exempt*	*Overtime N/A*
Career Administrative Asst. x 1	*N/A*	*40 Hour Reg.*	*Overtime + 0*
Career Captains, Engineers & FF's x 9	*N/A*	*48/96 Hour Rotation*	*Overtime + 0**

**NOTE:*

Revenues & Grant / Donation Activity YTD:

Ambulance Revenue November 2019:

	Month	Calendar Year	FY 2020
Ambulance Services Billed	$53,533.33	$772,944.46	$354,845.64
Ambulance Billing Collected	**$29,322.36**	**$380,187.47**	**$197,603.10**
Variances:	*$24,210.97*	*$392,756.99*	*$157,242.54*
Collection Percentages	55%	49%	56%

Grant / Donation Activity "Requests":

NONE	*$0*	***$14,944 YTD***

Grant / Donation Activity "Received":

Santorini's Greek Grill Farmington	*$1,614*	***$46,408 YTD***

Department Training & Man-Hours

Monthly Staff Meeting & Leadership Training	15	
Shift Drill #1 – EMS – Wellness & Fitness	24	
Shift Drill #2 – FIRE – Search Ops	24	
Shift Drill #3 – EMS – Medication Errors	24	
Shift Drill #4 – FIRE – Building Construction	24	
Shift Drill #5 – EMS – Blood borne Pathogens	24	
ACLS & PALS Training	24	
Actual Training Hours:	**159**	**5,145 HRS YTD**

Fire Prevention & Inspection Activities	QTY	
New & Existing Business Inspections:	5	
Re-Inspections:	2	
Fire Plan Reviews & Related:	7	
Consultations & Construction Meetings:	5	
Station Tours & Public Education Sessions:	6	157 YTD

Health, Wellness & Safety Activities	QTY	
Reportable Injuries:	*1*	4 YTD
Physical Fitness / Gym Membership Participation %:	100%	
Chaplaincy Events:	1	16 YTD

Process Improvement Activities:	QTY	
Process Improvement Program (PIP) Submittals:	1	6 YTD

Monthly Activity Narrative:

Emergent response times averaged just over 5.5 minutes for EMS responses and 6.75 minutes for fire responses. Emergent incidents included medical responses, vehicle fires, rescues, structure fires, and CO emergencies. One employee suffered an abdominal hernia while lifting a heavy patient within a residence. This injury was treated, reported and processed accordingly. At this time, our employee has not lost anytime from work; however, is restricted light duty (driving only) and will probably require surgical intervention. Three and a half percent of calls resulted in "no-staffing" or "short-staffing" of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to lack of availability*). This percentage is attributed (in part) by crews attending to 13.5% of overlapping calls that overwhelm our existing staffing model.*
Fifty-six percent of all Ambulance calls resulted in transporting patients to hospitals. Ambulance collection revenues continue with little predictability due to mandated billing variables. Monthly training encompassed Wellness & Fitness, Search Operations, Medication Errors, Building Construction, Blood Bourne Pathogens, Advanced Cardiac Life Support and Pediatric Advanced Life Support. FFD and its Association helped facilitate multiple public relations events to include the annual Breakfast with Santa at Harmons. FFD continued to work on the reserve transport engine and successfully completed the Ambulance inspection and licensing process with the Utah Bureau of Emergency Medical Services (UBEMS). The Plain City Fire Department / Corporation made an offer on our surplus 1994 pumper for a total of $8,000. The plan is to finalize the acquisition January 2020. Plain City will pay $5,900 for the pumper and an additional $2,100 for the new rear tires. Note: The $5.900 is obligated to the general fund, while the $2,100 will cover new tires for the transport engine. The original plan was to trade the tires from the surplus pumper with the transport engine. With Plain City willing to purchase the tires at cost, it only made sense to sell them and apply the funds back to the transport engine tires. FFD wrapped up the year with personnel and platoon recognitions – Congratulations Team FFD!

Again, a special thanks to our past council members for their support and a warm welcome to our new elected officials!

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

Guido Smith - Fire Chief

FFD 2019 Citations

Firefighter of the Year:

Firefighter Nate Judson

EMS Provider of the Year:

Ambulance Technician Clair Grover

Fire Engineer of the Year:

Engineer Bryan Thurgood

Fire Officer of the Year:

Admin. Assistant Mandice Stokes

Platoon Citations

Fitness Citation:

Alpha Platoon (Aces)

Training Citation:

Bravo Platoon (Sheepdogs)

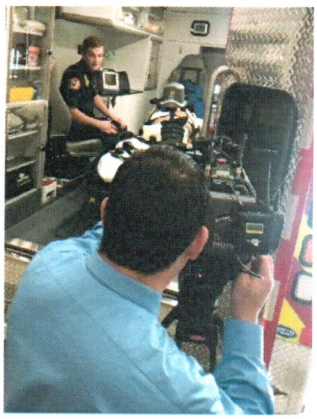
Shift Participation Citation:

Charlie Platoon (Gladiators)

Station Staffing Citation:

Charlie Platoon (Gladiators)

Farmington City Fire Department Picture Collage 2019



CITY COUNCIL AGENDA

For Council Meeting:
February 4, 2020

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

1. Planning Commission Appointments

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