

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 public is welcome to attend. The agenda for the work session will be as follows:

1. Questions or concerns the City Council may have on agenda items.

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, July 7, 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

PRESENTATIONS:

7:05 Final Tax Increment Disbursement to CenterCal from the Station Park RDA

SUMMARY ACTION:

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

7:15 Minute Motion Approving Summary Action List

1. Approval of Minutes from June 9, 2020
2. Federal Aid Agreement with UDOT for the 400 West and State Street Pedestrian Signal Crossing
3. Federal Aid Agreement with UDOT for the Park Lane Widening Project

GOVERNING BODY REPORTS:

7:20 City Manager Report

7:25 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 3rd day of July, 2020.

FARMINGTON CITY CORPORATION

By: 
Holly Gadd, City Recorder

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

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

Posted 07/03/2020

CITY COUNCIL AGENDA

For Council Meeting:
July 7, 2020

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

It is request that City Councilmember Brett Anderson give the invocation to the meeting and it is requested that City Councilmember Scott Isaacson 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:
July 7, 2020

S U B J E C T: Final Tax Increment Disbursement to CenterCal from the Station Park RDA

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Mayor Talbot will be presenting Craig Trottier with CenteCal Properties a check for the final tax increment on the Station Park project.

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 TAJBOT
MAYOR

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

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Mayor and City Council
From: Brigham Mellor, Economic Development Director
Date: 07/07/2020
SUBJECT: Presentation of final tax increment disbursement to CenterCal from the Station Park RDA

RECOMMENDATION:

Present the final increment check to Mr. Trottier of CenterCal

BACKGROUND:

Davis County was collecting across all government entities a total of \$32 per year property tax prior to the construction of Station Park. Now 13 years later, after the city entered into the Agreement for the Development of Land the total taxes paid are around \$4 million dollars annually (while almost comically vivid that is a %12,499,900 increase). There is a reason this tax increment deal is considered one of the best in the state's history for all parties involved. It is also a lasting testament to what a great community partner we have in Station Park and by extension the CenterCal organization.

Respectfully Submitted

Concur

Brigham Mellor
Economic Development Director

Shane Pace
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
July 7, 2020

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from June 9, 2020
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FARMINGTON CITY – CITY COUNCIL MINUTES

JUNE 9, 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; City Parks and Recreation Director Neil Miller; Police Chief Wayne Hansen; Fire Chief Guido Smith; and Public Works Director Larry Famuliner. City Attorney Todd Godfrey and Recording Secretary Deanne Chaston both attended electronically.

BUDGET WORK SESSION FROM PARKS & RECREATION, PUBLIC WORKS, POLICE, FIRE, AND ADMINISTRATION & LEGISLATIVE

The work session was held to discuss budget requests from Parks & Recreation, Public Works, Police, and Fire. Mayor **Jim Talbot** noted that the City Council would discuss the budget during the regular meeting later that night, but would not be voting on the budget until June 23.

Finance Director **Greg Davis** presented the Parks & Recreation budget. Governmental funds by law are supposed to balance, and he demonstrated how various budgets use revenues or the fund balance to keep their budgets balanced. Four department directors attended to discuss their piece of the general fund.

City Parks and Recreation Director **Neil Miller** said there was an additional \$9,000 request for a water heater because it is expected that the current water heater will go out soon. Revenues have dropped due to the pandemic.

The Parks Department now pays for utilities when they didn't prior to 2014-2015. That is about \$14,000 worth of utility fees. Even though the department maintains an additional 30 acres (for a total of 170 acres of parks), their budget to do so keeps dropping. They used to have \$650 per acre in the budget around 2014, and now it is down to \$500 an acre. He said the City maintains 42 grass areas, which he could prioritize upon Council request. **Davis** said the Park Department has overspent on its utility line item every year, and will still be short compared to what is needed. He asked the Council to consider boosting the Parks & Recreation operating budget to fix this problem that has been occurring year in and year out. **Davis** also mentioned that the new baseball complex land and responsibility coming online will result in a \$20,000 increase in Fiscal Year 2021.

Mayor Talbot said that there is pressure on each department because of the growth the City is going through. He said he will not be surprised if things are found that haven't been budgeted for and should be. For example, the City needs fewer small pocket parks, which cost a lot to maintain. City Manager **Shane Pace** said the City discontinued maintaining the Post Office property near City property, and such cuts may be necessary in the future.

Public Works Director **Larry Famuliner** presented the Public Works budget. He said 60 to 70 percent of his budget is spent on salaries and benefits. Remaining funds are spent on sidewalk

repairs and department vehicle repairs. In Fiscal Year 2021's budget, he asked for a \$300 increase for a membership fee. New in the budget is cross walks for trail crossings for key trail access such as Clark Lane, Denver and Rio Grande Western Rail Trail (D&RGW Trail) at 3rd North from Main Street to the Lagoon Trail, and 5th South. He would like to do some crack sealing on the trails. In addition, he would like to replace the City's 1998 tac bot machine in order to spray down the sticky oil on the edges when asphaltting, which aids in bonding and the prevention of pot holes.

Davis said the Public Works budget comes from utility funds as well as Class B and C road funds, which are used for road maintenance. He said the pandemic has caused City budget reductions, as fewer people are driving and consequently, gas taxes collected at the pump have been on the decrease the last few months. **Mayor Talbot** said every city is experiencing similar budget problems because Class C revenues decreased, which will affect road maintenance.

Famuliner said his budget includes a Weber Basin Water bill every year for 501 acre feet of water. He would like to change out the 10-year-old telemetry computer hard drives. He said he is nervous that if the hard drives die, department staff will have to manually check everything. He also noted the 200 East lateral and Shephard well projects he hopes to finance with the new budget. He is requesting a new vac truck with suction hose. **Pace** agreed with the request, saying it helps when there are so many utilities—fiber, gas, water power, phone—in the park strip or under City streets.

Famuliner mentioned the sewer fund, with money coming out for billing and building overhead; and the storm water fund, with money coming out for retention basins on Burke and Clark Lane as well as at the business park.

With the garbage fund, money comes out for an employee handling can replacement, dumping fees, and garbage collection by Robinson Waste, as well as vehicle and building overhead. He would like a new garbage can trailer, which is easier to deliver cans with than the bed of a pick-up truck. He would also like to purchase a grapple to help with the annual spring clean-up.

Famuliner thanked the City for approving a transportation and utility fee about a year ago, saying it helps stretch the street budget, allowing for residential and commercial road replacements and overlays. Residents pay the transportation and utility fee of \$3 every month. **Pace** noted that Pleasant Grove City has been sued for charging a similar fee, and has since stopped collecting it. Other cities, including Farmington, have continued to collect the fee and are watching to see if state legislation addresses the issue. He said if the State Legislature addresses it, he expects the outcome would be in the City's favor.

Police Chief **Wayne Hansen** presented the Police Department budget, including the department's \$3.1 million and \$41,000 from liquor law. **Hansen** said the liquor law revenue comes from alcohol sales and is spent on DUI and alcohol enforcement. He said the largest part of his budget is spent on salaries and benefits. He is requesting a full-time officer for Farmington Junior High, with the School District paying for half.

Hansen said that five years ago, the Police Department began leasing their patrol vehicles, which cut down on maintenance expenses significantly as the vehicle and installed equipment is generally under warranty during the entire leasing period. The Police Department also buys a used vehicle after the lease is up to use at Lagoon, where part-time officers from other agencies help out. The City has been purchasing two detective vehicles to own, with the intention of replacing them every four to six years. However, since the City is behind that schedule, **Hansen** is requesting replacement of two detective vehicles.

Hansen said his department will need to budget money for their Spillman records management software. It cost the City \$130,000, which was financed over three years. Liquor Law money can be used to pay half of the cost, leaving the City with \$22,000 that will need to come out of Fiscal Year 2021's general fund.

Hansen said that as the City continues to grow, he hopes to keep the appropriate amount of employees staffed to continue offering the level of services the residents expect. He said as of now, the Department is adequately staffed, although salaries may need to be reviewed in order to stay competitive with neighboring agencies.

Fire Chief **Guido Smith** presented the \$1.32 million Fire Department budget. He said the \$40,000 spent this year on the lightly used refurbished vehicle from New York was one of the City's best investments dollar for dollar. It has paid off since it was put in service, and has been on half a dozen calls, where it has made a difference in the rescue outcome. The change from last year's budget is an increase of \$8,200.

Smith asked for budget to cover more man hours for part-time service for Fridays and Saturdays. Because of pandemic challenges, ambulance expenses can be covered by enterprise funds, which can help offset costs. **Smith** said buying new equipment and cashing out used equipment has helped offset costs for equipment and supplies.

Davis presented the Administrative and Legislative budget, including a water rate increase expected to take effect on July 1. Regarding the water rate, the fund has been in need of a fee increase after going 10 years without one. The recommended fee increase is needed to sustain a reasonable fund balance/cash reserves balance and maintain sufficient coverage to meet debt obligations. The Administration recommends a rate increase (approximately 3 percent with individual fees rounded to the nearest 10 cents mark). The Administration considers this increase a very reasonable increase. It is projected that annual increases in near-future years will be required to keep pace with inflation and improvement projects. Councilman **Scott Isaacson** asked if the residents would be informed of the increase. He said if the facts were laid out, most residents would accept the increase. Councilwoman **Rebecca Wayment** suggested that the rate increase be mentioned in an upcoming newsletter. **Mayor Talbot** said the next newsletter would come out in August, after the rate increase. Councilwoman **Amy Shumway** suggested mentioning the increase on the bill. **Pace** said that the item had been noted on the website for four weeks.

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; and Assistant City Manager/City Engineer Chad Boshell. Assistant City Manager/Economic Development Director Brigham Mellor; City Attorney Todd Godfrey; and Recording Secretary Deanne Chaston attended electronically.

CALL TO ORDER:

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

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

Councilman **Shawn Beus** offered the invocation, and the Pledge of Allegiance was led by **Mayor Jim Talbot**.

PUBLIC HEARINGS:

Meadows at City Park Phase III Preliminary PUD Master Plan and Schematic Plan

Community Development Director **Dave Petersen** presented. This project is located at 91 South 200 West. Applicant **Pete Smith** is seeking approval for the Preliminary PUD Master Plan and the subdivision Schematic Plan for the Meadows at City Park Phase III Subdivision. It is zoned R4, with entitlement to do up to nine units per acre. However, the developers did much lower densities than what they were entitled to. The community has received these quite well because the developer pushed to have the units owner occupied.

The proposed subdivision has six townhomes consisting of two triplexes. The Final PUD Master Plan for Phase I and II was approved by the City Council. However, this parcel was not included as part of the originally approved PUD and is therefore subject to review and conditions by the City Council. The Planning Commission reviewed the application on May 21, 2020, and recommended the City Council approve the proposal. The third phase of the development will have a similar look and aesthetic to Phase I and II, and is demonstrated in the elevations and landscaping plan. With boundary adjustment between Phase II and III, the application meets the density and open space standards required by the ordinance.

The applicant is requesting a private street access to the units. The Development Review Committee (DRC) has reviewed the private road with the Fire Department and Public Works; the conditions mentioned in the staff report address their concerns at this time. **Petersen** noted that the garbage cans back to the last unit will not be picked up, and that the residents there will have to bring their cans to the street. He said this will be noted on the plat as well, and is mentioned in Condition 2 as reviewed by the DRC. **Mayor Talbot** said it is a big deal that future residents there know that their garbage will not be picked up at their street and that they will need to take it further out for weekly collection.

Applicant **Pete Smith** of 47 E. Crestwood Road, Kaysville, addressed the Council. A resident of Farmington for 18 years, **Smith** said his company is the second owner of the property. He said they have worked hard to bring a development agreement forward that is conducive with the downtown area. The property as a whole before had heavily wooded areas full of garbage, debris and graffiti. Three of the four existing homes there were unoccupied. Three of the previous land owners now own a unit in the new development. He said there is a long waiting list for those interested in the units, and that they have all been made aware of the garbage collection parameter. The cans will be required to be placed on 200 West on the roadway in a relatively large 12-foot shoulder.

Mayor Talbot opened the Public Hearing to anyone who wanted three minutes of public comment. Nobody signed up to address the Council on the issue. **Mayor Talbot** closed the Public Hearing.

Councilman **Shawn Beus** asked how the lack of sidewalks in the subdivision has been received. **Smith** said he has had no complaints, as most of the traffic is in the backyards of the units. There is a grassed area in the back, a detention basin maintained by the Home Owners' Association (HOA).

Motion:

Councilwoman **Rebecca Wayment** moved that the City Council approve the ordinance, Preliminary PUD Master Plan, and the Subdivision Schematic Plan for the Meadows at City Park Phase III Subdivision subject to all applicable Farmington City ordinances, development standards and conditions 1-3, including Findings for Approval 1-5.

Conditions include:

1. The applicant must amend the Meadows at City Park Phase 2 Subdivision Plat to adjust the boundary between Phase 2 and 3 and all land use table calculations thereto.
2. All outstanding DRC comments for schematic plan shall be addressed on preliminary plat including notes/easements for garbage collection, road maintenance and snow storage.
3. All streets in planned unit development whether private or dedicated public streets shall conform to the minimum improvement requirements of the subdivision standards or as approved by the City Engineer.

Findings for Approval include:

1. The Planning Commission recommended approval of the motion on May 21, 2020.
2. The proposed plans meet the requirements of the subdivision and zoning ordinances.
3. The proposed development is an in-fill project and allows the property owner the highest and best use of his property.
4. The HOA is intended to maintain the common areas of the project.
5. The proposed plans are consistent with the General Plan.

Beus seconded the motion. All Council members voted in favor, as there was no opposing vote.

Farmington Station II Project Master Plan (PMP)—North of Park Lane and West of Cabela’s—and Development Agreement (PMP-1-20)—E&H Land LTD

Petersen presented. E&H Land LTD (the Evans family) is the property owner and **Wade Budge** is the applicant for this approximately 62-acre development. The property may accommodate a variety of uses and allows a developer to submit a development plan and/or subdivision now, for consideration by City, as dictated by the existing zone designations. The zoning map shows their entitlements are Residential Mixed Use (RMU), Office Mixed Use (OMU) and General Mixed Use (GMU) to the east of the RMU behind Cabela’s. The Planning Commission reviewed this on May 25, 2020. **Petersen** said on June 2, 2020, an open house about the realignment of Commerce Drive was held and was well received.

In this application, the applicant is seeking for increased flexibility to handle unforeseen scenarios which may occur as property develops in the future. The developer can deviate from the standards of the underlying zone, but at the sole discretion of the City. However, an applicant must own 25 acres or more to make a request under Section 11-18-140. The property meets this threshold, but it is very likely that the property will develop in smaller increments than 25 acres. The proposed development agreement permits an applicant to request flexibility under Section 140 for land encompassing 2.5 acres or greater in size within the greater 62+ acre PMP. **Petersen** said the Council will see a lot of details before they would have to decide whether or not to grant flexibility.

Petersen said when Farmington was originally reviewing Station Park, a template adopted from the Utah Transit Authority was in use. It kept morphing as tenants changed things, and each iteration kept moving and getting smaller with so many moving parts. Prior to 2007, Farmington did everything in Station Park by development agreement. **Petersen** said it was realized that flexibility is important while the PUD chapter would be cumbersome and more catered to suburban single-family development, not mixed use.

Applicant **Jack Hardman** from Park City, Utah, addressed the Council. He said he was hired by the family, who has owned the property for over 100 years. He is with Castle Creek Development and the Boyer Company.

Mayor Talbot opened the Public Hearing. Nobody signed up to address the Council on the issue. **Mayor Talbot** closed the Public Hearing.

Motion:

Councilman Isaacson moved that the City Council approve the PMP and development agreement subject to all applicable Farmington City development standards and ordinances, including Findings for Approval 1-4.

Findings for Approval include:

1. The agreement allows an applicant to request greater development flexibility at the sole discretion of the City, for property under 25 acres in size.

2. Greater flexibility may result in better development for the community and provide a finer grain and/or mix of uses as per the proposed project master plan.
3. The proposed Farmington Station II Project Master Plan and Development Agreement is consistent with the stated intent and purpose of the Farmington City General Plan and Zoning Ordinance for this area.
4. The proposed Farmington Station II Project Master Plan balances residential, commercial/retail, and office uses to the benefit of the City.

Councilman **Brett Anderson** seconded the motion. All Council members voted in favor, as there was no opposing vote.

Farmington Station Center Project Master Plan (PMP)—Burke Lane and 1525 West—and Development Agreement (PMP-3-20)

Petersen presented. He said that the City realized they wanted an office park in the whole 220 acres north of Shephard Creek, and that residential development is also important. This agenda item contemplates each moving forward without being tied to the other. **Chris McCandless/CW Management Corp.** is the applicant representing four families and five properties. The property is owned by Amenti, Inc., Benson, Jones, LLC and Mike Romney. The land can accommodate a variety of uses and allows a developer to submit a development plan and/or subdivision now, for consideration by the City, as dictated by existing zone designations.

However, the applicant is seeking for increased flexibility using Section 11-18-140 of the City's Zoning ordinance to handle unforeseen scenarios which may occur as property develops in the future. While the four properties together meet the 25-acre minimum threshold, it likely will develop in smaller increments than 25 acres because the entire site is owned by four different owners. The McCandless property is 18 acres (less than 25 acres).

The development agreement permits an applicant to request flexibility under Section 140 for land encompassing 2.5 acres or greater in size within the greater 30-acre PMP. Three of the four properties are zoned Agriculture (A), where Section 140 does not apply, and must be rezoned to Office Mixed Use (OMU) and/or Open Space (OS) to have the opportunity to obtain the flexibility desired. Zoning Map Amendments were proposed for approximately 2 acres at 1451 W. Burke Lane (Z-5-20) and 9.69 acres at 1293 W. Burke Lane (Z-6-20).

McCandless, of 9071 S. Temple Drive, Suite 100, West Jordan, Utah, addressed the Council. He said his company has been in business since 1985, and in real estate since 1977. Some of their projects have been Primary Children's Hospital, the Hale Center Theater, and Rio Tinto Stadium. He is excited to be first on the ground in Farmington. Farmington Station Center is the name of his current company doing business in Farmington.

Mayor Talbot opened the Public Hearing.

Property owner **Mike Romney** of 1451 Burke Lane, Farmington, Utah, addressed the Council. He said this is a unique project with four property owners coming together happily and kindly to put together a nice development. He said he doesn't have enough land on his own, but with the use of Section 140, it will make things possible for himself and others.

Colby Poulsen of 1582 W. Mountain View Circle, Farmington, Utah, addressed the Council, asking what opportunity residents will have to offer feedback about this project, especially regarding where the road is going in. **Petersen** said the next level of development will require a public hearing, although there is a remote chance it won't. If the developer wants a residential element, or an amendment to the development agreement, it will require a public hearing where residents can offer their comments and concerns. Councilman **Anderson** said residential uses are not permitted in the OMU zone. **Mayor Talbot** encouraged residents to keep an eye on the City webpage and upcoming agendas, as well communicate with **Petersen** for updates. City Manager **Shane Pace** said residents can visit the City website and sign up to receive agendas to every meeting. He also noted that any property owner within 300 feet of a project is required to be notified of changes in time to offer public comment.

Steve Cox of 705 West 2300 North, West Bountiful, Utah, owns one of the 1-acre parcels not included in the proposal. He said he may be impacted by the widening of the road. Like **Poulsen**, he is anxious and concerned about what will happen with the roadway in the project.

Mayor Talbot closed the Public Hearing.

Councilman **Isaacson** said it seems odd that the four properties are combining in one proposal, but under Section 140 each can do their own thing. He encouraged all four to work together.

Motion:

Anderson moved that the City Council approve the PMP and development agreement subject to all applicable Farmington City development standards; and approve the enabling ordinances to rezone properties owned by Romney, Benson, and Jones, LLC (within the PMP area) from Agriculture (A) to Office Mixed Use (OMU) and Open Space (OS) subject that the final location of the west boundary of the OS zone, next to Shephard Creek, shall be determined at preliminary plat and/or final development plan approval by the City.

Findings for Approval include:

1. The agreement allows an applicant to request greater development flexibility, at the sole discretion of the City, for property under 25 acres in size.
2. Greater flexibility may result in better development for the community and provide a finer grain and/or mix of uses as per the proposed project master plan.
3. The proposed Farmington Station Center Project Master Plan and Development Agreement is consistent with the stated intent and purpose of the Farmington City General Plan and Zoning Ordinance for this area.
4. The proposed Farmington Station Center Project Master Plan balances residential, commercial, and office uses to the benefit of the City.
5. The zone changes from OMU to A, are necessary to implement Section 11-18-140 of the Zoning Ordinance and are 1) reasonably necessary, 2) in the public interest, and 3) consistent with the city general plan and in harmony with the objectives and purpose of the zoning ordinance.

6. Land comprising the 2.5-acre threshold related to section 140 of the Zoning Ordinance as set forth in the enclosed development agreement may include public rights-of-way.

Councilwoman **Amy Shumway** seconded the motion. All Council members voted in favor, as there was no opposing vote.

Amended Municipal Budget for Fiscal Year ending June 30, 2020, and Municipal Budget for Fiscal Year ending June 30, 2021

Finance Director **Greg Davis** presented the budget, which will be up for formal approval during the June 23, 2020, City Council meeting. By law, governmental budgets must balance. Debt service and capital improvement funds are funded by the general fund and can receive impact fees as a main funding source. The tax rate will drop from 0.00157 to 0.00125 because the assessed value of property in the City has gone up. The general tax rate is adjusted to keep the incoming revenue for general operations the same from year to year. Water rates are set to increase. Utility fees fund business-type funds that charge users fees like the ambulance and recreation funds.

The pandemic has mostly impacted the sales tax revenue, where quite a drastic drop is projected finishing up this fiscal year and into the beginning of next fiscal year. A drop of \$300,000 was projected for March, and it came in at \$421,000. The month of April was projected at a drop of \$200,000, and **Davis** expects to get the final numbers in a few days, before the next City Council meeting. It takes two months to get the final numbers. He is projecting a 21 to 22 percent decrease in sales tax for the month of July, August, and September, after which he hopes to pull out of the pandemic impact. A sales tax rate of 5.140 is budgeted for next fiscal year.

Davis recommended tapping into the fund balance by \$150,000. In addition, the budget includes no raises or market adjustments for employees, with a hope to include raises in a future budget. In addition, the City is holding off on capital purchases. No new debt is coming online except for the continuing lease for Police Department vehicles. There will be a small portion of contingency available to purchase or lease a replacement in the event of an emergency.

A service level decrease will be that Festival Days in July of 2020 will be canceled. That will see reductions in expenditures on staff and within the Recreation Fund, resulting in partial savings. Some expenditures are anticipated in the Spring of 2021 for upcoming Festival Days.

The decrease in gas tax revenue during the pandemic will affect the road maintenance Farmington will be able to provide while the Transportation Utility Fund has a stable income from the utility bills paid by residents. **Beus** asked if the City had realized more gas tax revenue since Harmon's fuel station came online, and **Davis** said not yet. **Davis** said the new budget will fund infrastructure for business park development, as the City got \$6 million from the Utah Department of Transportation (UDOT) for the 650 North Shephard Lane interchange.

Councilman Isaacson asked if the budget planned on residents defaulting on paying property taxes because of the economic crisis. **Davis** said it did not, as the Utah League of Cities and Towns didn't project much defaulting during the recession. **Councilman Anderson** asked if there would be a change on the cap that cities can take out of their funds, especially in times of

economic downturns. **Pace** said he expects such flexibility to be addressed during an upcoming legislative session. **Mayor Talbot** said Farmington is financially in good shape for a town its size, as it has been conservative in budgeting in the past.

Mayor Talbot opened the Public Hearing. Nobody signed up to address the Council on the issue. **Mayor Talbot** closed the Public Hearing.

REDEVELOPMENT AGENCY MEETING

Motion:

Beus made the motion to adjourn from the City Council meeting to the Redevelopment Agency meeting. **Shumway** seconded the motion, which was unanimously approved.

All officers for the Redevelopment Agency Meeting were present.

The RDA officers reviewed the recommended Fiscal Year 2021 budgets for the City's two RDA funds and plans to consider adoption at the June 23, 2020 meeting. The U.S. Highway 89 RDA fund continues to receive tax increments in order to cover the debt service that will be paid off in FY2025. The Station Park RDA will receive Farmington City's tax increment only for FY2021. FY 2020 was the last fiscal year in which a reimbursement was made to the developer. The City's portion of the tax increment will be collected in FY2021.

Davis said the gas tax comes into the City every other month. **Mayor Talbot** said that is controlled by the County, who hands the taxes out to each municipality. Those funds are designed to pay for road improvements. The pandemic has caused a disparity, as people are not traveling as much. He hopes there will not be a bill that increases the gas tax. However, there aren't enough funds coming in from other sources to keep up with the road maintenance, and Farmington is five years behind on their road maintenance.

PUBLIC HEARING:

Amended Annual Budget For Fiscal Year ending June 30, 2020, and Annual Budget for Fiscal Year ending June 30, 2021

Mayor Talbot opened the Public Hearing. Nobody signed up to address the Council on the issue. **Mayor Talbot** closed the Public Hearing.

Motion:

Anderson made a motion to adjourn and reconvene to the open City Council meeting. The motion was seconded by **Wayment**, which was unanimously approved.

There was question on whether the Public Hearing had properly been held earlier in the City Council meeting to amend the City's Municipal Budget for Fiscal Year ending June 30, 2020. **Davis** said there are different amendments being requested for the current year budget. One amendment to the general fund was done a few years back, and now a second or final amendment. He wishes he had more information on revenues than is currently available, and a

variance calculation is included. He said it is \$600,000 better than budgeted on the expenditure side.

Mayor Talbot opened the Public Hearing. Nobody signed up to address the Council on the issue. **Mayor Talbot** closed the Public Hearing. No motion was made, as this was a public hearing and the final vote will be held at the City Council meeting on June 23.

Pace noted that a resident was waiting for the Summary Action portion of the agenda, and asked that that be moved up in the agenda.

SUMMARY ACTION:

Minute Motion Approving Summary Action List

The Council considered the Summary Action List including:

1. Resolution Appointing Members to the Trails Committee. Members with three-year terms include: Todd Argyle (term ends January 2022), Ronda Mills (term ends March 2021), Scott Cornford (term ends January 2022), Tracy McCoy (term ends March 2021), Natalie Larson (term ends November 2021), Annie McDonald (term ends October 2022), Brad McDonald (term ends October 2022), and Kenzie Barlow (term ends February 2023). Paulette Hewitt stepped down as of February 2020. Officers include chair Todd Argyle (one-year term ending May 2021), Vice Chair Ronda Mills (two-year term ending May 2021), and Vice Chair of Electronic Information Scott Cornford (two-year term ending May 2021). Assignments include Tracy McCoy tools and supplies, Natalie Larson public relations; Annie and Brad McDonald Adopt-a-Trail Program, and Kenzie Barlow Mountain Trail Maintenance.
2. Surplus Property for Public Works include a 2011 Dodge Charger, 2012 Dodge Charger, 2001 Dodge Durango, and 2015 PJ Trailer.
3. Plat Amendment for Compton's Point Subdivision
4. Plat Amendment for Somerset Hollow Lot 13 and Summerwood Lot 5
5. The Preserve at Farmington Creek, LLC Improvements Agreement
6. Visionary Homes 2020 LLC Improvements Agreement
7. The Governor's Office of Economic Development Utah Outdoor Recreation Grant for Project "THE FARM" Mountain Bike Park. This is a bike park on 44 acres of land at the mouth of Farmington Canyon. The total sum is \$125,000.
8. International Mountain Bicycling Association Trail Solutions Program for the Project "THE FARM" Mountain Bike Park. This is for a total sum of a grant of \$8,000 intended to pay for design work on the bike park.
9. Approval of Minutes from May 5, 2020
10. Approval of Minutes from May 19, 2020

Motion:

Shumway moved to approve the Summary Action list items as noted in the staff report.

Beus seconded the motion. All Council members voted in favor, as there was no opposing vote.

NEW BUSINESS:

Staker Parson Agreement to Construct the FY2021 Road Maintenance Project

Assistant City Manager/Engineer **Chad Boshell** presented. This project was put out to bid by Engineering in June to cover next fiscal year for chip seals, milling, new overlays, crack sealing and slurry seals. Street Superintendent **Cory** has compiled a list and keeps track of the roads. Of the five bids that came in, Staker Parson was the lowest in the tight range of bids. Staker did a project for the City two years ago. Kilgore got the bid for this year. The bid has gone back and forth between the two for more than 15 years, and **Boshell** feels comfortable awarding this bid to Staker Parson.

This bid involves money in the budget that is set to be approved at the June 23, 2020, City Council meeting. **Boshell** said he will not sign any contracts until the budget is approved. There is a short paving season in Utah, and he would like to have work completed by October. He noted that with the concerns of decreased revenues during Covid, the City could get two-thirds of the job done by October, and then consider finishing the remaining third in the spring if revenues pick back up.

Motion:

Anderson moved to approve the agreement and bid from Staker Parson for the construction of road maintenance improvements in the amount of \$1,343,482.28 to be paid from various street maintenance funds.

Isaacson seconded the motion. All Council members voted in favor, as there was no opposing vote. **Isaacson** said the agreement looked good, and noted one spelling error. **Boshell** said it would be corrected.

Leon Poulsen Construction Agreement to Construct the Burke Lane Roadway Project

Boshell presented. He said he has been actively designing this project for five years, due to the nature of the area and how fast things change. He said it is past the contracted deadline to finish Burke Lane, but all are aware of the difficulties of this project. The plan going forward is to construct from the Red Barn and extend to 1525 West. Designs have been done all the way to the Rail Trail, but construction on those parts will wait until development happens on both sides. There is an extreme amount of fill to bring in to level the area. Medians will not be filled with concrete, but with top soil until a projected landscape plan can come in for future approval. In the future there is a detention basin and a significant amount of storm drains to be paid out of impact fees, with the remainder to be paid out of street impact fees from RDA CenterCal. The project includes lowering some water lines to make the road drain, as well as the removal and lowering of 1,100 feet of culinary water lines. New secondary water lines will go down Burke Lane and to the future park.

The engineers estimate the project cost to be \$3.2 million, and the bids came in very close. There was \$50,000 between the low bid and the second bid. The difference between the second and third bids was \$3,000. The City's consultant, J-U-B Engineers, had nothing negative to say

about Leon Poulsen Construction. The City will save \$200,000 to \$300,000 since most the engineering will be done in-house. **Boshell** expects between \$50,000 to \$100,000 in change orders, as it is not certain what will be found underground.

Motion:

Isaacson moved to approve the agreement and bid from Leon Poulsen Construction for the construction of the Burke Lane Roadway Project in the amount of \$2,496,406.00 to be paid from storm water impact fees, street impact fees and CenterCal.

Wayment seconded the motion. All Council members voted in favor, as there was no opposing vote.

Isaacson asked about the insurance and bonding requirement. **Boshell** said it was addressed in the general conditions of the bid. He mentioned that the form was one used by the City's former consultant, and has been reviewed by the City Attorney.

Pick-up Contribution for Public Safety and Firefighter Tier II Employees

City Recorder **Holly Gadd** presented. Due to the cost of retirement plan enhancements, contributions to the Tier II Public Safety and Firefighter Retirement Plan have been increased from 12 percent to 14 percent for the employer and 2.27 percent for the employee. Employees have not had to contribute previously to the pension. Federal and State law states that employers may take formal action to pick up required employee contributions, which will be paid by the employer in lieu of employee contributions. In order to stay competitive in hiring and retaining Public Safety employees and Firefighters, the City would like to pick up the 2.27 percent required to be paid for all City employees participating in the Public Safety and Firefighter Tier II Contributory Retirement System. **Gadd** said that in checking with other cities in the state, most are covering the employee portion. **Pace** said that when the State covered the employee portion, it set in motion cities covering the employee portion as well.

Motion:

Anderson moved to approve the resolution to pick-up the employee contributions required to be paid for employees participating in the Public Safety and Firefighter Tier II Contributor Retirement System beginning July 1, 2020.

Beus seconded the motion. All Council members voted in favor, as there was no opposing vote.

GOVERNING BODY REPORTS:

City Manager Report

Pace presented the Building Activity Report for May.

Mayor Talbot and City Council Reports

Shumway said the volunteer Trails Committee has new people who embrace high mountain maintenance. Recent rains have led to significant rock slides that have made the Farmington Creek Trail almost impassable.

She has been informed that the Forest Service has approved the Bonneville Shoreline Trail, which will impact Farmington as it stretches between Weber and Salt Lake County. Currently 10 miles of the trail will cross private property, and future negotiations may change alignments.

Shumway said there is intent to move forward on 15 miles of the project from Mueller Park Canyon to Ensign Peak, with a planned November 2020 start to construction. She said while this is exciting, it will be a hot topic coming through Farmington with property owner Armstrong.

Mayor Talbot asked **Shumway** to push completion of the trail book.

Beus thanked those involved with resolving issues lately on the Haight Creek Trail.

Isaacson asked about the ending of Park Lane that looks like a badly planned eyesore. **Pace** said it needs to be tied back into Clark Lane.

Mayor Talbot thanked City Council members for providing individual feedback to STACK for an upcoming agenda item.

He said most of the ballot voting will be done by mail, as there is not going to be anything provided at City Hall or the Community Center. Residents can drop ballots at City Hall, and there will be a drive-up facility at the fairgrounds. It will save the City money to not man ballot boxes. **Talbot** mentioned that it will be hard for a lot of people to not have Festival Days this year, but he asked City Council members to be supportive of this decision due to the pandemic. The City Pool is set to open on June 15, but it will not be business as usual. It will be limited to swimming lessons and lap swimming in the morning, with plans to continue to open slowly. He said it was nice to see the Council Members in person at the meeting.

ADJOURNMENT

Motion:

Shumway made a motion to adjourn the meeting. **Beus** seconded the motion, which was unanimously approved.

Holly Gadd, Recorder



FARMINGTON CITY

City Council Staff Report

H. JAMES TALBOT
MAYOR
BRIET ANDERSON
SHAWN BEUS
SCOTT ISAACSON
AMY SHUMWAY
REBECCA WAYMONT
CITY COUNCIL
SHANE PACE
CITY MANAGER

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: July 7, 2020

SUBJECT: **CONSIDER APPROVAL OF A FEDERAL AID AGREEMENT WITH UDOT FOR THE 400 WEST AND STATE STREET PEDESTRIAN SIGNAL CROSSING**

RECOMMENDATION

Approve the Federal Aid Agreement with UDOT for the 400 West and State Street Pedestrian Signal Crossing.

BACKGROUND

The City applied for and received federal funding through the Wasatch Front Regional Council for funding to install a Pedestrian Signal at 400 West and State Street. This intersection has had one pedestrian fatality and has other safety concerns. The project will include a pedestrian crossing with other improvements as warranted and as funds allow. The attached agreement dictates the management of the federal funds. The City will be reimbursed up to \$233,075 and has an obligation of \$16,925 and all overage costs which is not expected. City Staff have reviewed the master agreement and recommends approving it with UDOT.

SUPPLEMENTAL INFORMATION

1. Federal Aid Agreement

Respectfully Submitted

Chad Boshell, P.E.
City Engineer

Reviewed and Concur

Shane Pace
City Manager



**State of Utah
Department of Transportation**

Federal Aid Agreement for Local Agency Project CFDA No. 20.205 Highway Planning and Construction	Farmington City - Chad Bosheil	Maximum Project Value Authorized \$250,000
PIN Number 13853 FINET Number 55323 FMIS Number FC14181 DUNS Number 051537033	Project Number F-1454(1)1 PIN Description State Street and 400 West Ped Crossing and Signal	Agreement Number (Assigned By Comptroller/s) Date Executed

This Agreement is entered into this _____ by and between the Utah Department of Transportation ("UDOT") and Farmington City "Local Agency", a political subdivision(s) of the State of Utah.

The (City/County) has a project that will receive financing from federal-aid highway funds. The Project consists of State Street and 400 West Ped Crossing and Signal, located at Farmington City and identified as project number F-1454(1)1;

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the City/County to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

State Wide Transportation Improvement Program STIP 2020 - 2023

Fund*	Prior	2020	2021	2022	2023	Total	Fed Aid	State	Other	Pct
TAF USD O/L	50	\$250,000	\$0	\$0	\$0	\$250,000	\$233,075	50	\$116,905	67
Total:	50	\$250,000	\$0	\$0	\$0	\$250,000	\$233,075	50	\$116,905	67

AGREEMENT

Now, therefore, the parties agree as follows:

- I. **Description of the Project.**
- II. **UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:**
 - A. Oversee compliance with federal and state regulations.
 - B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
 - C. Assign a UDOT Project Manager to:
 1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
 2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
 4. Prepare and process the federal aid agreement before project initiation.
 5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
 6. Assist the local agency to process and approve Consultant Pay Requests.
 7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
 8. Coordinate to ensure ongoing communication with the local project sponsor.
 9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
 10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
 11. Coordinate betterment items and finalize agreements prior to construction advertising.
 12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
 13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
 14. Coordinate the UDOT project closeout process.

III. **Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.**

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

- A. The Local Agency shall assign a representative to serve as the Local Project Manager to:
 1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
 2. Coordinate with the UDOT Project Manager concerning the funding.
 3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
 4. Manage the day-to-day activities of the Project as follows:
 - a. Consultant and professional services used on the Project.
 - b. The Local Agency shall recommend and approve consultant pay requests.
 - c. Project scope, schedule, budget, and quality.
 - d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
 - e. Coordination with the assigned UDOT Project Manager.
 - f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - g. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.
 - h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
 - i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):

- 1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
 - 2) Participate as the active lead in project team meetings as well as all field and plan reviews.
 - 3) Ensure NEPA Environmental clearances and approvals are obtained.
 - 4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
 - 5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
 - 6) Ensure construction standards and specifications are met.
 - 7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.
- j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
 - k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
 - l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
 - m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
 - n. Approve the final advertising package and obtain local signature approval advertisement.
 - o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
 - p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
 - q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
 - r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
 - s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
 - t. Assist to provide all documentation needed for construction project close out including Buy America certification.
 - u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

IV. Funding. Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition the Local Agency agrees to pay 100% of the overruns that exceed \$250,000 and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

Flexible match (soft match) will only be utilized on this project if the flexible match is approved by the UDOT Local Government Programs Engineer and the flexible match is included in this agreement prior to execution. Flexible match will not be added to the project after this agreement has been executed.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to Chad Boshell at CBOSHELL@FARMINGTON.UTAH.GOV, the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 14150 IU, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

V. Local Agency's Reimbursement Claims. The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. The Local Agency shall certify to UDOT that it has conformed to all the requirements of applicable state and federal law, Consultant Services Manual of Instruction, Local Public Agency Guide, and all the provisions of the contract, as a condition of and prior to receiving payment under the contract.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203 <http://www.gpoaccess.gov/cfr/retrieve.html>.

VI. Federal Aid Project Compliance. Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, , UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

VII. Project Authorization for Federal Aid. The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the FMIS Close Out End Date will not be eligible for Federal reimbursement and the Local Agency will be required to pay 100% of those costs. This end date can be found on the UDOT website at the following link: [Local Government Close Out Dates](#). FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

VIII. Indemnity clause. UDOT and Local Agency are both governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, and costs, including attorney's fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Act. The obligation to indemnify is limited to the dollars amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

IX. Single Audit Act. The Local Agency, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A sub-recipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200. Upon conclusion of the 2 CFR 200 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

X. Maintenance. The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

XI. Utilities. The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

XII. Availability of Records. For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

XIII. Right of Way. The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual, including the procurement process for contracting with consultants. The Local Agency shall use the right of way module in ePM for acquisitions. The Local Agency shall utilize UDOT's contracting processes to hire consultants to provide Right of Way services. This requirement includes selection methods, consultants being on the approved pool, and the contracts going through UDOT Consultant Services. Noncompliance with these requirements may result in UDOT withholding federal funds. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of-way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: <http://www.udot.utah.gov/main/f?p=100:page:1:T,V,003,34723>.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property

acquired with Federal assistance be used for Title 23 eligible projects. Refer to <http://www.gocaccess.gov/civilretrieve.html> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

XIV. Change in Scope and Schedule. Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e, MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

XV. UDOT Service Costs. UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

XVI. Additional Contracting Party. If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

XVII. Termination. This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

XVIII. Miscellaneous.

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

XIX. Content Review

Language content was reviewed and approved by the Utah AG's office on August 16, 2018.

LOCAL AGENCY

By _____

Date _____
Farmington City Official

Utah Department of Transportation

By _____
Region Director

Date _____

UDOT Comptroller

By _____
Comptroller's Office

Date _____



FARMINGTON CITY

City Council Staff Report

H. JAMES TALBOT
MAYOR
BRETT ANDERSON
SHAWN BEUS
SCOTT ISAACSON
AMY SHUMWAY
REBECCA WAYMENT
CITY COUNCIL
SHANE PACE
CITY MANAGER

To: Honorable Mayor and City Council
From: Chad Boshell, City Engineer
Date: July 7, 2020
SUBJECT: CONSIDER APPROVAL OF A FEDERAL AID AGREEMENT WITH UDOT FOR THE PARK LANE WIDENING PROJECT

RECOMMENDATION

Approve the Federal Aid Agreement with UDOT for the Park Lane Widening Project.

BACKGROUND

The City applied for and received federal funding through the Wasatch Front Regional Council for funding to install curb, gutter, sidewalk, and asphalt along the frontage of 326 west Park Lane. Last year the City bought and demolished the old pink house that was located at this property so that the City and UDOT could widen Park Lane and finish this section and connect sidewalk. When the Ascent Construction office building was constructed they did not want to widen the road at that time so they entered into an extension agreement to do so at a later time. This project will design the widening from Park Lane and Main Street to the hotel. It will only install improvements along the 326 West Park Lane frontage. The attached agreement dictates the management of the federal funds. The City will be reimbursed up to \$71,041 and has an obligation of \$5,159 and all overage costs. There is not enough money to finish the widening and the project will at a minimum install sidewalk and hopefully curb and gutter, the remaining improvements will need to be obtained. At the end of the project it is proposed that the City call on the Ascent extension agreement to finish the widening along their frontage. City Staff have reviewed the master agreement and recommends approving it with UDOT.

SUPPLEMENTAL INFORMATION

1. Federal Aid Agreement

Respectively Submitted

Chad Boshell, P.E.
City Engineer

Reviewed and Concur

Shane Pace
City Manager



**State of Utah
Department of Transportation**

Federal Aid Agreement for Local Agency Project CFDA No. 20.205 Highway Planning and Construction	Farmington City - Chad Boshell	Maximum Project Value Authorized \$76,200
PIN Number 10954 FINET Number 55324 FMIS Number F014182 DUNS Number 051537033	Project Number F-0225(3)1 PIN Description Park Lane & 326 West Sidewalk - Farmington	Agreement Number (Assigned By Comptrollers) Date Executed

This Agreement is entered into this _____ by and between the Utah Department of Transportation ("UDOT") and Farmington City "Local Agency", a political subdivision(s) of the State of Utah.

The (City/County) has a project that will receive financing from federal-aid highway funds. The Project consists of Park Lane & 326 West Sidewalk - Farmington, located at Farmington City and identified as project number F-0225(3)1;

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the City/County to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

State Wide Transportation Improvement Program STIP 2020 - 2023

Fund	Prior	2020	2021	2022	2023	Total	Fed Aid	State	Other	Pct
TAS URB CE	\$0	\$76,200	\$0	\$0	\$0	\$76,200	\$71,041	\$0	\$5,159	6.77%
Total:	\$0	\$76,200	\$0	\$0	\$0	\$76,200	\$71,041	\$0	\$5,159	6.77%

AGREEMENT

Now, therefore, the parties agree as follows:

I. **Description of the Project.**

II. **UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:**

- A. Oversee compliance with federal and state regulations.
- B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
- C. Assign a UDOT Project Manager to:
 - 1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
 - 2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - 3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
 - 4. Prepare and process the federal aid agreement before project initiation.
 - 5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
 - 6. Assist the local agency to process and approve Consultant Pay Requests.
 - 7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
 - 8. Coordinate to ensure ongoing communication with the local project sponsor.
 - 9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
 - 10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
 - 11. Coordinate betterment items and finalize agreements prior to construction advertising.
 - 12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
 - 13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
 - 14. Coordinate the UDOT project closeout process.

III. **Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.**

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

A. The Local Agency shall assign a representative to serve as the Local Project Manager to:

- 1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
- 2. Coordinate with the UDOT Project Manager concerning the funding.
- 3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
- 4. Manage the day-to-day activities of the Project as follows:
 - a. Consultant and professional services used on the Project.
 - b. The Local Agency shall recommend and approve consultant pay requests.
 - c. Project scope, schedule, budget, and quality.
 - d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
 - e. Coordination with the assigned UDOT Project Manager.
 - f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - g. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.
 - h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
 - i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):

- 1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
 - 2) Participate as the active lead in project team meetings as well as all field and plan reviews.
 - 3) Ensure NEPA Environmental clearances and approvals are obtained.
 - 4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
 - 5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
 - 6) Ensure construction standards and specifications are met.
 - 7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.
- j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
 - k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
 - l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
 - m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
 - n. Approve the final advertising package and obtain local signature approval advertisement.
 - o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
 - p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
 - q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
 - r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
 - s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
 - t. Assist to provide all documentation needed for construction project close out including Buy America certification.
 - u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

IV. Funding. Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition the Local Agency agrees to pay 100% of the overruns that exceed \$73,200 and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

Flexible match (soft match) will only be utilized on this project if the flexible match is approved by the UDOT Local Government Programs Engineer and the flexible match is included in this agreement prior to execution. Flexible match will not be added to the project after this agreement has been executed.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to Chae Boshell at CBOSHELL@FARMINGTON.UTAH.GOV, the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

V. Local Agency's Reimbursement Claims. The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. The Local Agency shall certify to UDOT that it has conformed to all the requirements of applicable state and federal law, Consultant Services Manual of Instruction, Local Public Agency Guide, and all the provisions of the contract, as a condition of and prior to receiving payment under the contract.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203 <http://www.epcaccess.gov/cfr/retrieve.html>

VI. Federal Aid Project Compliance. Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

VII. Project Authorization for Federal Aid. The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the FMIS Close Out End Date will not be eligible for Federal reimbursement and the Local Agency will be required to pay 100% of those costs. This end date can be found on the UDOT website at the following link: [Local Government Close Out Dates](#). FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

VIII. Indemnity clause. UDOT and Local Agency are both governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, and costs, including attorney's fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Act. The obligation to indemnify is limited to the dollars amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

IX. Single Audit Act. The Local Agency, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A sub-recipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200. Upon conclusion of the 2 CFR 200 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

X. Maintenance. The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

XI. Utilities. The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

XII. Availability of Records. For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

XIII. Right of Way. The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual, including the procurement process for contracting with consultants. The Local Agency shall use the right of way module in ePM for acquisitions. The Local Agency shall utilize UDOT's contracting processes to hire consultants to provide Right of Way services. This requirement includes selection methods, consultants being on the approved pool, and the contracts going through UDOT Consultant Services. Noncompliance with these requirements may result in UDOT withholding federal funds. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of-way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: <http://www.udot.utah.gov/main/f?p=100:page:::TV,808,34720>.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property

acquired with Federal assistance be used for Title 23 eligible projects. Refer to <http://www.gpoaccess.gov/cfr/retrieve.html> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

XIV. Change in Scope and Schedule. Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e., MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

XV. UDOT Service Costs. UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

XVI. Additional Contracting Party. If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

XVII. Termination. This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

XVIII. Miscellaneous.

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.



**Consultant Services
Federal Aid Agreement Review/Approval Routing Form**

STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES

TODAY'S DATE 6/25/2020
PM REQUEST DATE 6/25/2020

FEDERAL AID
AGREEMENT NO.

Project No.: F-0225(8)1 PIN No.: 10954
PIN Description: Park Lane & 325 West Sidewalk - Farmington FINET Prog Code No.: 55324

UDOT Project Manager	UDOT Contract Administrator
David Adamson 136 West Southwell Street Cgden, UT 84404 (801)620-1838 dearamon@utah.gov	Michael R. Butler (Acting as UDOT) PO Box 148400 Salt Lake City Utah 84114-8400 (501)815-4367 michaelbutler@utah.gov

Local Government
Farmington City 130 N MAIN Farmington, UT 84025-0160 Chad Boshell, (801) 939-9287 CBOSHELL@FARMINTON.UTAH.GOV

Project Value	\$76,200
Federal Match	\$71,041
Local Government Match	\$5,159
State Match	\$0

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the general instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.

CITY COUNCIL AGENDA

For Council Meeting:
July 7, 2020

S U B J E C T: City Manager Report

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:
July 7, 2020

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

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