

FARMINGTON CITY, UTAH

ORDINANCE NO. 2014 -

AN ORDINANCE ADOPTING LOCAL AMENDMENTS TO THE INTERNATIONAL BUILDING CODE (IBC) AND INTERNATIONAL RESIDENTIAL CODE (IRC) REGARDING AUTOMATIC SPRINKLER SYSTEMS.

WHEREAS, Farmington City has previously requested and obtained approval from the Utah Uniform Building Code Commission for local amendments to the IBC and IRC regarding automatic sprinkler systems; and

WHEREAS, such approved local amendments to the IBC amending Sections 903.2.8 and 903.3 of the IBC is more particularly set forth in Section 15A-4-103 of the Utah Administrative Code; and

WHEREAS, such approved local amendment to the IRC amending Sections R313.1 and R313.2, and R313.2.1, of the IRC is more particularly set forth in Section 15A-4-203 of the Utah Administrative Code; and

WHEREAS, Farmington City desires to ratify and/or affirm the adoption of approved local amendments to the IBC and IRC for Farmington City by Ordinance as more particularly provided herein;

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

Section 1. Amendment/Adoption. In accordance with Section 15A-4-103 of the Utah Administrative Code, Sections 903.2.8 and 903.3 of the IBC are hereby amended and adopted by Farmington City to read in its entirety as follows:

903.2.8 When Required. An automatic sprinkler system shall be installed throughout every dwelling in accordance with NFPA 13-D, when any of the following conditions are present:

1. The structure is over two stories high, as defined in the building code.

Exception: **Bonus Room**

A Bonus Room is defined as additional living space built into the roof truss space. This living space is accessed by a flight of stairs and may include one or more lofts, closets, and or bathrooms. Access space between the bottom of the stairs and the Bonus Room entrance may extend over the main floor outside the truss structure and not be sprinkled if the square footage of this space (landings and lofts) is less than or equal to 175 square feet. If the Bonus Room space itself is more than 400 square feet it must include egress windows.

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

**FARMINGTON CITY COUNCIL MEETING
NOTICE AND AGENDA**

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, July 1, 2014, 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

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

7:05 Executive Summary for Planning Commission held June 19, 2014

7:10 Update Funding Plan for Park and Gym

PRESENTATION OF PETITIONS AND REQUESTS:

7:20 Proposed Fire Sprinkler Ordinance Change

7:30 Final Plat for Phase 1 of the Station Avenues Subdivision and Development Agreement

7:40 Preliminary PUD Master Plan for the Meadows at City Park

7:50 Construction of Stoneybrook and 100 East Waterline Replacement Project – Ormond Construction

8:00 Construction of FY2015 Road Maintenance Project – Kilgore Contracting

8:10 Advanced Paving to Construct the 650 West Road Widening Project

SUMMARY ACTION:

8:20 Minute Motion Approving Summary Action List

1. Approval of Minutes from May 13, 2014
2. Approval of Minutes from June 17, 2014

GOVERNING BODY REPORTS:

8:25 City Manager Report

1. Fire Monthly Activity Report for May

8:30 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 26th day of June, 2014.

FARMINGTON CITY CORPORATION

By: 
Holly Gadd, City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:
July 1, 2014

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

It is requested that City Council Member Cory Ritz give the invocation/opening comments to the meeting and it is requested that City Council Member Doug Anderson lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:
July 1, 2014

S U B J E C T: Executive Summary for Planning Commission held June 19, 2014

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



FARMINGTON CITY

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

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson, Associate Planner
Date: June 20, 2014
SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION HELD ON
JUNE 19, 2014

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on June 19, 2014 [note: six commissioners attended the meeting—Rebecca Waymen, Kris Kaufmann, Heather Barnum, Kent Hinckley, and alternate commissioner Karolyn Lehn; excused commissioners were Brett Anderson, Mack McDonald and Michael Nilson.

Item #3 – Pete Smith/Advanced Solution Group (Public Hearing) – Applicant is requesting a recommendation and approval to amend the Preliminary PUD Master Plan and Preliminary Plat for the Nichols Nook Subdivision and to rename it The Meadows at City Park Subdivision (9 lots) on 1.29 acres located at approximately 50 S. 100 W. in an R-4 zone. (S-10-13)

Initially, the planning commission voted to table this item to allow for time for the City attorney, engineer and planner to further review the item.

However, the planning commission later decided to reconsider item #3 as Dave Petersen was able to address many of the concerns and questions about the history of this project, particularly as it related to the development agreement and the vesting related thereto.

After the item was reopened, the planning commission voted to approve and recommend this item for approval as written in the staff report with the added condition that staff meet with Hank Werner to explain why the Commission reconsidered the motion.

Vote: 4-0

Item #4 – Nathan and Kamela Miller (Public Hearing) – Applicant is requesting conditional use approval for a proposed detached garage to include an accessory dwelling unit and a workshop for a home located at 167 E. 100 N. in an OTR (Original Townsite Residential) Zone. (C-14-14)

Voted to approve this item as written in the staff report.

Vote: 4-0

Item #5 – Olympus Fireworks – (Public Hearing) – Applicant is requesting temporary use approval for an outdoor firework sales tent at 1284 North 1075 West. (TU-1-14)

Voted to approve this item as written in the staff report with an amendment to condition 5 with the following added language:

5- ...and that the temporary use permit ends on July 27, 2014.

Vote: 4-0

Item #6 – Farmington City (Discussion Item Only) – Applicant is requesting a recommendation to amend the Zoning Ordinance by modifying Chapter 12 regarding Conservation Subdivisions. (ZT-3-14)

The Planning Commission gave staff direction on how to proceed towards amending Chapters 11 and 12 of the Zoning Ordinance regarding Conservation Subdivisions. The biggest issue was that they want some lot dimension standards that can be utilized uniformly for all Conservation Subdivisions, giving the City less discretion.

Item #7a – Craig Holmes (Public Hearing) – Applicant is requesting a special exception for a U-Haul dealership as an adaptive reuse in the BR Zone for property located at 97 North Main in the BR (Business Residential) Zone. (M-1-14)

Voted to approve this item as written in the staff report with the added conditions as follows:

5. A no-parking or subject to fine posting be placed on the applicant's drop box when U-Hauls are returned;

6. The City reserves the right to be able to put up "No Parking" signs and/or paint the curb red if the on-street parking of trucks or trailers becomes an issue.

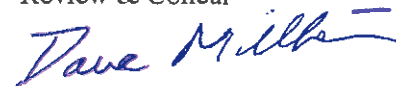
Vote 4-0

Respectfully Submitted



Eric Anderson
Associate Planner

Review & Concur



Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
July 1, 2014

SUBJECT: Update Funding Plan for Park and Gym

ACTION TO BE CONSIDERED:

Decide to move forward with the funding plan for the park and gym.

GENERAL INFORMATION:

See enclosed staff report prepared by Keith Johnson.

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



FARMINGTON CITY

City Council Staff Report

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: June 24, 2014

Subject: **UPDATE FUNDING PLAN FOR THE PARK AND GYM.**

RECOMMENDATIONS

Decide to move forward with the funding plan for the Park and gym.

BACKGROUND

The funding plan for the gym and park will be \$5,000,000 from G.O. bond proceeds, the \$1,600,000 from the RAP tax both of which will be on the ballot this November. We have increased the bond amount from \$3.5 Million to \$5 million in order to fund the gym and to build some of the park. This will be a tax increase of \$ 4.11 per \$100,000 home over and above the tax for the \$3.5 million for a total tax of \$ 16.83 per \$100,000 home for the total bond.


There is also around \$550,000 in savings and impact fees that can be used for the gym and park. The architects say that a gym the same size as the one in Clearfield, which is the bigger size, can be built for \$4,500,000 to \$5,000,000 and the park for around \$5,000,000. The park will be built in phases. There will have to be improvements done to 650 W in front of the park and 1100 W in front of the gym and park area. The first phase of the park will include the parking lot, restrooms, storage, maybe playground and bowery and 14 acres or so of fields.

The park impact fees need to be updated and revised. The City will have to RFP for a consultant to do the impact fee analysis and to have it presented to the City Council. This will take a few months to do and to bring to the City Council.

Respectfully Submitted,


Keith Johnson,
Assistant City Manager

Review and Concur,


Dave Millheim,
City Manager

Farmington City
General Obligation (G.O.) Bonding
For Gym and Park

Property tax needed for Bonding

3.5 Million Bond
\$12.11 to \$12.73 Per year per \$100,000

5 Million Bond
\$15.83 Per year per \$100,000

CITY COUNCIL AGENDA

For Council Meeting:
July 1, 2014

S U B J E C T: Proposed Fire Sprinkler Ordinance Change

ACTION TO BE CONSIDERED:

Approve the enclosed ordinance amending the existing fire sprinkler ordinance to simplify and to make easier to understand for contractors, architects and home owners.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Miller.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

DOUG ANDERSON
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CORY R. RITZ
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and Council

From: Eric Miller, Building Official

Date: June 10, 2014

Subject: Fire Sprinkler Ordinance Change

RECOMMENDATION

Approve the enclosed ordinance amending the existing fire sprinkler ordinance (ord. #2005-35, August 17, 2005) to simplify and to make easier to understand for contractors, architects and home owners.

BACKGROUND

For the past year the City has been having quarterly meetings with the Utah Home Builders Association to help them understand some of the new ordinances that have been adopted and put into City Code. One of the issues that the Home Builders Association brought up was the fire sprinkler ordinance. The Utah Home Builders Association did not have a problem with fire sprinklers in general; however, they did have an issue with the definition of a (3) story home and the size of homes that they were having too fire sprinkler. At one of the meetings, Dave Millheim asked Chris Martineau, of Martineau Homes, Jerry Preston, of JPC, and me, to evaluate the ordinance and try to come up with a simplified way of

determining when fire sprinklers are needed. Mr. Martineau, Mr. Preston, Fire Department, and I have met several times in the past several months to talk about these issues, and together as a group we have put together some new square footage numbers and have included an exception to bonus rooms on 3 story homes. The Fire Department and Home Builders Association agree on the new square footage of homes, and the change to not count bonus rooms if it meets the exception definition we have provided. The International Residential Building Code requires that all homes must have fire sprinklers; however, the State of Utah has taken this out of the code due to the concerns of the Home Builders Association and the Association's involvement at the legislative level of the State.

I have had many discussions with short-tempered unhappy builders and property owners at the counter to help them understand why the City is requiring them to provide fire sprinklers. The major issue is the determination of that third story. In some cases I must establish that a two story home with a basement is a "three story" home, because the lowest level can no longer qualify as a basement and must be identified as a story. Despite the good working relationship I have fostered with the building community over the years, these determinations, which I must offer per the code, cause a great deal of ill-will (not on our part) and tenuous feelings from the builders.

Please favorably consider the enclosed amendment to the fire sprinkler ordinance prepared in cooperation with the Home Builders Association and with input from the Fire Department. All parties desire to keep the fire sprinkler ordinance. The enclosed draft amendment provides a compromise as follows; continue to require fire sprinklers in 3 story buildings except for bonus rooms (per exception definition) for all residential buildings. The other change is to include counting all square footages of the entire single family home including all garages and basements. The only square footages that would not be counted would be covered patios and/or decks. The reason for counting the garages is to make it easier to account for all

spaces so that there is no question about the definition of a garage or storage.

Once this ordinance has been approved by the Mayor and Council we will need to forward this change to the Utah State Building Codes Commission and to the Utah State Fire Prevention Board to enact this as part of State Law.

Respectfully Submitted,

Eric Miller



Building Official

Dave Millheim



City Manager

2. The nearest point of the structure is more than 150 feet away from the public way;
3. The total floor area exceeds 10,000 square feet (including all floors, garages, and basements) or if any one story exceeds 5,000 square feet (excluding garages and basements).
4. The structure is located on a street constructed after March 1, 2000 that has a gradient over 12% and, during fire department response access to the structure will be gained by using such street. If the access is intended to be from a direction where the steep grade is not used, as determined by the chief, these criteria shall not apply.

903.3 Installation Requirements and Standards. Such sprinkler systems shall be installed in basements but need not be installed in garages, under eaves, or in enclosed attic spaces unless required by the chief.

Section 2. Amendment/Adoption. In accordance with Section 15A-4-203 of the Utah Administrative Code, Sections R313.1 and R313.2, and R313.2.1 of the IRC are hereby amended and adopted by Farmington City to read in its entirety as follows:

R313.1 and R313.2 When Required. An automatic sprinkler system shall be installed throughout every dwelling in accordance with NFPA 13-D, when any of the following conditions are present:

1. The structure is over two stories high, as defined in the building code.

Exception: Bonus Room

A Bonus Room is defined as additional living space built into the roof truss space. This living space is accessed by a flight of stairs and may include one or more lofts, closets, and or bathrooms. Access space between the bottom of the stairs and the Bonus Room entrance may extend over the main floor outside the truss structure and not be sprinkled if the square footage of this space (landings and lofts) is less than or equal to 175 square feet. If the Bonus Room space itself is more than 400 square feet it must include egress windows.

2. The nearest point of the structure is more than 150 feet away from the public way;
3. The total floor area exceeds 10,000 square feet (including all floors, garages, and basements) or if any one story exceeds 5,000 square feet (excluding garages and basements).
4. The structure is located on a street constructed after March 1, 2000 that has a gradient over 12% and, during fire department response access to the structure will be gained by using such street. If the access is intended to be

from a direction where the steep grade is not used, as determined by the chief, these criteria shall not apply.

R313.2.2 Installation Requirements and Standards. Such sprinkler systems shall be installed in basements but need not be installed in garages, under eaves, or in enclosed attic spaces unless required by the chief.

Section 3. Severability. If any section, subsection, clause, sentence or portion of this Ordinance is declared, for any reason, to be unconstitutional, invalid, void or unlawful, such decision shall not affect the validity of the remaining portions of the Ordinance and such remaining portions shall remain in full force and effect.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting or thirty (30) days after final passage by the City Council, whichever is closer to the date of final passage.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 1st day of July, 2014.

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

Existing

R156-56-712. Local Amendments to the IRC.

The following are adopted as amendments to the IRC to be applicable to the following jurisdictions:



City of Farmington:

Sections R328.1 and R328.2 are added as follows:

R328.1 When Required. An automatic sprinkler system shall be installed throughout every dwelling in accordance with NFPA 13-D, when any of the following conditions are present:

1. The structure is over two stories high, as defined in the building code;
2. The nearest point of structure is more than 150 feet from the public way;
3. The total floor area of all stories is over 5,000 square feet (excluding from the calculation the area of the basement and/or garage); or
4. The structure is located on a street constructed after March 1, 2000 that has a gradient over 12% and, during fire department response, access to structure will be gained by using such street. (If the access is intended to be from a direction where the steep gradient is not used, as determined by the chief, this criteria shall not apply).

R328.2 Installation requirements and standards. Such sprinkler system shall be installed in basements, but need not be installed in garages, under eaves or in enclosed attic spaces, unless required by the chief.

City of North Salt Lake:

Sections R328.1 and R328.2 are added as follows:

R328.1 When Required. An automatic sprinkler system shall be installed throughout every dwelling when the following condition is present:

1. The structure is over 6,200 square feet.

R328.2 Installation requirements and standards. Such sprinkler system shall be installed in basements, but need not be installed in garages, under eaves or in enclosed attic spaces, unless required by the chief.

R156-56 Utah Administrative Code
Issued January 1, 2003

CITY COUNCIL AGENDA

For Council Meeting:
July 1, 2014

**S U B J E C T: Final Plat for Phase 1 of the Station Avenues Subdivision and
Development Agreement**

ACTION TO BE CONSIDERED:

See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR
DOUG ANDERSON
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JAMES YOUNG
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson, Associate City Planner
Date: June 20, 2014
SUBJECT: **FINAL PLAT FOR PHASE I OF THE STATION AVENUES SUBDIVISION
AND DEVELOPMENT AGREEMENT**

RECOMMENDATION

Move that the City Council approve the final plat for Phase I of the Station Avenues Subdivision and Development Agreement subject to all applicable Farmington City codes and development standards and the following conditions:

1. The City Council must approve the attached development agreement regarding the temporary detention basin and the applicant must sign the agreement;
2. The applicant must meet all requirements by UTA to convey storm-water through their right-of-way west to a permanent site on City property and receive final approval, as determined by the City Engineer, prior to recordation;
3. The City and the developer must enter into a reimbursement agreement for any system improvements provided by the developer to construct the project.

Findings for Approval:

1. The property is identified as mixed-use on the General Plan, and the proposed final plat is consistent with that designation.
2. The DRC has reviewed the plan and the last significant unresolved issues which may impact the overall layout of the plan are set forth as conditions of approval.
3. The proposed final plat is consistent with the regulating and other street, block size, and building form standards in the ordinance.
4. Specific to the final plat only, and the recommended conditions of approval, the plan complies with all Zoning and Subdivision Ordinance requirements, and other appropriate regulations.
5. The PMP was approved concurrently to Preliminary Plat on 11-14-2013.
6. The placement of public improvements in relation to gas lines which traverse the property have been approved by the City Engineer, public works, Central Davis Sewer and shall be acceptable to the respective gas companies, which acceptance has been received by the City in writing.

BACKGROUND

The Planning Commission reviewed the Schematic Plan at a public hearing on September 17, 2013, and recommended the plan for approval to the City Council, which they subsequently approved on October

1st. On November 14, 2013 the Planning Commission approved the Preliminary Plat. Now the Final Plat for Phase I is before the City Council. Under normal circumstances, a schematic plan is far less detailed than what was required by staff of the applicant, the reason for this was twofold: first, the plan was hampered by a large petroleum/gas line running through the property that could have potentially affected the lot layouts and overall site plan significantly, as a result the applicant had to provide a detailed explanation. Second, because this constitutes the first development in the RMU zone, it became important that the plan, even at the schematic level show more refinement than what is normally requested. As a result, the Final Plat before you is very similar to what was proposed at both schematic plan and preliminary plat level, but is solely for Phase I.

Project Master Plan (PMP). The proposed project is subject to the development plan review process set forth in Chapter 18 of the Zoning Ordinance. As per Section 11-18-108 of this chapter, an approved PMP, which establishes a "framework for the development of large or phased projects" may be required as a prerequisite for this process. The PMP was approved concurrently with the Preliminary Plat on November 14, 2013.

Subdivision Process. Notwithstanding the forgoing, the developer must follow the subdivision process because each dwelling unit results in a building lot and the streets and trails as shown in red on the attached drawing must be dedicated as public rights of way. This subdivision process consists of three stages: 1) Schematic Plan; 2) Preliminary Plat; and 3) Final Plat. After a careful review of the plan, the City's Development Review Committee (DRC) is recommending final plat approval subject to the conditions set forth in the proposed motion.

The last remaining issue for this development involves storm water. The applicant will need to enter into a development agreement to use a future detention basin to the west of the D&RG Trail (UTA ROW); this detention basin will be a project improvement. Until the detention basin is built, however, a temporary detention basin will need to be built within the project to detain storm water. The applicant is proposing that a temporary detention basin be built on the southern end of the future Phase III, just north of Phase I. The storm water from the temporary detention basin will also need to be conveyed underneath the trail, and the applicant has received a letter of approval from UTA, however, HWH still needs to receive final approval prior to scheduling a pre-construction meeting with the City.

SUPPLEMENTAL INFORMATION

1. Vicinity map
2. Final Plat
3. Landscape Plan
4. Development Agreement with Exhibits
5. UTA Letter

Respectfully Submitted

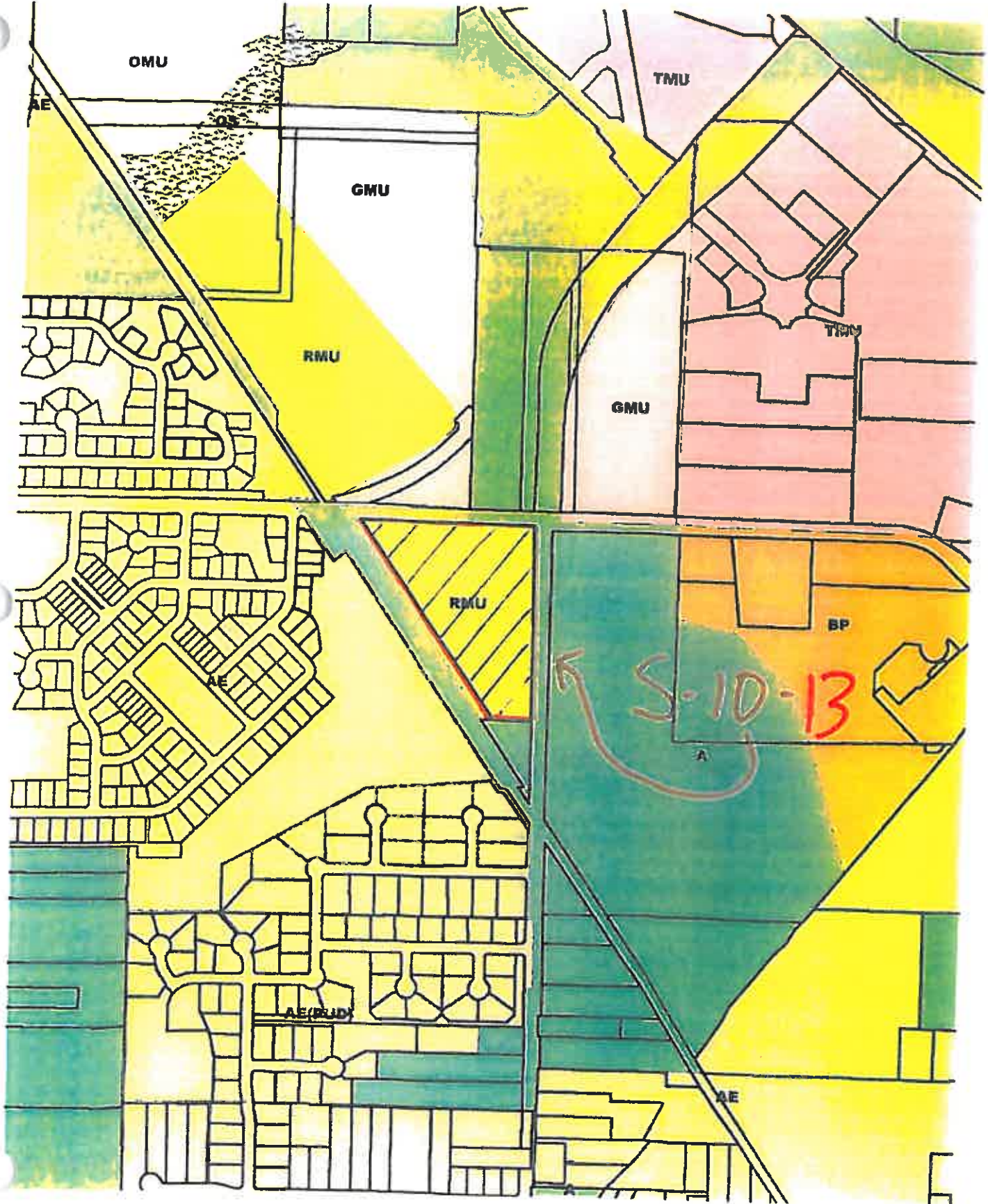


Eric Anderson
Associate City Planner

Concur



Dave Millheim
City Manager



AVENUES AT THE STATION PHASE 1

LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 23
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, Gregory A. Cates, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 141236 as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as:

AVENUES AT THE STATION PHASE 1

and that same has been surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is 589.4721' 4.00' feet from the East Quarter Corner of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running thence S20°07'47"E 578.01' feet; thence N34°42'21"W 754.72' feet; thence N59°17'59"E 125.00' feet; thence N34°42'21"W 10.00' feet; thence N59°17'59"E 42.00' feet; thence N34°42'21"W 139.27' feet; thence S89°42'21"W 77.29' feet along the arc of a non-tangent 234.20' foot radius curve to the right, through a central angle of 2°42'21"; thence N59°17'59"E 194.90' feet; thence N59°17'59"E 77.00' feet; thence N00°11'00"W 45.00' feet; thence N59°17'59"E 104.00' feet; thence N00°11'00"W 45.00' feet; thence N59°17'59"E 104.00' feet; thence N00°11'00"W 45.00' feet to the Point of Beginning.

Contains 228,912 Square Feet or 5.26 Acres.



Date _____
Gregory A. Cates
P.L.S. No. 141236

OWNER'S DEDICATION

Know all men by these presents that I, the undersigned owner(s) of the herein described tract of land, hereby set apart and subdivide the same into lots and streets as shown on this plat and name said plat:

AVENUES AT THE STATION PHASE 1

and do hereby dedicate, grant and convey to Farmington City, Utah, (1) all those parts or portions of said tract of land designated as public streets, the same to be used as public thoroughfares forever; (2) those certain public utility and drainage easements as shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines and drainage; and (3) those parcels designated as public open space, parks, lot or easements, or of similar designation.

In witness whereof, we have hereunto set our hands this ____ day of _____, 20__.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____
On this ____ day of _____, A.D., 20__, personally appeared before me, the undersigned Notary Public, in and for said County of _____, in the State of _____, _____, who after being duly sworn, acknowledged to me that _____ a Limited Liability Company, that _____ signed the Owner's Dedication herein and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC
BOOK NO. _____ COUNTY _____

AVENUES AT THE STATION PHASE 1

LOCATED IN THE EAST HALF OF SECTION 23
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH

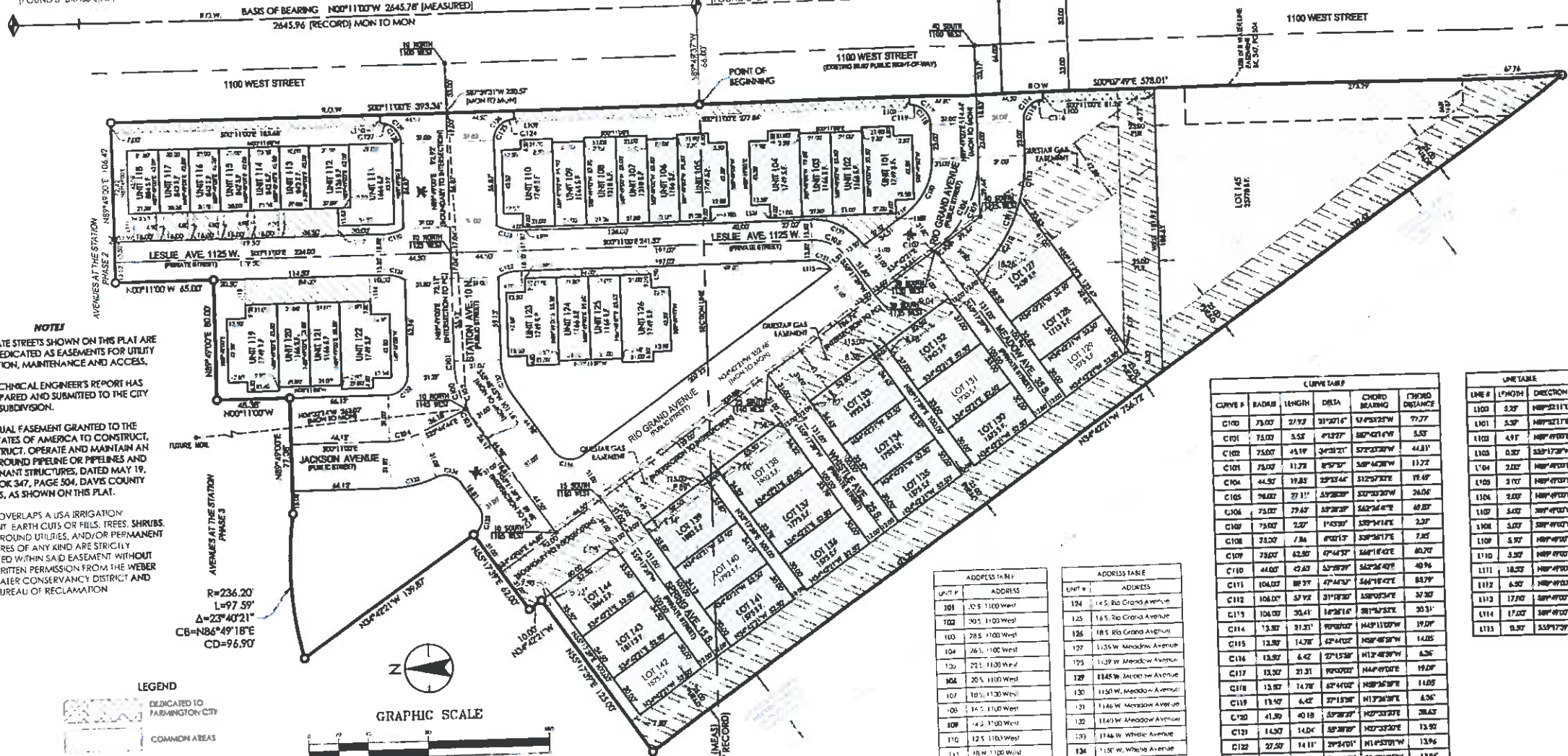
DAVIS COUNTY RECORDER
RECORDED _____

SHEET
1 OF 1

PRELIMINARY

NORTHEAST CORNER SECTION 23
TOWNSHIP 3 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
(FOUND 3" BRASS CAP)

EAST QUARTER CORNER SECTION 23
TOWNSHIP 3 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
(FOUND 3" BRASS CAP)



NOTES
ALL PRIVATE STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED AS EASEMENTS FOR UTILITY INSTALLATION, MAINTENANCE AND ACCESS.

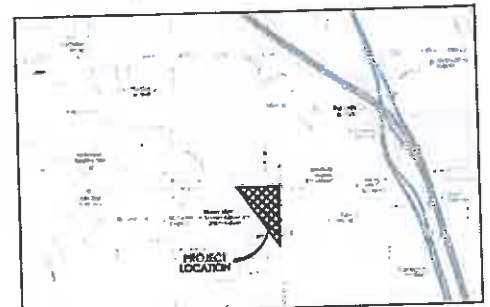
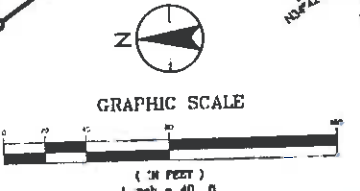
A GEOTECHNICAL ENGINEER'S REPORT HAS BEEN PREPARED AND SUBMITTED TO THE CITY FOR THIS SUBDIVISION.

A PERPETUAL EASEMENT GRANTED TO THE UNITED STATES OF AMERICA TO CONSTRUCT, RECONSTRUCT, OPERATE AND MAINTAIN AN UNDERGROUND PIPELINE OR PIPELINES AND APPURTENANT STRUCTURES, DATED MAY 19, 1966, BOOK 347, PAGE 504, DAVIS COUNTY RECORDS, AS SHOWN ON THIS PLAT.

LOT 145 OVERLAPS A USA IRRIGATION EASEMENT, EARTH CUTS OR HILLS, TREES, SHRUBS, UNDERGROUND UTILITIES, AND/OR PERMANENT STRUCTURES OF ANY KIND ARE STRICTLY PROHIBITED WITHIN SAID EASEMENT WITHOUT PRIOR WRITTEN PERMISSION FROM THE WEBER BASIN WATER CONSERVANCY DISTRICT AND THE US BUREAU OF RECLAMATION.

R=234.20'
L=97.59'
Δ=23°40'21"
CB=N86°49'18"E
CD=96.90'

- LEGEND**
- DEDICATED TO FARMINGTON CITY
 - COMMON AREAS
 - EASEMENT AREAS
 - PRIVATE AREAS
 - LIMITED COMMON AREAS
 - PROPERTY LINE
 - BOUNDARY LINE
 - PUBLIC UTILITY & DRAINAGE EASEMENT
 - SECTION LINE
 - CENTERLINE
 - PROPERTY CORNER SET
 - ROAD MONUMENT SET
 - SECTION CORNER POINT
 - FIRE HYDRANT
 - LIGHT POLE



UNIT #	ADDRESS	UNIT #	ADDRESS
101	105 N 1100 West	124	14 S Rio Grand Avenue
102	101 N 1100 West	125	16 S Rio Grand Avenue
103	28 S 1100 West	126	18 S Rio Grand Avenue
104	26 S 1100 West	127	115 S W Meadow Avenue
105	24 S 1100 West	128	117 W Meadow Avenue
106	20 S 1100 West	129	118 S W Meadow Avenue
107	18 S 1100 West	130	115 W Meadow Avenue
108	14 S 1100 West	131	114 W Meadow Avenue
109	12 S 1100 West	132	114 W Meadow Avenue
110	12 S 1100 West	133	114 W Meadow Avenue
111	10 W 1100 West	134	112 W White Avenue
112	22 N 1100 West	135	110 W White Avenue
113	20 N 1100 West	136	118 W White Avenue
114	20 N 1100 West	137	115 S W White Avenue
115	34 N 1100 West	138	115 S W White Avenue
116	30 N 1100 West	139	165 W Spring Avenue
117	42 N 1100 West	140	116 W Spring Avenue
118	48 N 1100 West	141	117 W Spring Avenue
119	31 N Jackson Avenue	142	117 W Spring Avenue
120	37 N Jackson Avenue	143	117 W Spring Avenue
121	23 N Jackson Avenue	144	170 W Spring Avenue
122	21 N Jackson Avenue	145	90 S 1100 West
123	12 S Rio Grand Avenue		

OWNER/DEVELOPER:
HENRY WALKER HOMES
CONTACT: BENSON WHITNEY
500 NORTH MARKETPLACE DRIVE, STE 201
CENTERTOWN, UTAH 84014
PHONE: (801) 677-1600

1/27/2014 10:37 AM By: William, Dale

Stantec Consulting Services Inc.
3805 S 700 E Ste. 300
Salt Lake City, UT
84117-2540
Tel: 801.281.0000
Fax: 801.281.1171
www.stantec.com

SEWER DISTRICT APPROVAL
APPROVED THIS _____ DAY OF _____
BY _____

WEBER BASIN WATER CONSERVANCY DISTRICT
APPROVED THIS _____ DAY OF _____
BY _____

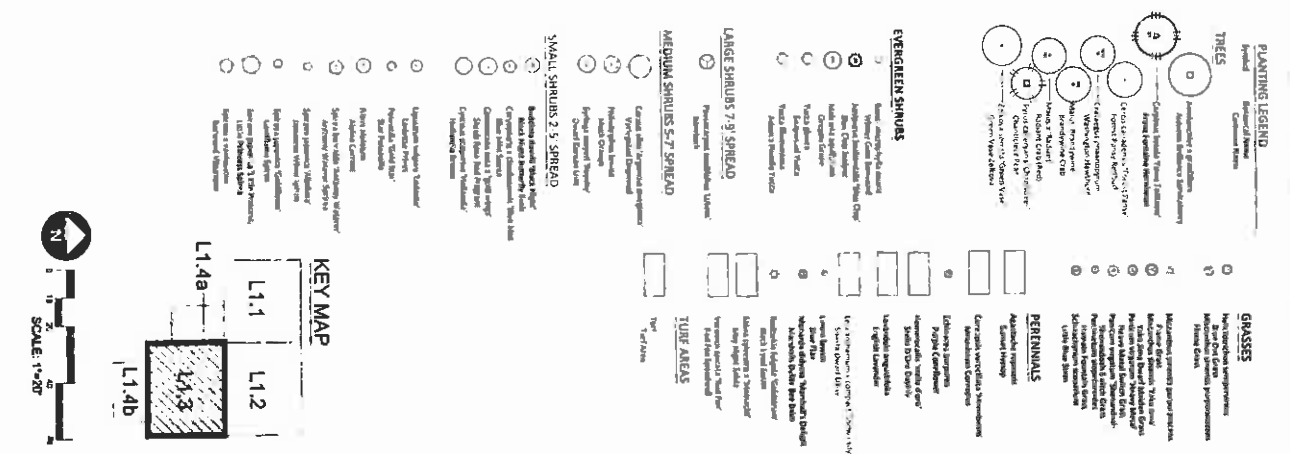
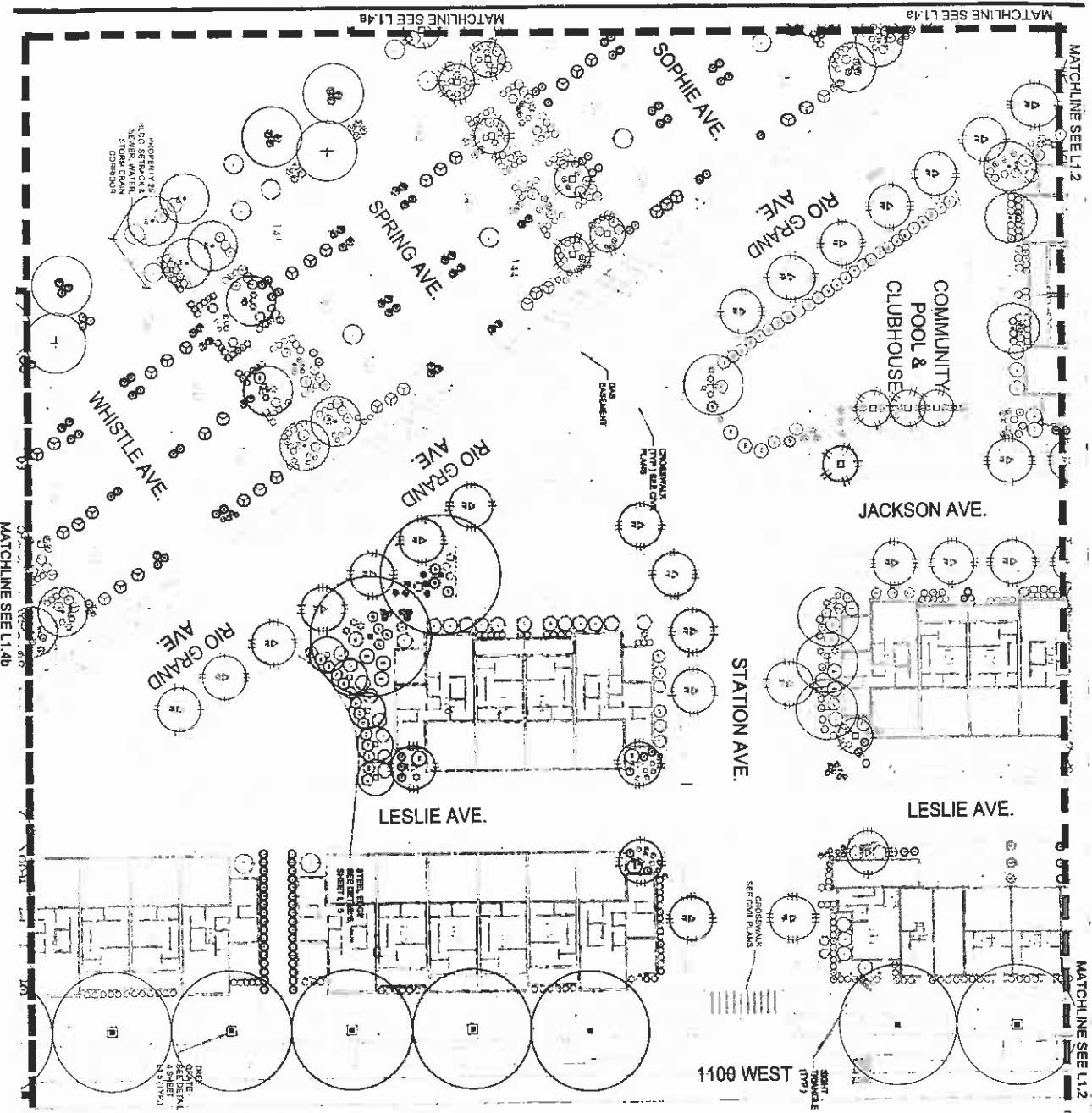
PLANNING COMMISSION APPROVAL
APPROVED THIS _____ DAY OF _____
BY _____

CITY ENGINEER APPROVAL
APPROVED THIS _____ DAY OF _____
BY _____

CITY ATTORNEY'S APPROVAL
APPROVED THIS _____ DAY OF _____
BY _____

FARMINGTON CITY COUNCIL APPROVAL
APPROVED THIS _____ DAY OF _____
BY _____

DAVIS COUNTY RECORDER
RECORDED _____



LANCYNABBY
PRINTED REBORN AS

The Avenues at the Station

Farmington, Utah

Henry Walker Homes 500 N. Marketplace Dr. Centerville UT 84014
Construction Documents

HENRY WALKER
ARCHITECTS

Landscape Plan

L1.3



Utah Transit Authority
305 West 220 East
Salt Lake City, UT 84143

May 19, 2014

Oakwood Homes of Utah, LLC
Attn: Leslie Mascaro
500 North Marketplace Drive STE 201
Centerville, UT 84014

Dear Leslie:

Enclosed please find two original copies of the License Agreement between Oakwood Homes of Utah, LLC (Licensee) and Utah Transit Authority (UTA) for the work to be performed in conjunction with the Pipeline License DR/D/2555/P. Please review the Agreement and have the appropriate individual sign and return both copies to me for final execution by UTA. Also include the one time real estate usage charge described in 2.3 of the Agreement and a copy of (Licensee)'s insurance certificate described in Article XI. It is **important** that the railroad exclusion be removed from the policy. Please send this certificate to my attention, for UTA can not execute the Agreement until an acceptable insurance certificate is submitted.

Licensee Fees include a one-time real estate usage charge of **\$18,327.00** payable on or before the date of execution. Licensee also to pay an upfront Flagging cost of **\$0** and Special Inspection cost of **\$280.88** (these fees are more clearly described in Section 5.1 of the License Agreement).

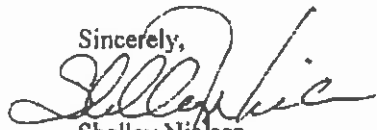
Before any work can begin there are a few important issues that must be completed. First, we will need to enter into a Contractor Right of Entry Agreement with your contractor. We will need a copy of the Contractors insurance certificate which meets the appropriate UTA insurance requirements. It is **important** that the railroad exclusion be removed from the policy. They will need to detail that this exclusion has been removed on the certificate. Your Contractor will also have to provide UTA with proof of Railroad Protective Liability Insurance. This coverage is detailed out in Exhibit "B".

Second, Safety along the Railroad Right-of-Way is a priority of UTA's. There is a Roadway Workers Safety course that the contractor will be required to take. The details of this class can be found on UTA's website under the Roadway Worker Training tab.

<http://www.rideuta.com/PropertyManagement>

Thank you for your assistance. If you have any questions, please contact me at (801) 237-1991.

Sincerely,



Shelley Nielsen
Property Administrator
snjensen@rideuta.com

Enclosures

DEVELOPMENT AGREEMENT
FOR THE
AVENUES AT THE STATION SUBDIVISION

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of July, 2014, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **OAKWOOD HOMES OF UTAH LLC**, a Delaware limited liability company, hereinafter referred to as the "Developer."

RECITALS:

A. Developer owns approximately 12.14 acres of land located within the City, which property is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property").

B. Developer desires to develop a project on the Property to be known as the Avenues at the Station Subdivision (the "Project"). Developer has submitted an application to the City seeking approval of the Project as a subdivision in accordance with the City's Laws.

C. On November 14, 2013, Developer received approval of a preliminary plat for the Project from the Farmington Planning Commission (the "Preliminary Plat") which consists of 128 Lots. Developer has applied to the City for final plat approval for the first phase of the Project which provides for the development of 44 residential lots on approximately 4.66 acres.

D. The Property is presently zoned under the City's zoning ordinance as RMU. The Property is subject to all City ordinances and regulations including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").

E. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to those contained in the City's Laws.

AGREEMENT

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Preliminary Plat.** The approved Preliminary Plat for the entire Project is attached hereto as **Exhibit "B."** As each phase of the Project receives Final Plat approval, each phase of the Property shall be developed by the Developer and/or any subsequent developers in accordance with the approved Preliminary Plat and the approved Final Plat for the applicable phase.

3 **Development of the Project.** All portions of the Project must be developed in strict accordance with the approved Preliminary Plat and Final Plat for each phase of the Project and any conditions of approval related thereto. No amendments or modifications to the approved Preliminary Plat for any portion of the Project shall be made by the Developer or any subsequent developers without the written consent of the City. The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

a. **Compliance with City Laws and Development Standards.** The Project and all portions thereof shall be developed in accordance with the City's Laws, the Preliminary Plat and any subsequent final plat (and any conditions of approval related thereto), and this Agreement.

b. **Streets and Related Improvements.** Developer will construct and/or improve, and will dedicate to the City the streets shown on the Preliminary Plat and each final plat for the Project. Construction and/or improvement of the streets shall include all curb, gutter, paving, sidewalks, park strips and related utilities as shown on the approved improvement drawings. All construction and improvement shall be in accordance with City-approved design and construction standards and requirements.

c. **Building Permits.** The City shall not issue any building permit on any lot or for any unit within the Project until water, fully-operational fire hydrants, sewer and any utility located under the street surface, including necessary grading, storm drains and/or subsurface drainage facilities pursuant to a subdivision grading and drainage plan required and approved by the City for the Project, are installed by the Developer and accepted by the City and/or appropriate agencies. The City will issue building permits for new homes to be constructed on the lots in each approved phase when (i) the Developer provides as-built drawings acceptable to the City which have been prepared and certified by an engineer licensed by the State of Utah for all required public improvements related to the Project, and (ii) in accordance with Section 12-2-045 of the City Code, Developer provides continuous access to units or sites throughout the Project by a street or streets acceptable to the City with an all-weather asphalt or concrete surface sufficient to provide access for emergency vehicles. Developer hereby agrees to perform all work necessary to ensure that the streets will remain fully accessible at all times. The Developer agrees at the earliest time weather

permits, to install, at Developer's sole expense, permanent hard surface material on all streets in the subdivision in accordance with the City's specifications.

d. Utilities and Infrastructure.

i. Developer shall install or cause to be installed natural gas, underground electrical service, sanitary sewer, culinary and pressure irrigation water supply systems, and storm drainage facilities as required by the City for the Project up to the boundary lines of the Project and any off-site improvements required to serve the Project. Such installations shall be done according to the reasonable and customary design and construction standards of the utility providers and the City Engineer.

ii. Developer shall make arrangements with and shall comply with the requirements of the Central Davis Sewer District to provide public sanitary sewer service to the Project and all phases thereof.

iii. All off-site improvements will be constructed and installed in a timely manner in order to coincide with development of the various phases of the Project.

iv. Developer shall make arrangements with and shall comply with all of the requirements of the Weber Basin Water Conservancy District ("Weber Basin") to provide secondary water service to each lot within the Project. Where appropriate, Developer shall construct secondary water lines and facilities for the Project in a manner acceptable to Weber Basin in order to ensure delivery of secondary water to properties located within the Project.

v. All public improvements for the Project shall be constructed and installed at the Developer's sole expense in accordance with the City's construction standards and the City's Laws.

e. Grading and Drainage, Storm-water Run-off, Erosion Control, and Revegetation Plans. Developer shall provide grading and drainage, erosion control and revegetation plans for the Project for review and approval by the City. These plans for the Project shall be prepared by a licensed engineer, and a landscape architect or other appropriate nursery professional mutually agreed upon by the parties. These plans shall identify the type and show the location of existing vegetation, the vegetation to be removed and method of disposal, or stabilization measures to be installed while new vegetation is being established. All areas of the Project cleared of natural vegetation in the course of construction shall be replanted with vegetation possessing erosion control characteristics at least equal to the natural vegetation which was removed. Developer shall prepare an erosion control plan and implement best management practices (BMP's) altogether acceptable to the City designed to minimize erosion and displacement of soils from the site consistent with the City's Storm Water Management Plan.

Developer shall post a bond acceptable to the City to ensure implementation of the grading and drainage, erosion control, and revegetation plans for the Project. The warranty period for this bond shall not be less than two growing seasons from the time the planting of the revegetation is complete.

The Farmington City Storm Drain Master Plan calls for a regional detention basin to be located in the vicinity of the Property. It is contemplated that said regional detention basin will be located on City-owned property off-site west of the Project. Developer agrees that a portion of said basin will provide only for the storm water detention needs of the Project and Developer agrees to construct, or caused to be constructed, that portion of the detention basin that will serve the Project. Under no circumstances will Developer be required to advance payment for the costs to construct the entire regional detention basin; rather, Developer will be required only to pay for its portion of the regional detention basin that will serve the Project. Until such time as the regional detention basin, or the Project portion thereof, has been constructed, the Developer shall design and provide its own on-site temporary detention basin acceptable to the City and designed appropriately to contain the storm water run-off from the Project. In the event the regional detention basin, or the Project portion thereof, is not completed due to the presence of wetlands or other reasons, the temporary detention basin within the Project shall become a permanent detention basin; provided that Developer shall have the right to relocate it to a permanent location elsewhere in the Project with the City's approval, which approval shall not be unreasonably withheld. In the event the regional detention basin, or Project portion thereof, is completed, the Developer may abandon the temporary basin. Developer shall retain the right to provide its own on-site detention basin for the Project without being required to use, connect to, or pay for the proposed off-site regional detention basin.

f. Easements. Subject to the provisions of Paragraph 6 below, all required easements, including temporary construction easements, for infrastructure improvements will be granted to the City and its contractors by the Developer and its successors and assigns for the construction of any public improvements reasonably required by the City. These easements shall be subject to the approval of the City Engineer and the City Attorney. Developer hereby agrees to grant and convey at no cost to the City a satisfactory easement for drainage pipes across the Property to be shown on and dedicated as part of final plats for each phase of the Project in locations mutually satisfactory to the City and the Developer. The drainage easements shall provide for the flow of water and drainage over and through the Property at the locations specified in said easements. The City shall have the right to determine the amount of flows to be passed through the easement; provided, however, that the City shall be responsible for all costs associated with improvements for any increase in the flow of water or drainage (in excess of historical flows/drainage) from City-owned property or City rights of way onto private property.

g. Dedication and Donation. Prior to, or concurrent with, the recording of the final plat for the Project in the office of the Davis County Recorder, the

Developer agrees to dedicate, transfer and voluntarily donate to the City all required easements for the purposes of constructing, installing, operating, maintaining, repairing and replacing public utilities and improvements located within the Project by the Developer. Developer will take such actions as are necessary to obtain release of any monetary encumbrances on any property to be dedicated to the City at the time of final plat approval for the Project and to cause the owner of the Property to dedicate and donate the same without cost to the City.

h. Required Changes. If any revisions or corrections of plats or plans already approved by the City shall be required by any other governmental entity having jurisdiction or lending institutions involved in financing, the Developer and the City shall cooperate where appropriate to obtain or develop reasonable, mutually acceptable alternative plans or plats. Developer shall have the sole duty and responsibility to obtain approval from any other governmental entities having jurisdiction with respect to the Project as needed.

i. Construction Standards and Requirements. All construction shall be conducted and completed in accordance with the development standards of the City, the City's Laws and the terms of this Agreement. All required public improvements for the Project shall be constructed in accordance with the City's construction standards and shall be dedicated to the City. Prior to commencing any construction or development of any building, structures or other work or improvements within the Project, the Developer shall secure any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. Except for the City's obligations set forth in the parties' Sales Agreement, the Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations.

i. Security. Developer shall provide the City with security in a form satisfactory to the City to guarantee the installation and completion of all public improvements to be constructed by Developer within the Project and/or the Property or any portion thereof, as required in accordance with the City's Laws. Alternatively, Developer may, in its sole discretion, elect to construct the subdivision improvements before recording the final plat for the subject phase without being required to post a completion bond or other form of security, as allowed by State law.

Security provided by the Developer shall also include funds to ensure revegetation acceptable to the City consistent with a revegetation plan prepared by Developer and approved by the City for all cuts and fills or any and all graded and disturbed areas related to the Project.

ii. Inspection by the City. The City may, at its option, perform periodic inspections of the improvements being installed and constructed by the Developer and its assigns or their contractors. No work involving

excavation shall be covered until the same has been inspected by the City's representatives and/or the representatives of other governmental entities having jurisdiction over the particular improvements involved. Developer, or its assigns as the case may be, shall warrant the materials and workmanship of all public improvements installed by Developer and its contractors within the Project and to be dedicated to the City for a period of twelve (12) months from and after the date of final inspection and approval by the City of the improvements in that phase. All buildings shall be inspected in accordance with the provisions of the International Building Code.

iii. Maintenance During Construction. During construction, the Developer and the City and their contractors shall keep the Project and all affected public streets therein, free and clear from any unreasonable accumulation of debris, waste materials, mud, and any nuisances created by their actions, and shall contain their construction debris and provide dust and mud control so as to prevent the scattering via wind and/or water.

4. Payment of Fees. The Developer shall pay to the City all required fees in a timely manner. Fees shall be paid in those amounts which are applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures and requirements, adopted by City.

5. City Obligations. Subject to Developer complying with all of the City's Laws and the provisions of this Agreement, the City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City and to provide standard municipal services to the Project including, but not limited to, police and fire protection subject to the payment of all fees and charges charged or levied therefor by the City. In addition, the City shall provide all public services to Project (including, without limitation, water, sewer service, storm drain, road maintenance, snow removal, garbage removal etc.) and maintain the public improvements, including roads, intended to be public upon dedication to the City and acceptance in writing by the City; provided, however, that the City shall not be required to maintain the private areas or private improvements that are specifically required to be maintained by a homeowners association in this Project.

6. Public Improvements; Proportionality Assessments. For the purpose of avoiding unlawful exactions, all improvements that are constructed by Developer and are intended to be dedicated to, and accepted by, the City shall be governed by the following standards regarding payment and reimbursement:

- a. All on-site storm drain and sewer improvements that are not "system improvements" will be paid for by Developer without any rights of reimbursement. The parties acknowledge and agree that the City shall be responsible, at its sole cost, for construction of any facilities necessary for any increases in storm-water discharge from 1100 West (i.e., in excess of historical flows of storm-water from 1100 West). Notwithstanding the

foregoing language, Developer shall pay for and construct the curb and gutter on the half-width portion of 1100 West abutting the Project.

- b. All internal roadways within the project shall be paid for by Developer without any rights of reimbursement; provided, however, that if the City requires Developer to construct, expand or enhance any offsite roadways or related improvement, or to expand the service capacity of offsite roadways, the City shall be responsible to reimburse Developer for all costs associated with the same. The reimbursement shall be accomplished by way of a cash reimbursement or a corresponding (dollar for dollar) credit against road/street impact fees.
- c. To the extent the City requires Developer to construct any oversized improvements (such as culinary waterlines or sewer lines with capacity in excess of what is required to provide service to Developer's Property or a regional storm drainage pond), a proportionality assessment shall be performed by the City's engineer, with approval from the Developer's engineer (which approval shall not be unreasonably withheld), using applicable engineering standards, to determine the proportion of construction costs to be paid by Developer and the proportion of costs to be paid by the City. The City shall be responsible to pay the incremental costs of the oversized improvements (e.g., all amounts in excess of what the Developer would pay to construct improvements with capacity sufficient only for Developer's Property).
- d. Without limiting the scope of the preceding subparagraph (c), the parties acknowledge that the City may request Developer to construct a storm-drainage pond designed to provide capacity in excess of what is required for Developer's Property. If Developer is required to construct such a facility, all incremental costs of the oversized storm-drain pond and related improvements shall be reimbursed by the City to Developer by way of a credit against storm-drain impact fees; provided, however, that Developer shall not be required to pay more for the incremental costs of the oversized improvements than Developer will be able to recover through the impact fee credits. The City agrees that the drainage pond will be constructed on land owned by the City without requiring Developer to pay for any of the land so used.
- e. To the extent the Developer is required to construct any system improvements (including, without limitation, system improvements that are identified in an impact fee facilities plan), Developer shall only be required to construct the minimum portion(s) of such system improvements, if any, that are necessary to provide service for Developer's Property (with the City being responsible to construct or pay for the construction of the remainder of such system improvements). Developer shall be fully reimbursed by the City for the costs incurred by

Developer to construct the City's portion of the system improvements (using the proportionality methodology described in subsection (c) above). To the extent that any of the existing public improvements and facilities are adequate to provide service to Developer's Property at full build-out, Developer shall not be required to upsize, enhance, expand or otherwise improve such improvements/facilities unless the City pays for all costs and expenses associated with such work and improvements as and when the costs and expenses are incurred.

- f. The parties acknowledge and agree that the 1100 West roadway as currently constructed has adequate capacity to serve the development of Developer's Property; however the City may require Developer to construct certain additional improvements or features to 1100 West that do not current exist. Accordingly, using the standards set forth in this Section 6, the parties shall determine the extent of appropriate reimbursements to be made to Developer for any new improvements, expansions or features that Developer is required to construct or install on 1100 West. Developer, however, will not be reimbursed for the costs associated with constructing and installing the curb and gutter on the half-width portion of 1100 West abutting the Project.
- g. The provisions of this Section 6 shall be interpreted and administered in compliance with the standards for lawful exactions as set forth in Utah Code Ann. §10-9a-508 and applicable Utah case law, with Developer paying for its own project improvements, and the City paying for (or reimbursing payment of) the costs of system improvements. The determinations of the size and design of improvements to be constructed, cost-sharing or reimbursement for the same, and applicable of the standards described in this Section 6 shall be made on a phase-by-phase basis at the time of final plat approval for each phase. Nothing in this Agreement shall prohibit the parties from entering into separate reimbursement agreements for each phase, and such reimbursement agreements shall comply with the standards set forth in this Section 6 and applicable Utah law.

7. **Indemnification and Insurance.** Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the

Property and the Project in a single limit of not less than One Million Dollars (\$1,000,000) and naming the City as an additional insured.

8. **Right of Access.** Representatives of the City shall have the reasonable right of access to the Project and any portions thereof during the period of construction to inspect or observe the Project and any work thereon.

9. **Assignment.** The Developer shall not assign this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

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

To Developer: Oakwood Homes of Utah LLC
 Attn: Leslie Mascaro
 500 North Marketplace Drive, Suite 201
 Centerville, Utah 84014

With a copy to: Paxton Guymon, Esq.
 York Howell
 6405 South 3000 East, Suite 150
 Salt Lake City, Utah 84121

To the City: Farmington City
 Attn: City Manager
 160 South Main Street
 Farmington, Utah 84025

With a copy to: Todd Godfrey, Esq.
 Mazuran Hayes
 2118 East 3900 South#300
 Salt Lake City, Utah 84124

11. **Default.** In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default, the non-defaulting party may, at its election, have the following remedies:

a. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.

b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.

- c. The right to draw upon any security posted or provided in connection with the Project.
- d. The right to terminate this Agreement.
- e. The rights and remedies set forth herein shall be cumulative.

12. **Attorneys Fees.** In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorneys fee.

13. **Entire Agreement.** This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property and/or the Project, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Project, including any related conditions.

14. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

15. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer, or any successor-in-interest or assignee of the Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

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

17. **No Third-Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

18. **Recordation.** This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.

19. **Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.

20. **Termination.** Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Project is not completed within five (5) years from the date of this Agreement or in the event the Developer does

not comply with the City's Laws and the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and/or to not approve any additional phases for the Project. Such termination may be effected by the City by giving written notice of intent to terminate to the Developer set forth herein. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. In the event Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated. In the event of any termination of this Agreement, the provisions regarding Developer's rights of reimbursement shall remain in place and survive the termination until such time as Developer has received the full amount of reimbursement to which it was entitled for improvements constructed prior to the date of termination.

21. **Severability.** If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

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

"CITY"

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Mayor

"DEVELOPER"

**OAKWOOD HOMES OF UTAH
LLC**

By: _____

its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2014, personally appeared before me H. James Talbot, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said H. James Talbot acknowledged to me that the City executed the same.

My Commission Expires: _____
Notary Public
Residing at: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 2014, personally appeared before me, _____, who being by me duly sworn, did say that he/she is the _____ of **OAKWOOD HOMES OF UTAH LLC**, a Delaware limited liability company authorized to do business in Utah, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledgment to me that said corporation executed the same.

My Commission Expires: _____
Notary Public
Residing at: _____

EXHIBIT "A"
PROPERTY DESCRIPTION

EXHIBIT "B"
PRELIMINARY PLAT

EXHIBIT A

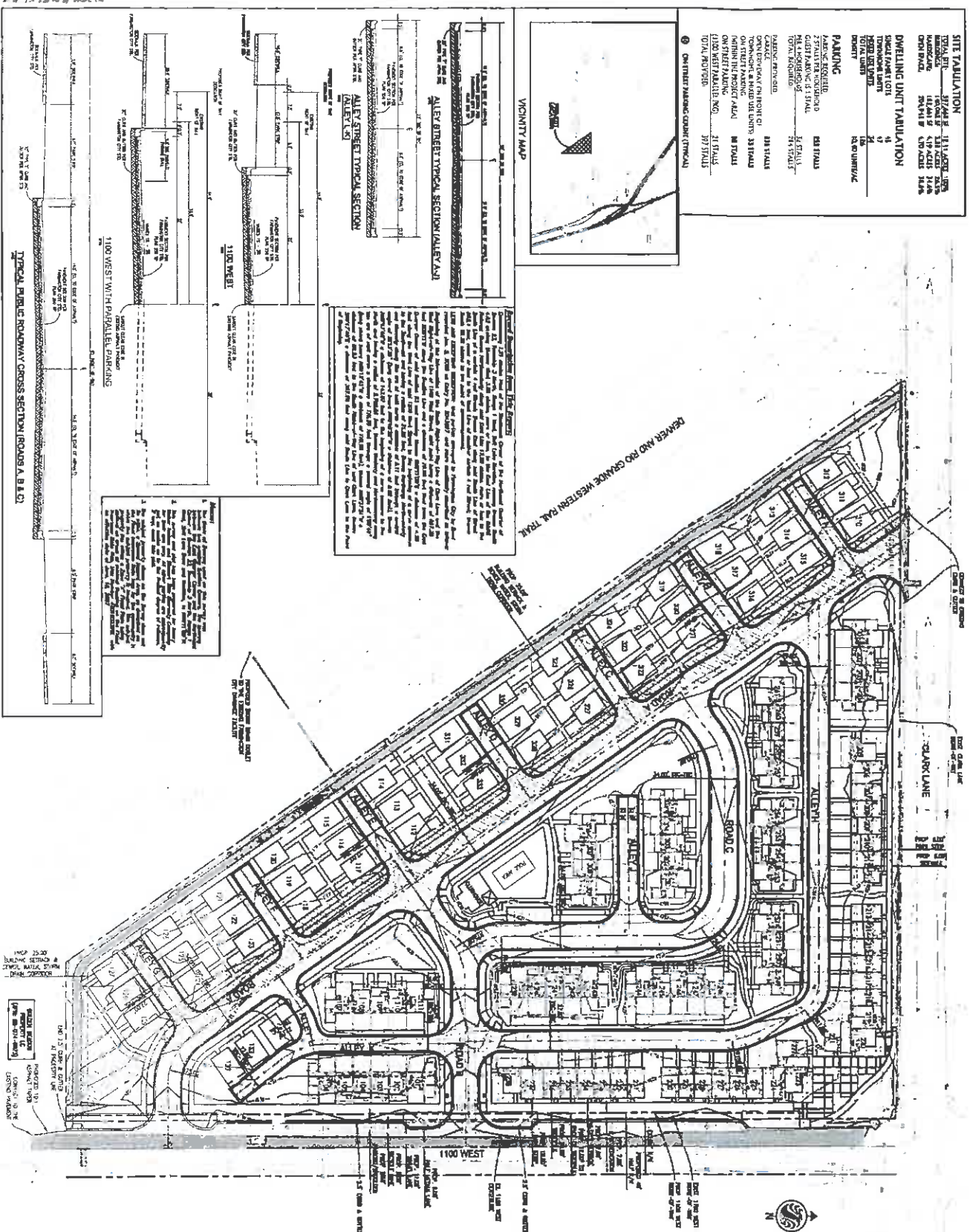
**AVENUES AT THE STATION
OVERALL LEGAL DESCRIPTION
JUNE 13, 2014**

Beginning at a point on the Westerly Right-of-Way Line of 1100 West Street, said point being also S00°07'49"E, along the Section Line, 304.93 feet and West 66.00 feet from the East Quarter Corner of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence West 188 65 feet to the Easterly Right-of-Way Line of the old Denver and Rio Grande Western Railroad; thence, along said Easterly Right-of-Way Line, N34°42'21"W 1210.88 feet to the Southerly Right-of-Way Line of Clark Lane; thence along said Southerly Right-of-Way Line, the following four (4) courses: (1) S89°47'40"E 506.35 feet, (2) S88°37'51"E 89.23 feet, (3) Easterly 116.98 feet along the arc of a 5760.06 foot radius curve to the left, chord bears S89°12'45"E 116.98 feet, (4) S89°47'40"E 54.57 feet; thence S00°12'20"W 7.11 feet; thence S89°46'41"E 11.14 feet; thence Southeasterly 55.67 feet along the arc of a 59.50 foot radius curve to the right, chord bears S63°00'48"E 53.66 feet; thence Southeasterly 31.31 feet along the arc of a 110.50 foot curve to the left, chord bears S44°19'43"E 31.21 feet; thence Southeasterly 49.55 feet along the arc of a 79.50 foot radius curve to the right, chord bears S34°35'27"E 48.75 feet to said Westerly Right-of-Way Line of 1100 West Street; thence, along said Westerly Right-of-Way Line, the following two (2) courses: (1) S00°11'00"E 591.01 feet, (2) S00°07'49"E 304.72 feet to the Point of Beginning.

Contains: 523,728 Square Feet or 12.02 Acres.

Basis of bearing is between two found Brass Cap Monuments marking the East Quarter Corner and the Northeast Corner of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian. The bearing between the said Monuments is N00°11'00"W, as measured in the field.

EXHIBIT B



Copyright Reserved
 No part of this drawing may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the copyright owner.

Legend

- Proposed
- Existing
- Utility
- Other

Scale

1" = 20' HORIZONTAL
 1" = 4' VERTICAL

North Arrow

Notes

1. See General Notes.
2. All work shall be in accordance with the provisions of the applicable codes and ordinances of the City of Salt Lake City, Utah.
3. All work shall be in accordance with the provisions of the applicable codes and ordinances of the State of Utah.
4. All work shall be in accordance with the provisions of the applicable codes and ordinances of the County of Salt Lake, Utah.
5. All work shall be in accordance with the provisions of the applicable codes and ordinances of the applicable local government.
6. All work shall be in accordance with the provisions of the applicable codes and ordinances of the applicable local government.
7. All work shall be in accordance with the provisions of the applicable codes and ordinances of the applicable local government.
8. All work shall be in accordance with the provisions of the applicable codes and ordinances of the applicable local government.
9. All work shall be in accordance with the provisions of the applicable codes and ordinances of the applicable local government.
10. All work shall be in accordance with the provisions of the applicable codes and ordinances of the applicable local government.

Permitted

1. The City of Salt Lake City, Utah, has approved this preliminary plat for filing with the State of Utah.

2. The State of Utah has approved this preliminary plat for filing with the County of Salt Lake, Utah.

3. The County of Salt Lake, Utah, has approved this preliminary plat for filing with the City of Salt Lake City, Utah.

4. The City of Salt Lake City, Utah, has approved this preliminary plat for filing with the State of Utah.

5. The State of Utah has approved this preliminary plat for filing with the County of Salt Lake, Utah.

6. The County of Salt Lake, Utah, has approved this preliminary plat for filing with the City of Salt Lake City, Utah.

7. The City of Salt Lake City, Utah, has approved this preliminary plat for filing with the State of Utah.

8. The State of Utah has approved this preliminary plat for filing with the County of Salt Lake, Utah.

9. The County of Salt Lake, Utah, has approved this preliminary plat for filing with the City of Salt Lake City, Utah.

10. The City of Salt Lake City, Utah, has approved this preliminary plat for filing with the State of Utah.

Project: WALKER HOMES
 5000 W. HARRIS AVENUE DRIVE, SUITE 201
 CENTERVILLE, UTAH 84014
 THE AVENUES AT STATION PARK
 Ferguson, Utah

Project No: 1001113

Scale: 1" = 20' HORIZONTAL
 1" = 4' VERTICAL

Project No: C-002

**PRELIMINARY PLAT
 (NOT FOR CONSTRUCTION)**

CITY COUNCIL AGENDA

For Council Meeting:
July 1, 2014

SUBJECT: Preliminary PUD Master Plan for the Meadows at City Park

ACTION TO BE CONSIDERED:

See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



FARMINGTON CITY

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

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson, Associate City Planner
Date: June 20, 2014
SUBJECT: **PRELIMINARY PUD MASTER PLAN FOR THE MEADOWS AT CITY PARK**

RECOMMENDATION

Move that the City Council approve Preliminary PUD Master Plan for the Meadows at City Park Planned Unit Development located at 50 South 100 West with the following conditions:

1. The applicant shall comply with all requirements of the Planning Department, Engineering and all utilities regarding the Final PUD Master Plan.
2. Approval of final improvement drawings for the on-site and off-site improvements including grading and drainage plan, SWPPP, and approval by the City Engineer, Public Works, Fire Department, Planning Department, Storm Water Official, Central Davis Sewer District, and Benchland Water District.
3. The applicant must obtain and record off-site easements in a manner acceptable to the City as shown on the plans prior to or in conjunction with the recordation of the Final Plat.
4. The applicant shall not demolish the existing house on the site until such time as the proposed development begins construction.
5. The applicant must post a bond in the amount agreed upon by the City and the applicant for all off-site improvements and any on-site improvements deemed necessary by the City prior to construction.

Findings for Approval:

1. The Preliminary PUD Master Plan does not vary substantially from the Final PUD Master Plan and development agreement that was approved in 2009 (attached).
2. The Preliminary PUD Master Plan has met all of the requirements of the PUD chapter (Chapter 27).
3. The Preliminary PUD Master Plan meets the objectives and purposes of the PUD chapter (Chapter 27).

BACKGROUND

The Planning Commission granted Schematic Plan and Preliminary (PUD) Master Plan for the Nichols Nook Planned Unit Development (PUD) on September 13, 2007 and June 26, 2008. Later the

City Council approved a Final (PUD) Master Plan and entered into a development agreement with Rodney Griffin, the developer for the project (see attached agreement).

The current applicant, Pete Smith of Advanced Solution Group, is requesting a recommendation for approval of Preliminary PUD Master Plan. The only adjustment has been the applicant's purchase of the property at 39 South 200 West (previously owned by Madge Mechum). The intention is to take the utilities through this lot in order to tie into the existing infrastructure on 200 West. Eventually, the applicant may decide to develop a PUD on this parcel similar to the current proposal before you, but for now it will be used solely for the purposes of utilities. Because the application had received both Preliminary Plat and Final PUD Master Plan approval previously, as well as approval of a development agreement, normally all the applicant would need is Final Plat approval. However, because the current proposal has added the additional lot on 200 West, the applicant needs to start from Preliminary Plat and Preliminary PUD Master Plan, which is before you tonight.

SUPPLEMENTAL INFORMATION

1. Vicinity map.
2. Preliminary (PUD) Master Plan.
3. Schematic Plan and Preliminary (PUD) Master Plan approval letters by the Planning Commission, dated September 18, 2007 and July 9, 2008.
4. Existing Nichols Nook development agreement.

Respectfully Submitted



Eric Anderson
Associate City Planner

Concur



Dave Millheim
City Manager

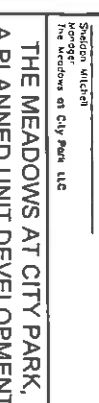
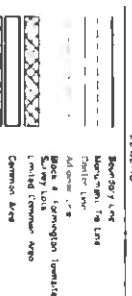
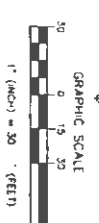
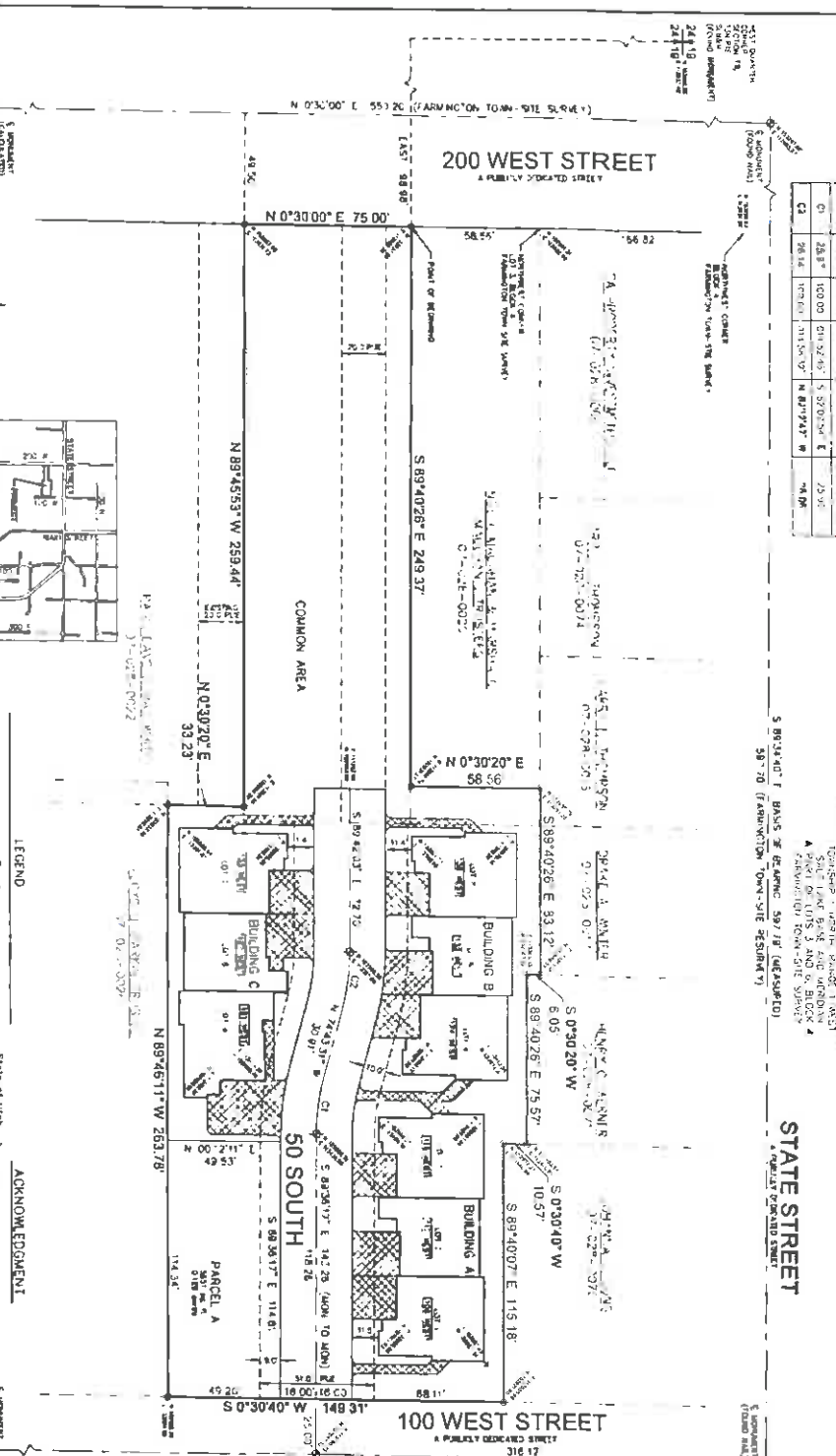
Farmington City



Curve #	Length	Radius	Delta	Chord	Chord Length
C1	23.87	100.00	61.924° E	5.37024' E	23.91'
C2	28.16	115.00'	N 81°24'17" W	N 81°24'17" W	41.00'

THE MEADOWS AT CITY PARK, A PLANNED UNIT DEVELOPMENT

STATE STREET



OWNER'S DEDICATION

THE MEADOWS AT CITY PARK, A PLANNED UNIT DEVELOPMENT

PLANNING COMMISSION APPROVAL

CITY COUNCIL APPROVAL

CITY ENGINEER APPROVAL

CITY ATTORNEY APPROVAL

DIAMOND LAND SURVEYING, LLC

GENERAL BASIS COUNTY SHERIFF DISTRICT

FARMINGTON CITY, UTAH

PLANNED UNIT DEVELOPMENT

DATE: 06/28/2014

BY: [Signature]

FOR: [Signature]

AS: [Signature]

BY: [Signature]

FOR: [Signature]

AS: [Signature]

BY: [Signature]

FOR: [Signature]

SHEET 1 OF 2

DATE: 06/28/2014

BY: [Signature]

FOR: [Signature]

AS: [Signature]

BY: [Signature]

FOR: [Signature]

AS: [Signature]

BY: [Signature]



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

PAULA ALDER
RICK DUTSON
DAVID S. HALE
LARRY W. HAUGEN
SID YOUNG
CITY COUNCIL

MAX FORBUSH
CITY MANAGER

September 18, 2007

Mr. Rodney Griffin
24 North 1050 West
Kaysville, Utah 84037

Dear Mr. Griffin:

The Farmington City Planning Commission voted on September 13, 2007, to recommend to the City Council **schematic plan approval** of the Nicholl's Nook PUD Subdivision, on property located at 35 South 100 West, (properties east and west of 100 West) consisting of 13 units on 2.05 acres in the R-4 zone (S-2-07).

The motion for approval of schematic plan is subject to all applicable Farmington City development standards and the following conditions:

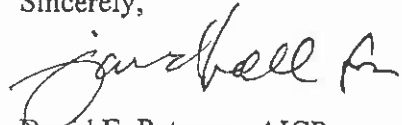
1. The preliminary plan must include details for the common open space planned;
2. The developer shall work with staff to provide the necessary planning for utility provision in all areas;
3. The developer shall consider adding parking to the interior of the project.
4. The developer shall prepare a draft CC&R's for the project.
5. The safety of the soil conditions must be verified.

The following findings were established by the Planning Commission;

- The development is consistent with the zoning for the area.
- Having a well done PUD will be an improvement to the neighborhood.
- The developer is willing to work with the neighbors to address their concerns.
- This development is very similar to the proposal made two years ago that the Planning Commission favored.
- This development is an in-fill situation to replace greenhouses, and would enhance the appearance of the area.

You will be notified of the date and time your application will appear on the City Council agenda. If you should have any comments or questions, please feel free to contact our office at 451-2383.

Sincerely,



David E. Petersen, AICP
City Planner/Zoning Administrator

cc: Max Forbush, City Manager
Paul Hirst, City Engineer



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR
PAULA ALDER
RICK DUTSON
DAVID S. HALE
CORY R. RITZ
SID YOUNG
CITY COUNCIL
MAX FORBUSH
CITY MANAGER

July 9, 2008

Rodney Griffin
24 N. 1050 W.
Kaysville, Utah 84037

Dear Mr. Griffin:

The Farmington City Planning Commission voted on June 26, 2008, to approve the proposed Preliminary Plat for the Nicholl's Nook subdivision consisting of 6 units on 0.94 acres of property located at 48 South 100 West in the R-4 zone (S-2-07).

The motion for approval is subject to all applicable Farmington City development standards, ordinances, conditions of Preliminary (PUD) Master Plan approval, and schematic plan approval and the following:

1. Review and approval of final improvement drawings for the on-site and off-site improvements including grading and drainage plan, SWPPP, and review and approval by City Engineer, Public Works, Fire Department, Planning Department, Storm Water official, Central Davis Sewer District, and Benchland Water District;
2. The applicant must obtain and record off-site easements in a manner acceptable to the City as shown on the plans;
3. The applicant must enter into a development agreement for the project to be approved and recorded concurrent with the Final Plat approval;
4. The applicant must update the Preliminary Plat as directed by the City and reviewing agencies to comply with all requirements for the Preliminary Plat;
5. Subject to conditions of Preliminary PUD Master

The Planning Commission further moved to recommend that the City Council approve the Preliminary (PUD) Master Plan subject to all applicable Farmington City development standards, ordinances, conditions of Preliminary Plat approval and schematic plan approval, and the following conditions:

1. The applicant must receive a Final Master Plan and Final Plat approved by the City;

 FILE COPY

2. The applicant shall comply with all requirements of the planning department, engineering, and utilities to conform the Preliminary PUD Master Plan requirements;
3. The applicant shall contact and get input from the Historic Preservation Commission with regard to the existing historic buildings in site and, thereafter, shall follow a course of action regarding buildings as determined by the Planning Commission;
4. Subject to conditions of Preliminary Plat approval;

The Planning Commission established the following findings for approval of Preliminary PUD Master Plan and Preliminary Plat:

- a. The proposed PUD layout provides a more pleasant and attractive living environment than would otherwise be established under the applicant of conventional subdivision and underlying zoning ordinances.
- b. It encourages walking and bicycling for recreation and daily errands for surrounding areas.
- c. The proposed PUD will provide a more efficient use of land and a greater concentration of open space by utilizing the northeast portion of the property as aggregated common space.
- d. There is no increase in density requested for the proposed PUD and the density proposed is in keeping with the permitted density of the underlying zone.
- e. The proposed PUD has not created as increased hazard to the health, safety and general welfare for the residents of the proposed PUD as a result of any deviation of development standards required in the underlying zone.

You will be notified of the date and time your application will appear on the City Council agenda.

If you should have any comments or questions, please contact our office at 451-2383.

Sincerely,



Glenn Symes
Assistant City Planner

cc: Max Forbush, City Manager
Paul Hirst, City Engineer

RECORDED
FEB 08 2011

CLERK OF DISTRICT COURT
COUNTY OF JEFFERSON
STATE OF UTAH
FEE \$60.00 FEE \$25.00
SEP 27 2010 10:00 AM

**DEVELOPMENT AGREEMENT
FOR THE
NICHOLLS NOOK PLANNED UNIT DEVELOPMENT (PUD)**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 6th day of July, 2010, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **RODNEY L. GRIFFIN**, hereinafter referred to as the "Developer."

RECITALS:

A. Developer owns approximately 1.00 acre of land located within the City, which property is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property"). The Property includes three parcels added thereto as a result of boundary adjustments approved by the City on October 20, 2009.

B. Developer desires to develop a project on the Property to be known as the Nicholls Nook PUD (the "Project"). Developer has submitted an application to the City seeking approval of the Project as a planned unit development in accordance with the City's Laws.

C. Developer received approval of an amendment to the Final (PUD) Master Plan (the "Final Master Plan") and Final Plat (the "Final Plat") for the Project from the Farmington City Council on July 7, 2009, which approval is subject to a number of conditions. The Final Master Plan provides for the development of nine attached single-family residential lots. The open space, or common area, set forth on the Final Master Plan comprises 0.3478 acres or 34.78 % of the total area for the Project.

D. The Property is presently zoned under the City's zoning ordinance as R-4 (PUD). The Property is subject to all City ordinances and regulations including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").

E. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to those contained in the City's Laws.

AGREEMENT

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Final Master Plan.** In connection with the City's review and approval of this Agreement, the City has simultaneously held all public hearings necessary for the lawful approval of the Final Master Plan. The Final Master Plan, attached hereto as **Exhibit "B,"** has been approved by the City, and by this reference shall be made a part hereof. The Property shall be developed by the Developer and/or any subsequent developers as a PUD in accordance with the approved Final Master Plan and all conditions of approval of the Final Master Plan as approved by the City Council.

3. **Development of the Project.** All portions of the Project must be developed in strict accordance with the approved Final Master Plan and Final Plat for the Project and any conditions of approval related thereto. No amendments or modifications to the approved Final Master Plan and Final Plat for any portion of the Project shall be made by the Developer or any subsequent developers without the written consent of the City. The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

a. **Compliance with City Laws and Development Standards.** The Project and all portions thereof shall be developed in accordance with the City's Laws, the Final Master Plan and Final Plat, and this Agreement.

b. **Streets and Related Improvements.**

i. The east to west street (Elliot Lane or 50 South Street) which provides access to the Project from 100 West Street shall be a public right-of-way. Developer will construct, improve and dedicate this street to the City as shown on the Final Master Plan and Final Plat for the Project. Pursuant to Section 12-8-100 of the City's Subdivision Ordinance, the City approved a street cross section for Elliot Lane on July 9, 2009, as set forth in **Exhibit "C"** attached hereto and by this referenced made a part hereof. Construction, reconstruction, and improvement of Elliot Lane, and 100 West Street outside the boundary of the Project in conjunction with the development of the Property, shall include all curb, gutter, paving, sidewalks, park strips, and related utilities as shown on the approved improvement drawings. All construction and improvement shall be in accordance with City-approved design and construction standards and requirements.

ii. Prior to recordation of the Final Plat for the Project, Developer shall post a bond acceptable to the City in accordance with City Ordinances to fully improve the streets shown on the Final Master Plan and the Final Plat for the Project.

iii. Developer shall provide an easement for, and construct, a temporary turnaround at a location, and in a manner acceptable to the City at the west end of the Project, which turnaround will straddle the Property line with a portion of the turnaround located within the Property and the remaining portion outside the Property. The bond for the Project shall include funds to adequately construct the

turnaround as set forth in the improvement drawings approved by the City and the bond estimate prepared by the City Engineer for the Project. The easement and bond shall be recorded and posted concurrently with the recordation of the Final Plat.

iv. Decorative street lighting shall be provided by Developer for the Project and shall be subject to review and approval of the City prior to installation. All street lighting shall conform to the City's street lighting standards.

c. Open Space.

i. The Developer shall preserve perpetual open space as shown on the Final Master Plan and Final Plat as common area for the PUD. The open space shall be landscaped in accordance with the landscape plan attached hereto as **Exhibit "D"** and by this reference made a part hereof.

ii. The bond for the Project shall also include sufficient funds to ensure the installation of the landscaping improvements as set forth in **Exhibit "D"** and in an amount equal to 120% of an estimate prepared by a nursery professional and accepted by the City. The bond shall be provided to the City prior to or concurrent with the recordation of the Final Plat.

d. Building Permits. The City shall not issue any building permit on any lot or for any unit within the Project until water, fully-operational fire hydrants, sewer and any utility located under the street surface, including necessary grading, storm drains and/or subsurface drainage facilities pursuant to a subdivision grading and drainage plan required and approved by the City for the Project, are installed by the Developer and accepted by the City and/or appropriate agencies. The City shall not issue any building permits on any lot within the Project until the Developer provides "as-built" drawings acceptable to the City which have been prepared and certified by an engineer licensed by the State of Utah for all required public improvements related to the Project. Except as provided for in Section 12-2-045 of the Farmington City Code, no building permits shall be issued within the Project until the Developer provides continuous access to units or sites throughout the Project by a street or streets acceptable to the City with an all-weather asphalt or concrete surface sufficient to provide access for emergency vehicles. Developer hereby agrees to perform all work necessary to ensure that the streets will remain fully accessible at all times until accepted by the City.

e. Utilities and Infrastructure.

i. Developer shall install or cause to be installed natural gas, underground electrical service, sanitary sewer, culinary and pressure irrigation water supply systems, and storm drainage facilities as required by the City for the Project up to the boundary lines of the Project and any off-site improvements required to serve the Project. Such installations shall be done according to the reasonable and customary design and construction standards of the utility providers and the City Engineer.

ii. In order to provide adequate culinary water circulation and pressure, Developer shall extend an off-site 8 inch culinary water line beginning at the west boundary of the Project and commencing westerly and connecting to an existing 8 inch culinary water line located in 200 West Street.

Certain owners of property in the general vicinity of the Project may benefit from the installation of the off-site water line. The City agrees to enter into a pioneering agreement with the Developer whereby in the event such property develops in the future the City will use its best efforts to collect funds from said owners and to partially reimburse the Developer from the funds collected from other benefited property owners for their proportionate share of the cost of the culinary line.

iii. Developer shall make arrangements with and shall comply with the requirements of the Central Davis Sewer District to provide public sanitary sewer service to the Project and all phases thereof.

iv. All off-site improvements shall be constructed and installed in a timely manner, and shall meet bonding requirements as set forth herein for on-site improvements, in order to coincide with development of the Project.

v. Developer shall make arrangements with and shall comply with all of the requirements of the Benchland Water District ("Benchland") to provide secondary water service to the Project. Developer shall obtain a full water allotment for the entire Property from Benchland and shall provide evidence thereof to the City prior to recordation of the Final Plat for the Project. Developer shall construct secondary water lines and facilities for the Project in a manner acceptable to Benchland in order to ensure delivery of secondary water to all lots located within the Project.

vi. All public improvements for the Project shall be constructed and installed at the Developer's sole expense in accordance with the City's construction standards and the City's Laws.

f. Grading and Drainage, Storm-water Run-off, and Erosion Control. Developer shall provide grading and drainage, and erosion control plans for the Project for review and approval by the City. These plans for the Project shall be prepared by a licensed engineer and landscape architect or other appropriate nursery professional mutually agreed upon by the parties. These plans shall identify the type, and show the location of, existing vegetation, the vegetation to be removed and method of disposal, or stabilization measures to be installed while new vegetation consistent with the landscaping plan for the Project set forth in **Exhibit "D"** is being established. All areas of the Project cleared of natural vegetation in the course of construction shall be replanted with vegetation possessing erosion control characteristics at least equal to the natural vegetation which was removed. Developer shall prepare an erosion control plan and shall obtain a UPDES permit from the Utah DEQ (Department of Water Quality) and provide a complete Storm Water Pollution Prevention Plan (SWPPP) containing all information required by the UPDES permit. Developer shall

implement Best Management Practices (BMP's) as detailed in the SWPPP and altogether acceptable to the City designed to minimize erosion and displacement of soils from the site consistent with the City's Storm Water Management Plan. Developer shall post a bond acceptable to the City to ensure implementation of the grading and drainage, erosion control, SWPPP and revegetation plans for the Project. The warranty period for this bond shall not be less than two growing seasons from the time the planting of the landscaping plan is complete.

The Final Master Plan and Final Plat for the Project calls for a detention basin to be located on the Property. This detention basin will be constructed after the recordation of the Final Plat and will provide for the detention needs of the Project. Additionally, the basin may provide for the detention needs of property located within the interior of the block east of the Project (bounded on the east by Main Street, on the north by State Street, on the west by 100 West Street and on the South by the City's Main Park) in the event this area is also developed. Storm water runoff from the Project will be conveyed westerly from the detention basin and elsewhere on the Property via 12 inch pipe to a storm drain facility located in 200 West Street.

Owners of property, which property is located on the same block as the Project and within the block east of the Project, may benefit from the construction and installation of the detention basin and off-site 12" storm water pipe. The City agrees to enter into a pioneering agreement with the Developer whereby in the event such property develops in the future the City will use its best efforts to collect funds from said owners and to partially reimburse the Developer from the funds collected from other benefitted property owners for their proportionate share of the cost of these storm water facilities and other related appurtenances.

g. Easements. All appropriate on-site and off-site easements, including temporary construction easements, for infrastructure improvements will be granted at no cost to the City and its contractors by the Developer and its successors and assigns for the construction of any public improvements which may be required by the City. These easements shall be subject to the approval of the City Engineer and the City Attorney. Developer hereby agrees to grant and convey at no cost to the City a satisfactory easement for drainage pipes across the Property to be shown on and dedicated as part of Final Plat for the Project in locations mutually satisfactory to the City and the Developer. The City shall have the right to determine the amount of flows to be passed through the easement. The drainage easements shall provide for the flow of water and drainage through the Property at the locations specified in said easements.

h. Dedication and Donation. Prior to, or concurrent with, the recording of the final plat for the Project in the office of the Davis County Recorder, the Developer agrees to dedicate, transfer and voluntarily donate to the City all required easements for the purposes of constructing, installing, operating, maintaining, repairing and replacing public utilities and improvements located within the Project by the Developer. Developer will take such actions as are necessary to obtain release of any monetary encumbrances on any property to be dedicated to the City at the time of final plat approval for the Project and to cause the owner of the Property to dedicate and donate the same without cost to the City.

i. Required Changes. If any revisions or corrections of plats or plans already approved by the City shall be required by any other governmental entity having jurisdiction or lending institutions involved in financing, the Developer and the City shall cooperate where appropriate to obtain or develop reasonable, mutually acceptable alternative plans or plats. Developer shall have the sole duty and responsibility to obtain approval from any other governmental entities having jurisdiction with respect to the Project as needed.

j. Construction Standards and Requirements. All construction shall be conducted and completed in accordance with the development standards of the City, the City's Laws and the terms of this Agreement. All required public improvements for the Project shall be constructed in accordance with the City's construction standards and shall be dedicated to the City. Prior to commencing any construction or development of any building, structures or other work or improvements within the Project, the Developer shall secure any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. Except for the City's obligations set forth in the parties' Sales Agreement, the Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations.

i. Security. Developer shall provide the City with security in a form satisfactory to the City to guarantee the installation and completion of all public improvements to be constructed by Developer within the Project and/or the Property or any portion thereof, as required in accordance with the City's Laws.

Security provided by the Developer shall also include funds to ensure revegetation acceptable to the City consistent with a revegetation plan prepared by Developer and approved by the City for all cuts and fills or any and all graded and disturbed areas related to the Project.

ii. Inspection by the City. The City may, at its option, perform periodic inspections of the improvements being installed and constructed by the Developer and its assigns or their contractors. No work involving excavation shall be covered until the same has been inspected by the City's representatives and/or the representatives of other governmental entities having jurisdiction over the particular improvements involved. Developer, or its assigns as the case may be, shall warrant the materials and workmanship of all public improvements installed by Developer and its contractors within the Project and to be dedicated to the City for a period of twelve (12) months from and after the date of final inspection and approval by the City of the improvements in that phase. All buildings shall be inspected in accordance with the provisions of the International Building Code.

iii. Maintenance During Construction. During construction, the Developer and its contractors shall keep the Project and all affected public streets therein, free and clear from any unreasonable accumulation of debris, waste materials, mud, and any nuisances created by their actions, and shall contain their construction debris and provide dust and mud control so as to prevent the scattering

via wind and/or water. Developer shall be responsible for sweeping streets up to 1000 feet from the construction entrance to the Project.

k. Historic Preservation. An historic dwelling exists in the northeastern area of the Property. Developer shall cooperate with the City's Historic Preservation Commission and allow for the necessary photographs and documentation of this structure in conjunction with obtaining the necessary permits for its demolition in preparation for the construction of the Project.

l. Conditions, Covenants and Restrictions. Prior to the recording of the Final Plat for the Project, the Developer shall prepare and submit to the City for review and approval covenants, conditions and restrictions (the "CC&R's") to provide for the following:

i. Architectural Review Committee. The CC&R's shall establish an architectural review committee for the purpose of preserving the quality of all development and maintenance of private and common properties in the Project. The CC&R's shall establish the structure, procedures, authorities and remedies of the architectural review committee. No home or unit will be constructed without the approval of design themes, plans, elevations and materials by the architectural review committee.

ii. Miscellaneous Items. The CC&R's will address, as a minimum, open space maintenance not covered by the City.

iii. Architectural Design Guidelines, Development Guidelines and Approval. The CC&R's shall establish architectural design guidelines, development guidelines and procedures to be administered by the architectural review committee. The aforesaid guidelines shall pertain to architecture, elements of site planning, transportation and access, building design, subsurface water drain systems, storm water management, service, trash, storage, screening, lighting, signs, construction activities and maintenance for common areas and open space within the Project. The CC&R's shall comply with the requirements of the City's Laws pertaining thereto.

iv. The City shall not enforce the provisions of the CC&R's and enforcement of the same shall be the sole responsibility of the Developer or its assigns, including a homeowners' association formed for the purpose.

4. Payment of Fees. The Developer shall pay to the City all required fees in a timely manner. Fees shall be paid in those amounts which are applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures and requirements adopted by City either formally or through established practice.

5. City Obligations. Subject to Developer complying with all of the City's Laws and the provisions of this Agreement, the City agrees to maintain the public improvements dedicated to

the City following satisfactory completion thereof and acceptance of the same by the City and to provide standard municipal services to the Project including, but not limited to, water service, police and fire protection, subject to the payment of all fees and charges charged or levied therefore by the City.

6. **Indemnification and Insurance.** Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars (\$1,000,000) and naming the City as an additional insured.

7. **Right of Access.** Representatives of the City shall have the reasonable right of access to the Project and any portions thereof during the period of construction to inspect or observe the Project and any work thereon.

8. **Assignment.** The Developer shall not assign this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

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

To Developer: Rodney L. Griffin
 24 North 1050 West
 Kaysville, UT 84037

To the City: Farmington City
 Attn: City Manager
 130 North Main Street
 Farmington, Utah 84025-0160

10. **Default.** In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default, the non-defaulting party may, at its election, have the following remedies:

a. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.

b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.

c. The right to draw upon any security posted or provided in connection with the Project.

d. The right to terminate this Agreement.

e. The rights and remedies set forth herein shall be cumulative.

11. **Attorneys' Fees.** In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorneys fee.

12. **Entire Agreement.** This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property and/or the Project, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Project, including any related conditions.

13. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

14. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer, or any successor-in-interest or assignee of the Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

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

16. **No Third-Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

17. **Recordation.** This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.

18. **Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.

19. **Termination.** Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the Project is not completed within five (5) years from the date of this Agreement or in the event the Developer does not comply with the City's Laws and the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and/or to not approve any additional phases for the Project. Such termination may be effected by the City by giving written notice of intent to terminate to the Developer set forth herein. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. In the event Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

20. **Severability.** If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.


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

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

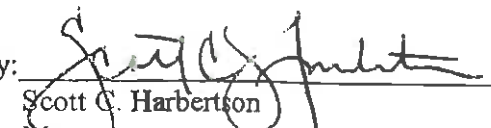
"CITY"

FARMINGTON CITY

ATTEST:



Holly Gadd
City Recorder

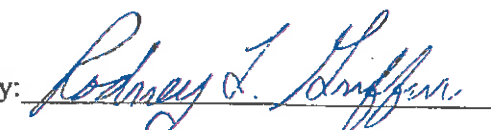
By: 

Scott C. Harbertson
Mayor



"DEVELOPER"

RODNEY L. GRIFFIN

By: 

Its: self

CITY ACKNOWLEDGMENT

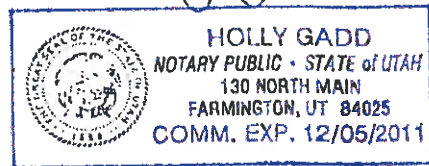
STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 4 day of February, 2011, personally appeared before me Scott C. Harbertson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott C. Harbertson acknowledged to me that the City executed the same.

Holly Gadd
Notary Public

My Commission Expires:

12/5/2011



DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 4 day of February, 2011, personally appeared before me, **RODNEY L. GRIFFIN**, who being by me duly sworn, did say that he is the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Holly Gadd
Notary Public

My Commission Expires:

12/5/2011

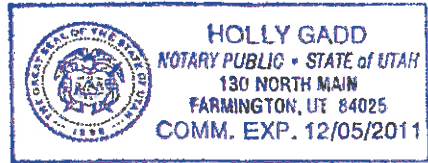
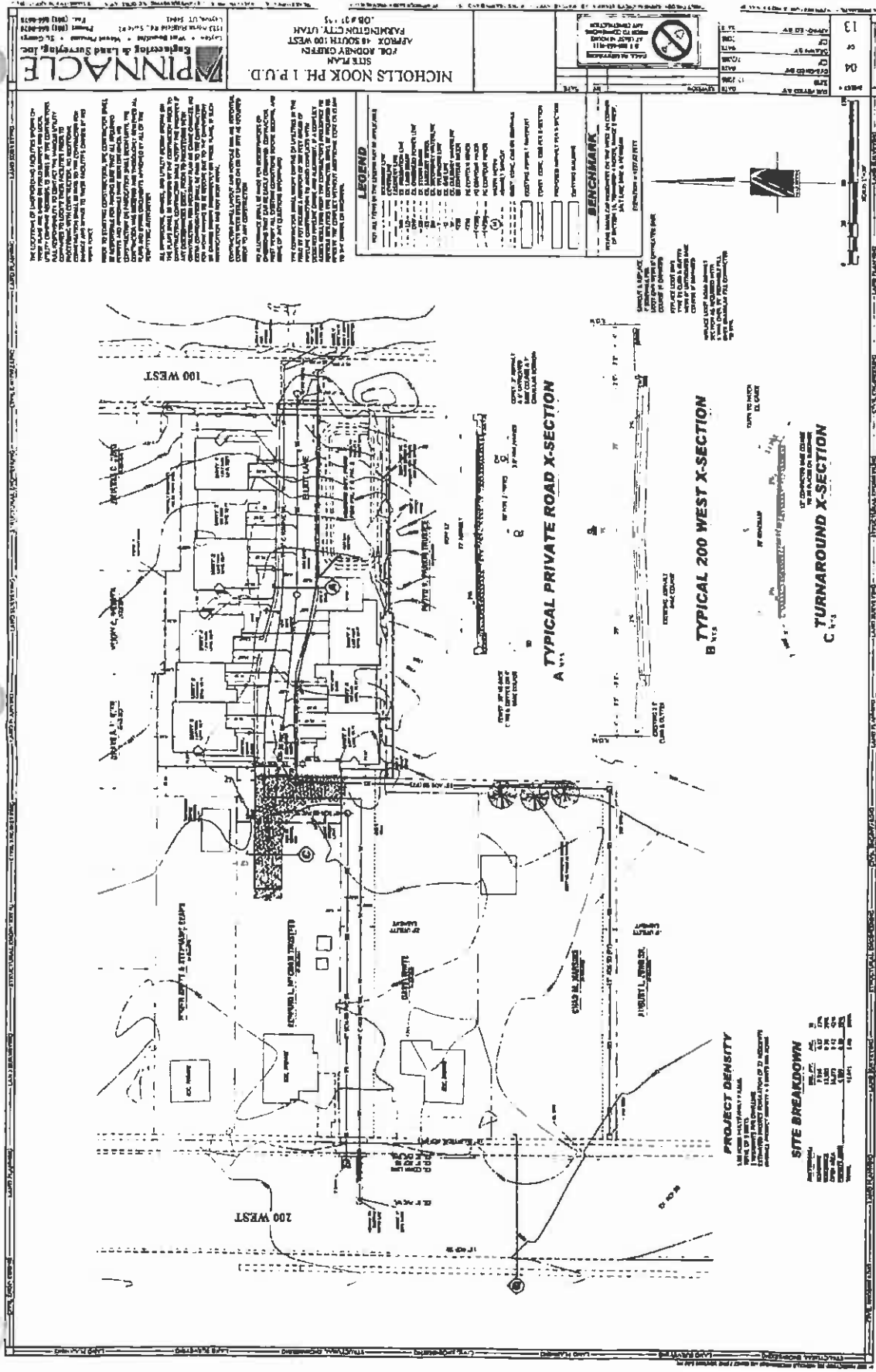


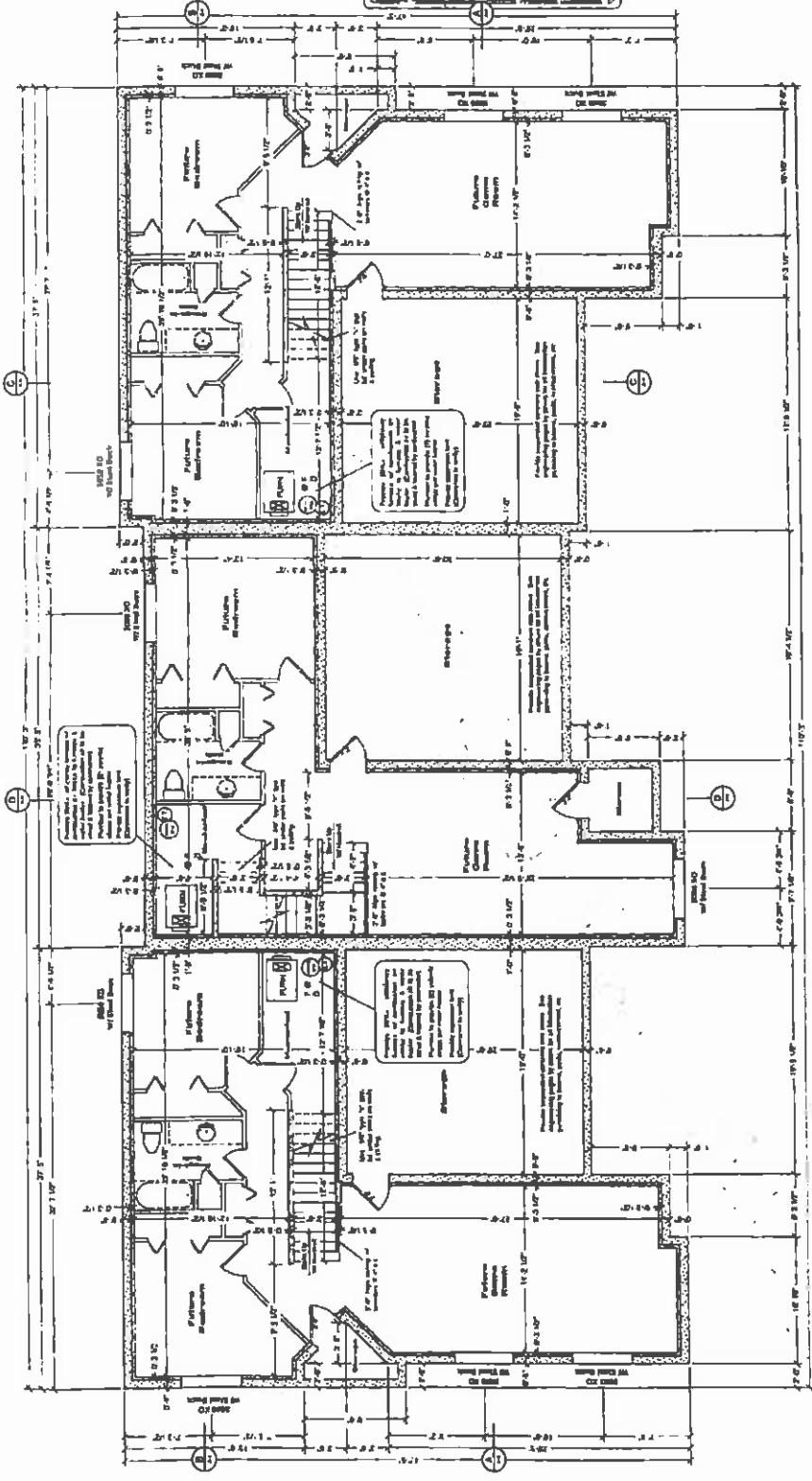
EXHIBIT "A"

070280072 BEG AT A PT 5 RODS N FR THE SE COR OF LOT 6, BLK 4, PLAT A, FARMINGTON TS SURVEY & RUN TH W 14 RODS; TH N 5 RODS; TH E 4 RODS; TH S 6.0 FT; TH E 75.0 FT; TH S 10.5 FT; TH E 114.5 FT M/L TO THE W LINE OF 100 WEST STR; TH S ALG SD W LINE 4 RODS; TH W 24.5 FT TO THE POB. CONT. 0.43 ACRES.

070280049 BEG AT SE COR OF LOT 6, BLK 4, PLAT A FARMINGTON TS SUR; TH W 231 FT; TH N 5 RODS; TH E 255.5 FT; TH S 5 RODS; TH W 24.5 FT TO BEG. CONT. 0.484 ACRES.

070280084 A PARCEL 6 ½ FT WIDE BY 33 FT LONG LOC IN THE SW 1/4 OF SEC 19-T3N-R1E, SLB&M; SD PARCEL ALSO BEING PART OF LOT 6, BLK 4, FARMINGTON TS SURVEY, MORE PART'LY DESC AS FOLLOWS: BEG AT A PT WH IS LOC S 00°07'50" E ALG THE W LINE OF SD 1/4 SEC 263.35 FT & E 363.31 FT FR THE W 1/4 COR OF SD SEC 19; SD PT ALSO BEING LOC S 89°46'37" E ALG THE S LINE OF SD LOT 6, 16.5 FT FR THE SW COR OF SD LOT 6; & RUN TH N 89°46'37" W ALG SD S LINE 6.50 FT; TH N 00°29'55" E 33.00 FT; TH S 89°46'37" E 6.50 FT; TH S 00°29'55" W 33.00 FT TO THE POB. CONT. 0.005 ACRES.





Basement Floor Plan

Scale: 1/8" = 1'-0"

See Section 101 for Details of Foundation

1. This drawing is prepared by the Architect in accordance with the provisions of the contract documents and the applicable building codes. It is intended to be used in conjunction with the other drawings and specifications of the project.

2. The Contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The Architect is not responsible for the accuracy of any information provided by the Contractor.

3. The Contractor shall be responsible for the construction of the foundation and shall provide all necessary details and specifications for the same.

4. The Contractor shall be responsible for the construction of the basement walls and shall provide all necessary details and specifications for the same.

5. The Contractor shall be responsible for the construction of the basement floor and shall provide all necessary details and specifications for the same.

6. The Contractor shall be responsible for the construction of the basement stairs and shall provide all necessary details and specifications for the same.

7. The Contractor shall be responsible for the construction of the basement doors and shall provide all necessary details and specifications for the same.

8. The Contractor shall be responsible for the construction of the basement windows and shall provide all necessary details and specifications for the same.

9. The Contractor shall be responsible for the construction of the basement mechanical and electrical systems and shall provide all necessary details and specifications for the same.

10. The Contractor shall be responsible for the construction of the basement finish and shall provide all necessary details and specifications for the same.

Nicholls Nook P.U.D.
 23 S. Main Street
 Salt Lake City, UT 84143
 Phone: (801) 525-1111
 Fax: (801) 525-1112
 Website: www.nichollsnook.com

23 S. Main Street
 Salt Lake City, UT 84143
 Phone: (801) 525-1111
 Fax: (801) 525-1112
 Website: www.nichollsnook.com

Design Loft, Inc.
 Residential Design Group
 (801) 292-9716

A-1
 M-5874
 Project No.

A-2

M-5874

2/22/2009

House Plans From
Design Loft Inc.
Residentia Design Group
(801) 292-9716

25 South Main Street
Suite 100-F
Cottonwood, Utah 84014

Plan Number
M-5847

Date
August 31, 2009

Project Number
A-2

Nicholls Nook P.U.D.

Tract No. 147

CD-14

From: 100' W.M.

SCOURCOURING

Job No. 1184

Project No. 1184

Subcontractor: 1184

Contractor: 1184

Inspector: 1184

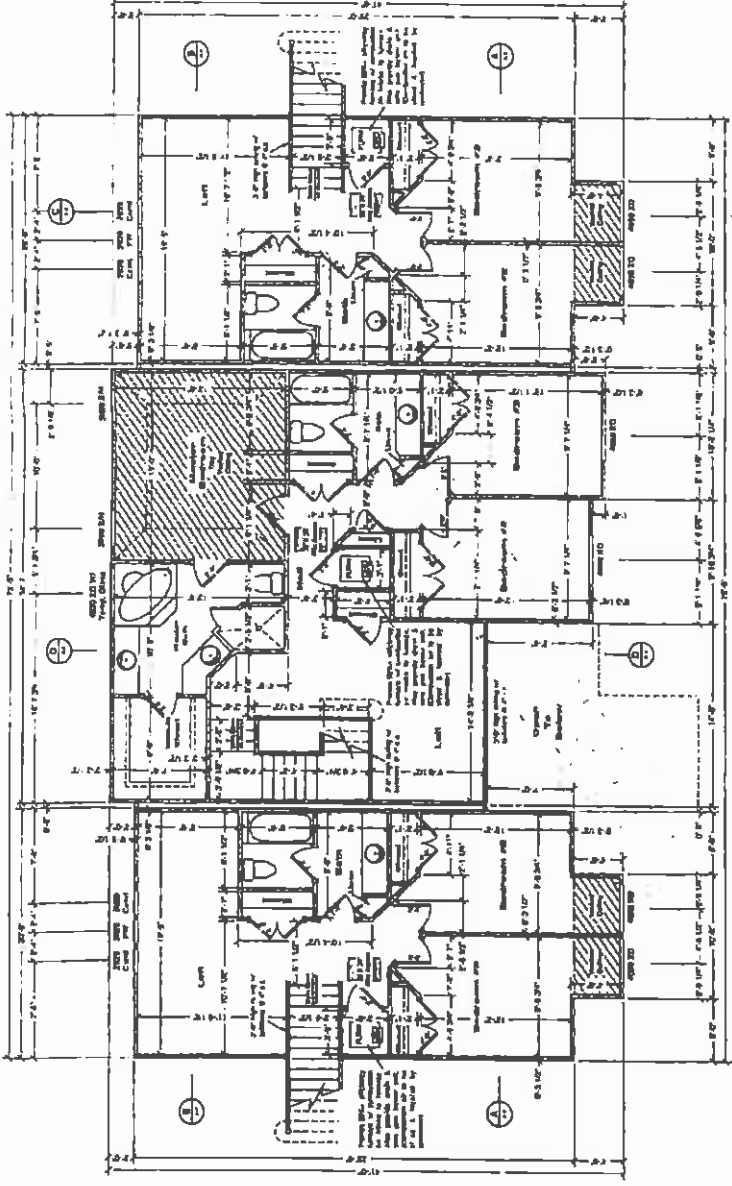
Recorder: 1184

PLAN #M-5874

Main Floor Plan

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

EXHIBIT B



Second Floor Plan
Scale: 1/4" = 1'-0"

Second Floor: West Wing (West Side)
as a separate building

The building shown on this floor plan was designed by the architect and was constructed in accordance with the building code of the City of New York. The building is located at 25 South Main Street, Center, Utah 84014. The building is a three-story building with a total area of 10,000 square feet. The building is currently vacant and is being offered for sale by the owner. The building is in good condition and is ready for occupancy.

This floor plan is a true and correct copy of the original as submitted to the City of New York Department of Buildings for approval. The building is located at 25 South Main Street, Center, Utah 84014. The building is a three-story building with a total area of 10,000 square feet. The building is currently vacant and is being offered for sale by the owner. The building is in good condition and is ready for occupancy.

Nicholls Nook P.L.L.C.	
Architect	

Project	09-014
Plan Number	M-5847
Date	August 31, 2004
A-3	

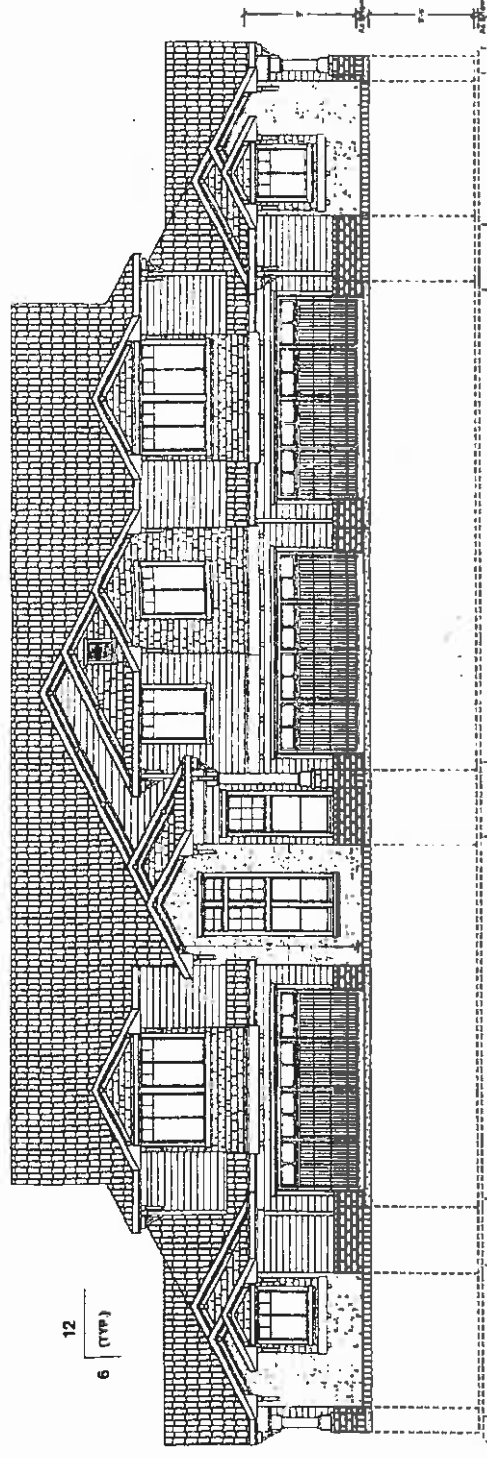
25 South Main Street
Center, Utah 84014

HOVAD Platform
Design Group
Residential Design Group
(801) 922-9716

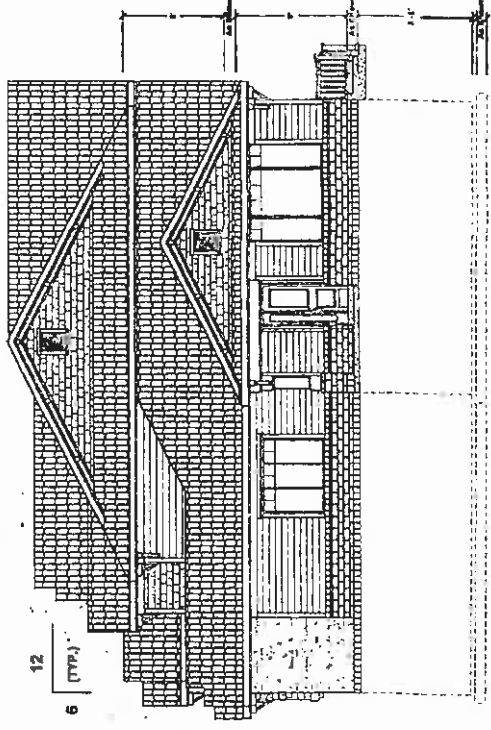
C:\PROGRA~1\ARCH~1\DWG\SETUP...	
A-3	

M-5874
A-3

12
6 (TYP)



Front Elevation
Scale 1/4" = 1'-0"



Right Elevation
Scale 1/4" = 1'-0"

NOT TO SCALE
 THIS DRAWING IS THE PROPERTY OF THE ARCHITECT AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. ANY UNAUTHORIZED REPRODUCTION OR TRANSMISSION IS STRICTLY PROHIBITED AND WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS DRAWING. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES RENDERED. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.

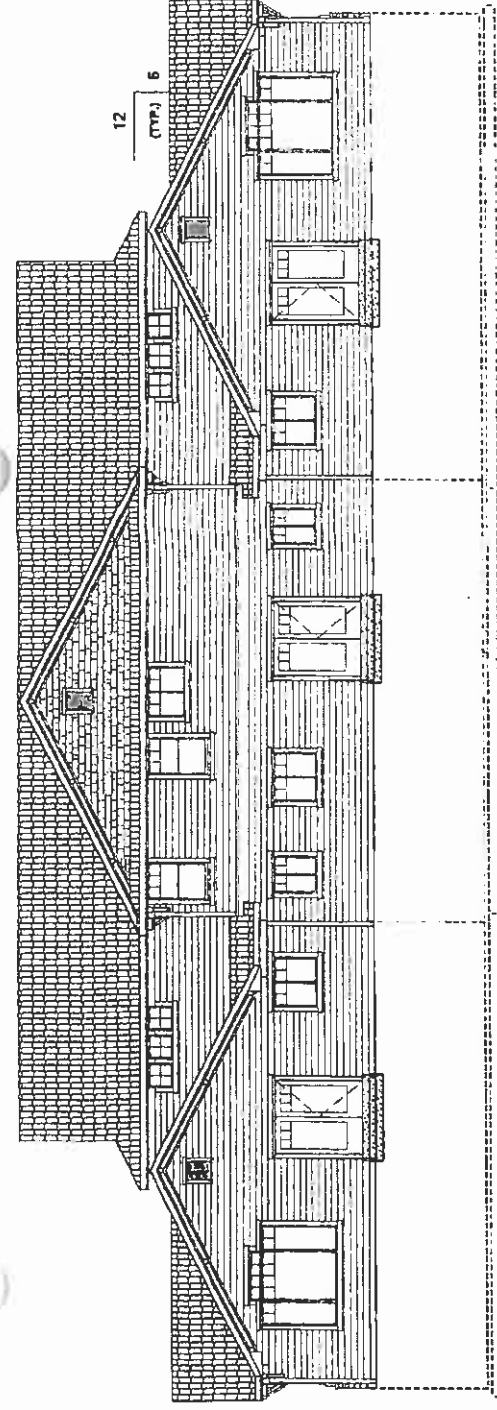
Professional Seal
 State of Michigan
 No. 3777
 Nicholas Nock P.L.L.C.
 25 South Main Street
 Suite 10F
 Detroit, Michigan 48207
 Date: 09-07-18
 Page Number: 1

House Plans From
Design Loft Inc.
 Residential Design Group
 (601) 292-9716

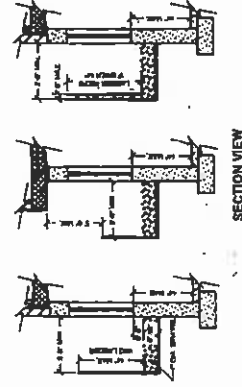
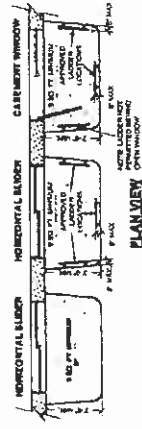
25 South Main Street
 Suite 10F
 Detroit, Michigan 48207

09-07-18
 Revised
 M-5847
 August 31, 2018
 Date
 Page Number
A-4

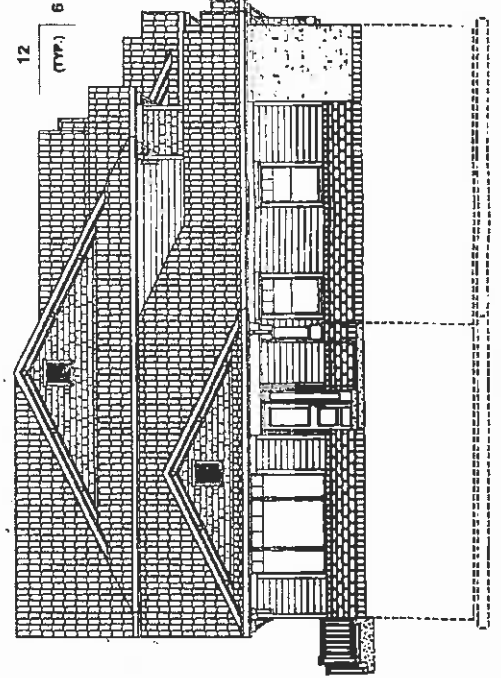
M-5874
 Project Number
A-4



Rear Elevation
Scale 1/4" = 1'-0"



Typical Window Well Details
Scale 3/8" = 1'-0"



Left Elevation
Scale 1/4" = 1'-0"

These drawings are prepared for the purpose of illustrating the general appearance of the proposed structure and are not intended to be used for the construction of the same. The contractor is to be held responsible for the proper interpretation of these drawings and for the proper construction of the same. The architect is not responsible for the construction of the same. The architect is not responsible for the construction of the same.

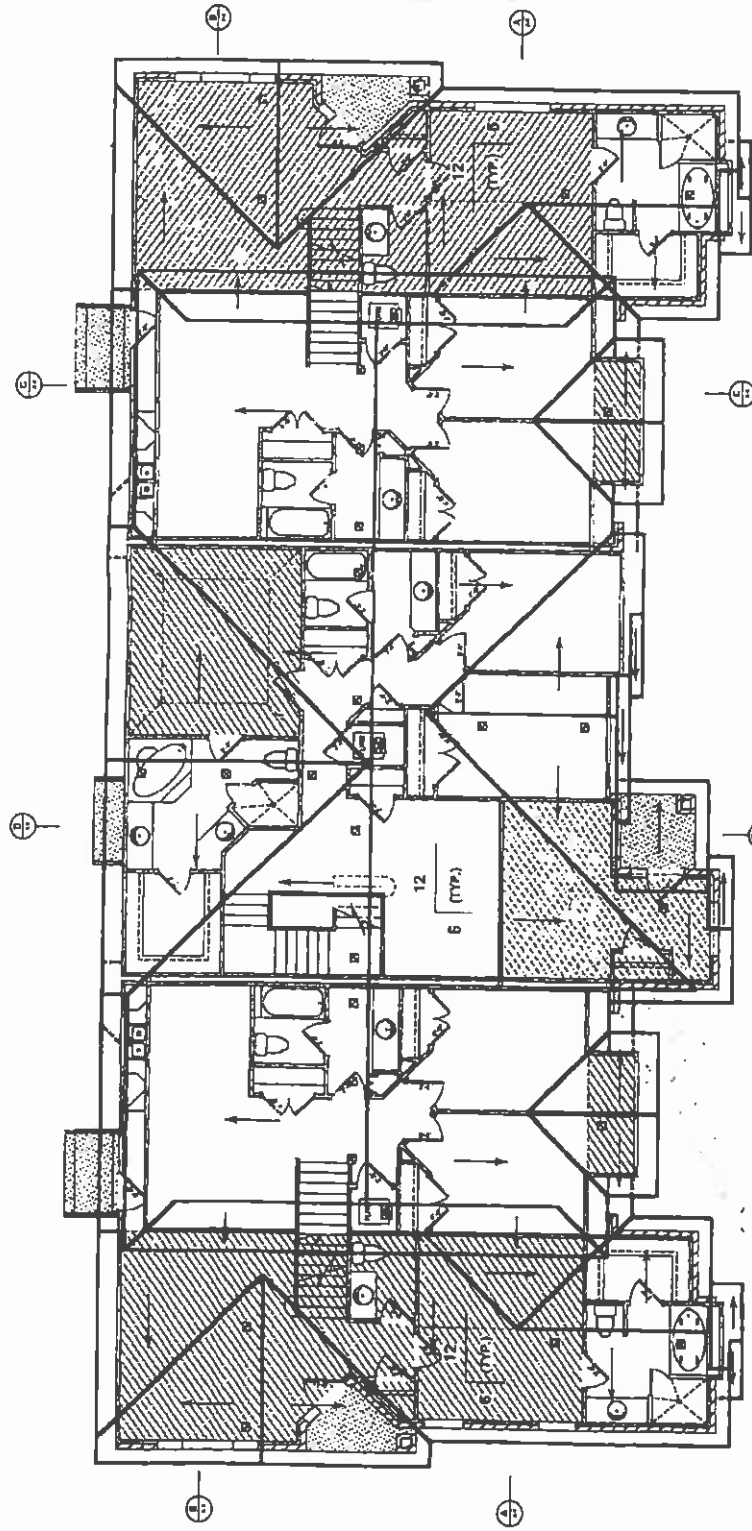
Nichols Nook P.U.D.
No. P-143-97
August 21, 2008
09.014

25 South Van Street
Suite 101-F
Central Utah Pacific
Residential Design Group
(801) 292-9716

A-5
M-5874
August 21, 2008

A-6
 Project No. M-5874
 Date: 8/21/2008
 Designer: M-5887
 (201) 922-9716
 House Plans From Design Loft Inc.
 Residential Design Group
 25 South Main Street
 Suite 100
 Centerville, Utah 84014
 P.O. Box 60
 Provo, Utah 84601

Nicholls Nook P.U.D.
 2010 S. 11th St.
 Provo, UT 84601
 P.O. Box 60
 Provo, UT 84601



Roof Layout Plan
 Scale: 1/4" = 1'-0"

1. All framing shall be in accordance with the provisions of the International Building Code (IBC) and the International Residential Code (IRC) as applicable. The framing shall be designed for the full design load as shown on the drawings. The framing shall be installed in accordance with the provisions of the manufacturer's instructions for the materials used. The framing shall be installed in accordance with the provisions of the manufacturer's instructions for the materials used. The framing shall be installed in accordance with the provisions of the manufacturer's instructions for the materials used.

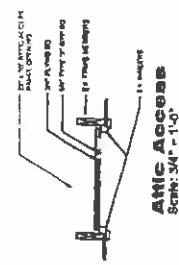
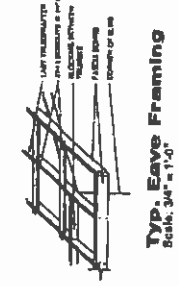
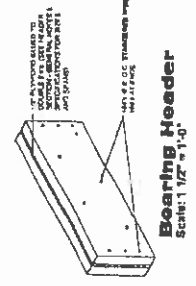
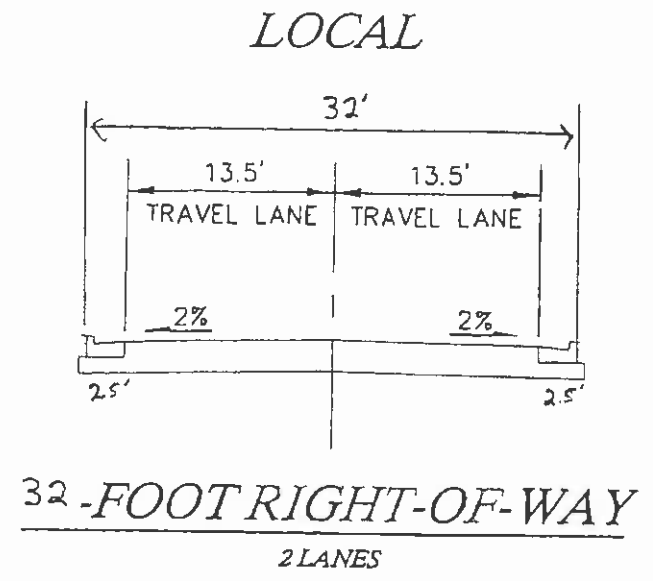


EXHIBIT B



EXHIBIT B

EXHIBIT C



ROAD SECTION

Concept Plan for Nicholls Nook

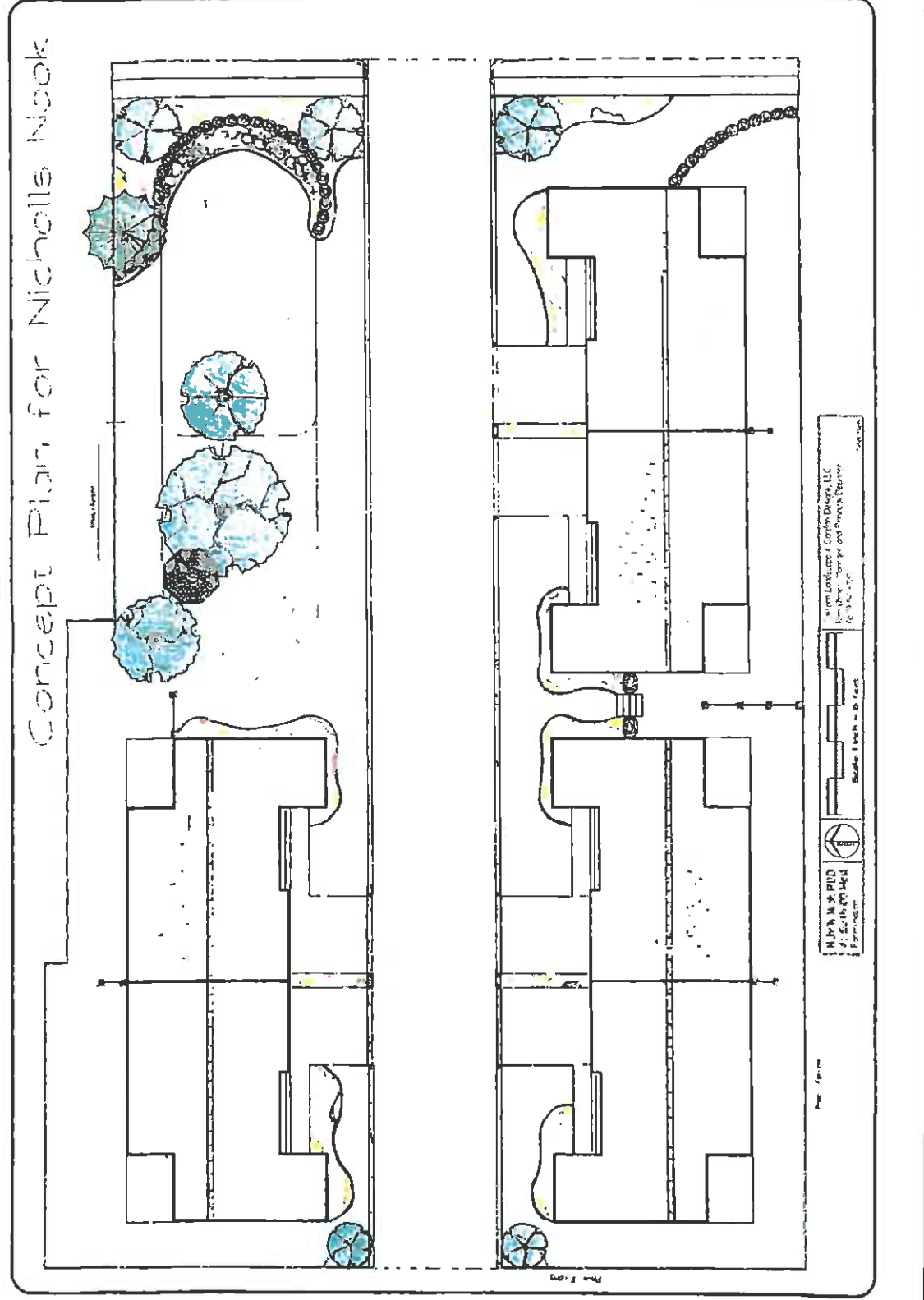


EXHIBIT D



VIEW B

Concept Plan for Nicholls Nook

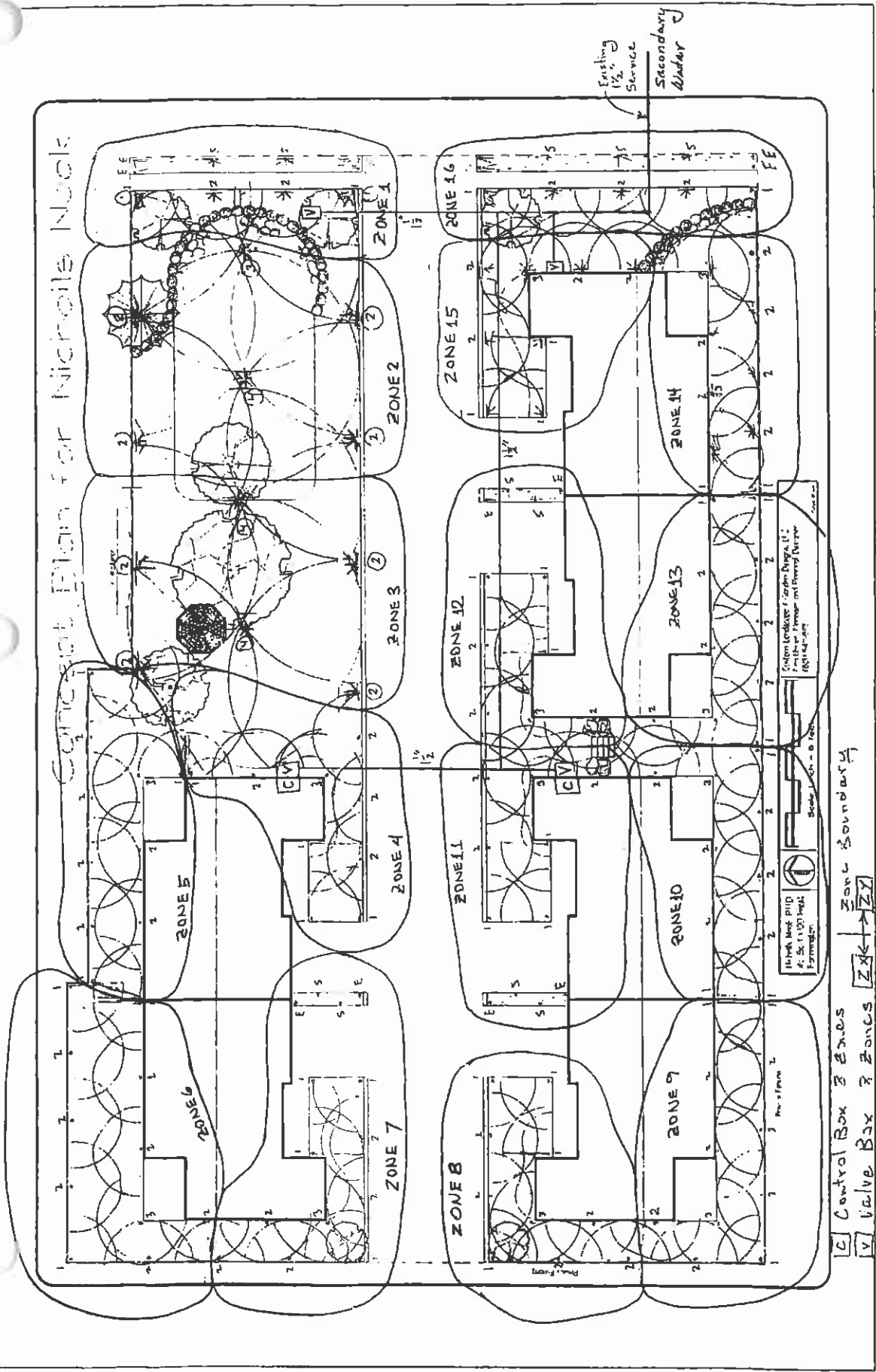


EXHIBIT D

CITY COUNCIL AGENDA

For Council Meeting:
July 1, 2014

**SUBJECT: Construction of Stoneybrook and 100 East Waterline Replacement
Project – Ormond Construction**

ACTION TO BE CONSIDERED:

Approve the contract and bid from Ormond Construction for the construction of waterline replacement and improvements in the amount of \$118,872.05 to be paid from the water fund and storm drain fund.

GENERAL INFORMATION:

See enclosed staff report prepared by Chad Boshell.

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



FARMINGTON CITY

City Council Staff Report

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: July 1, 2014

SUBJECT: **CONSIDER APPROVAL OF ORMOND CONSTRUCTION TO CONSTRUCT THE STONEYBROOK AND 100 EAST WATERLINE REPLACEMENT PROJECT**

RECOMMENDATION

Approve the contract and bid from Ormond Construction for the construction of waterline replacement and improvements in the amount of \$118,872.05 to be paid from the water fund and storm drain fund.

BACKGROUND

The Stoneybrook and 100 East Waterline Replacement Project has been bid and will begin construction in 2 to 3 weeks. The project includes replacing the waterline and laterals in 100 East from Continental to 720 South and replacing the water laterals in Stoneybrook. The cross gutters will also be replaced and improved. City staff recommends awarding Ormond Construction the project. Attached is the contract between the City and the Contractor to do the work.

SUPPLEMENTAL INFORMATION

1. Bid Tabulation
2. Contract

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager

Bid Tabulation

Project: Stoneybrook and 100 East Waterline Replacement Project
 Account #
 Engineer: Farmington City

ITEM	DESCRIPTION	Wasatch West			Ormond		
		UNIT	TOTAL QUANTITY	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT
	Stoneybrook						
1	Mobilization – Demobilization	LS	1	\$6,452.00	\$6,452.00	\$4,500.00	\$4,500.00
2	Remove & Install New Fire Hydrant w/ Gate Valve (Hydrant Only Not the Lateral)	EA	2	\$3,305.00	\$6,610.00	\$3,860.27	\$7,720.54
3	3" Asphalt Pavement w/ 12" Road Base	SF	2000	\$5.70	\$11,400.00	\$4.50	\$9,000.00
4	Remove and Replace 1" Short Side Water Lateral	EA	1	\$1,090.00	\$1,090.00	\$1,172.68	\$1,172.68
5	Remove and Replace 1" Long Side Water Lateral	EA	2	\$922.00	\$1,844.00	\$1,322.42	\$2,644.84
6	Remove and Replace 3/4" Short Side Water Lateral	EA	3	\$875.00	\$2,625.00	\$1,134.05	\$3,402.15
7	Remove and Replace 3/4" Long Side Water Lateral	EA	3	\$1,010.00	\$3,030.00	\$1,271.08	\$3,813.24
8	Remove and Replace 1" Long Side Water Lateral & Install new Water Meter Setter and Box	EA	2	\$1,743.00	\$3,486.00	\$1,772.01	\$3,544.02
9	Remove and Replace 3/4" Long Side Water Lateral & Install new Water Meter Setter and Box	EA	1	\$1,393.00	\$1,393.00	\$1,591.17	\$1,591.17
10	Remove and Replace 3/4" Short Side Water Lateral & Install new Water Meter Setter and Box	EA	2	\$1,343.00	\$2,686.00	\$1,423.12	\$2,846.24
11	Remove and Replace Curb and Gutter	LF	50	\$35.55	\$1,777.50	\$32.00	\$1,600.00
12	Remove and Install 6" Wide Cross Gutter in Different Location	LF	40	\$49.80	\$1,992.00	\$108.00	\$4,320.00
13	Traffic Control	LS	1	\$914.50	\$914.50	\$1,500.00	\$1,500.00
	100 East						
14	Mobilization – Demobilization	LS	1	\$5,880.00	\$5,880.00	\$4,500.00	\$4,500.00
15	Remove & Install New Fire Hydrant w/ Tees, Lateral, & Gate Valve	EA	2	\$4,640.00	\$9,280.00	\$4,314.32	\$8,628.64
16	3" Asphalt Pavement w/ 12" Road Base	SF	1,500	\$5.90	\$8,850.00	\$4.50	\$6,750.00
17	8" PVC C900 DR 14 Waterline	LF	630	\$44.25	\$27,877.50	\$31.40	\$19,782.00
18	Remove and Replace 3/4" Short Side Water Lateral	EA	5	\$688.00	\$3,440.00	\$1,047.63	\$5,239.15
19	Remove and Replace 3/4" Long Side Water Lateral	EA	4	\$415.00	\$1,660.00	\$1,183.65	\$4,734.60
20	Remove and Replace 3/4" Long Side Water Lateral & Install new Water Meter Setter and Box	EA	1	\$2,167.00	\$2,167.00	\$1,592.86	\$1,592.86
21	8"x8"x8" TEE (MJM/JMJ) w/ Mega Lugs	EA	3	\$556.00	\$1,668.00	\$667.89	\$2,003.67
22	8"x6" ROMAC RC 501 Reducing Coupler	EA	3	\$393.00	\$1,179.00	\$465.65	\$1,396.95
23	8"x8" ROMAC XR 501 Coupler	EA	2	\$323.50	\$647.00	\$426.99	\$853.98
24	Remove and Replace Curb and Gutter	LF	80	\$32.30	\$2,584.00	\$32.00	\$2,560.00
25	Remove and Install 6" Wide Cross Gutter in Different Location	LF	40	\$49.80	\$1,992.00	\$96.00	\$3,840.00
26	8" - 22.5" Bend w/ Thrust Block	EA	1	\$486.50	\$486.50	\$473.16	\$473.16
27	8" - 45" Bend w/ Thrust Block	EA	1	\$480.25	\$480.25	\$475.87	\$475.87
28	8" Gate Valve	EA	3	\$1,240.00	\$3,720.00	\$1,681.63	\$5,044.89
29	Cap Existing Abandoned 6" Waterlines	EA	5	\$470.00	\$2,350.00	\$212.28	\$1,061.40
30	Remove and Install 4" Wide Cross Gutter	LF	16	\$94.75	\$1,516.00	\$80.00	\$1,280.00
31	Traffic Control	LS	1	\$1,220.75	\$1,220.75	\$1,000.00	\$1,000.00
	Totals				\$122,298.00		\$118,872.05

APPARENT LOW BIDDER: Ormond Construction

SECTION 00520**STANDARD FORM OF AGREEMENT**

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

FY 2015 Stoney Brook and 100 East Waterline Replacement Project

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Install new waterline, water laterals, fire hydrants, asphalt patching, curb and gutter, and cross gutters.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Farmington City (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Dates for Substantial Completion and Final Payment*

A. All work on Stoney Brook must be completed by August 30, 2014.

B. All work on 100 East must be completed by September 15, 2014.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$ 200.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or

Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed by the State.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been

identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (Pages 1 through 7, inclusive)
 - 2. Performance bond (Pages 1 through 3, inclusive)
 - 3. Payment bond (Pages 1 through 3, inclusive)
 - 4. General Conditions (Pages 1 through 62, inclusive)
 - 5. Supplementary Conditions (Pages 1 through 15, inclusive)

6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings consisting of 1 sheet with each sheet bearing the following general title: "FY 2015 Stoney Brook and 100 East Waterline Replacement Project."
 8. Addendum None.
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

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

OWNER:

CONTRACTOR

Farmington City

By: _____

By: _____

Title: _____

Title: _____

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

Attest _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Farmington City

PO Box 160

Farmington, Utah 84025

License No.: _____

(Where applicable)

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

Agent for service of process:

END OF SECTION

SECTION 00410

BID FORM

Farmington City

FY 2015 Stoney Brook and 100 East Waterline Replacement Project

Bids Opened: 10:00 a.m. June 20, 2014

ORMOND CONSTRUCTION INC
PO BOX 598
WILLARD UT 84340-0598

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identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

100 East (Continental to 720 South)

Item No.	Description	Quantity	Units	Unit Price	Amount
14	Mobilization – Demobilization	1	LS	4,500.00	4,500.00
15	Remove & Install New Fire Hydrant w/ Tees, Lateral, & Gate Valve	2	EA	4,314.32	8,628.64
16	3" Asphalt Pavement w/ 12" Road Base	1,500	SF	4.50	6,750.00
17	8" PVC C900 DR 14 Waterline	630	LF	31.40	19,782.00
18	Remove and Replace 3/4" Short Side Water Lateral	5	EA	1,047.83	5,239.15
19	Remove and Replace 3/4" Long Side Water Lateral	4	EA	1,183.65	4,734.60
20	Remove and Replace 3/4" Long Side Water Lateral & Install new Water Meter Setter and Box	1	EA	1,592.86	1,592.86
21	8"x8"x8" TEE (MJxMJxMJ) w/ Mega Lugs	3	EA	667.89	2,003.67
22	8"x6" ROMAC RC 501 Reducing Coupler	3	EA	465.65	1,396.95
23	8"x8" ROMAC XR 501 Coupler	2	EA	426.99	853.98
24	Remove and Replace Curb and Gutter	80	LF	32.00	2,560.00
25	Remove and Install 6' Wide Cross Gutter in Different Location	40	LF	96.00	3,840.00
26	8" - 22.5° Bend w/ Thrust Block	1	EA	473.16	473.16
27	8" - 45° Bend w/ Thrust Block	1	EA	475.87	475.87
28	8" Gate Valve	3	EA	1,681.63	5,044.89
29	Cap Existing Abandoned 6" Waterlines	5	EA	212.28	1,061.40
30	Remove and Install 4' Wide Cross Gutter	16	LF	80.00	1,280.00
31	Traffic Control	1	LS	1,000.00	1,000.00

Subtotal: **71,217.17**

Project Total: 118,872.05 T

For work listed above shown on the drawings, I/we agree to perform for the sum of the unit price amounts

at: One Hundred Eighteen Thousand Eight Hundred Seventy Two Dollars and Five Cents
 _____ DOLLARS (\$ 118,872.05)
 (Words) (Numbers)

(In the case of discrepancy, written amount shall govern)

NOTES:

- Quantities are for bid purposes only and are based on engineering estimates. Farmington City reserves the right to increase or decrease work by up to 100% at the unit price stated. Portions of the work may be deleted in their entirety to accommodate the budget.
- The contractor is responsible to verify all material quantities prior to placement.
- Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

ARMOND CONSTRUCTION INC
 ○ BOX 598
 VILLARD UT 84340-0598

- Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that all work on Stoney Brook shall be completed by August 30, 2014 and all work on 100 East shall be completed by September 15, 2014.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in the form of a certified check, or bank money order, issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid is submitted by:
If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: Ormond Construction Inc.

State of Incorporation: Utah

Type (General Business, Professional, Service, Limited Liability): _____

By: *[Signature]*
(Signature -- attach evidence of authority to sign)

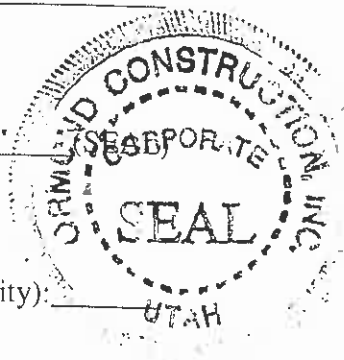
Name (typed or printed): President

Title: President

(CORPORATE SEAL)

Attest *[Signature]*

Date of Qualification to do business in Utah is 1/1/1982



A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address ORMOND CONSTRUCTION INC
PO BOX 598
WILLARD UT 84340-0598

Phone No. PHONE (435) 723-3531 Fax No. (435) 723-2910

E-mail david@ormondconst.com (if available)

SUBMITTED on June 20, 2014.

State Contractor License No. 241695-5501

END OF SECTION

CITY COUNCIL AGENDA

For Council Meeting:
July 1, 2014

**SUBJECT: Construction of FY2015 Road Maintenance Project –
Kilgore Contracting**

ACTION TO BE CONSIDERED:

Approve the contract and bid from Kilgore Contracting for the construction of road maintenance improvements in the amount of \$404,666.79 to be paid from the street maintenance fund and the parks fund.

GENERAL INFORMATION:

See enclosed staff report prepared by Chad Boshell.

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



FARMINGTON CITY

City Council Staff Report

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

To: Honorable Mayor and City Council
From: Chad Boshell, City Engineer
Date: July 1, 2014
SUBJECT: **CONSIDER APPROVAL OF KILGORE CONTRACTING TO CONSTRUCT
THE FY 2015 ROAD MAINTENANCE PROJECT**

RECOMMENDATION

Approve the contract and bid from Kilgore Contracting for the construction of road maintenance improvements in the amount of \$404,666.79 to be paid from the street maintenance fund and the parks fund.

BACKGROUND

The FY 2015 Road Maintenance Project has been bid and will begin construction in 2 to 3 weeks. The project includes road overlays, reconstruction, and chip seal along with other crack sealing and patching. City staff recommends awarding Kilgore Contracting the project. Attached is the contract between the City and the Contractor to do the work.

SUPPLEMENTAL INFORMATION

1. Bid Tabulation
2. Contract

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager

Bid Tabulation

Project: FY 2015 Road Maintenance
 Account #: Farmington City
 Engineer:

ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	Slaker/Panson		Morgan Asphalt		Advanced Paving		Kilgore		Granite	
				UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT
1	Manhole Raise to Grade 500 North	EA	4	\$365.00	\$1,460.00	\$385.00	\$1,540.00	\$405.00	\$1,620.00	\$460.00	\$1,840.00	\$500.00	\$2,000.00
2	Valve Box raise to Grade	EA	2	\$275.00	\$550.00	\$290.00	\$580.00	\$305.00	\$610.00	\$255.00	\$510.00	\$350.00	\$700.00
3	Leveling Course	TON	30	\$72.00	\$2,160.00	\$140.00	\$4,200.00	\$72.00	\$2,160.00	\$70.00	\$2,100.00	\$80.00	\$2,400.00
4	2" Overlay	SF	23310	\$0.78	\$18,181.80	\$1.00	\$23,310.00	\$0.82	\$19,114.20	\$0.73	\$17,016.30	\$0.82	\$19,114.20
1	Manhole Raise to Grade 1235 South	EA	1	\$405.00	\$405.00	\$424.00	\$424.00	\$700.00	\$700.00	\$715.00	\$715.00	\$700.00	\$700.00
2	Valve Box raise to Grade	EA	1	\$295.00	\$295.00	\$313.00	\$313.00	\$520.00	\$520.00	\$255.00	\$255.00	\$500.00	\$500.00
3	Leveling Course	TON	10	\$81.00	\$810.00	\$140.00	\$1,400.00	\$72.00	\$720.00	\$70.00	\$700.00	\$80.00	\$800.00
4	2" Overlay	SF	16407	\$0.82	\$13,453.74	\$0.98	\$16,078.86	\$0.82	\$13,453.74	\$0.73	\$11,977.11	\$0.82	\$13,453.74
5	6' Wide Edge Milling Palomino	LF	850	\$4.00	\$3,400.00	\$4.06	\$3,451.00	\$3.50	\$2,975.00	\$4.30	\$3,655.00	\$5.00	\$4,250.00
1	Manhole Raise to Grade	EA	3	\$375.00	\$1,125.00	\$390.00	\$1,170.00	\$405.00	\$1,215.00	\$460.00	\$1,380.00	\$500.00	\$1,500.00
2	Valve Box raise to Grade	EA	2	\$275.00	\$550.00	\$290.00	\$580.00	\$305.00	\$610.00	\$255.00	\$510.00	\$350.00	\$700.00
3	Leveling Course	TON	8	\$70.00	\$560.00	\$140.00	\$1,120.00	\$72.00	\$576.00	\$70.00	\$560.00	\$80.00	\$640.00
4	2" Overlay	SF	26595	\$0.78	\$20,744.10	\$0.94	\$24,998.30	\$0.82	\$21,807.90	\$0.73	\$19,414.35	\$0.82	\$21,807.90
1	Manhole Raise to Grade West State Street	EA	3	\$650.00	\$1,950.00	\$385.00	\$1,155.00	\$700.00	\$2,100.00	\$715.00	\$2,145.00	\$700.00	\$2,100.00
2	Valve Box raise to Grade	EA	3	\$475.00	\$1,425.00	\$290.00	\$870.00	\$520.00	\$1,560.00	\$460.00	\$1,380.00	\$500.00	\$1,500.00
3	Leveling Course	TON	20	\$72.00	\$1,440.00	\$140.00	\$2,800.00	\$72.00	\$1,440.00	\$70.00	\$1,400.00	\$80.00	\$1,600.00
4	2" Overlay	SF	61911	\$0.77	\$47,671.47	\$0.92	\$56,958.12	\$0.82	\$50,767.02	\$0.73	\$45,195.03	\$0.80	\$49,528.80
5	2" Full Milling	SF	61911	\$0.15	\$9,286.65	\$0.25	\$15,477.75	\$0.30	\$18,573.30	\$0.20	\$12,382.20	\$0.30	\$18,573.30
1	Manhole Raise to Grade Glynnbill Ct	EA	6	\$370.00	\$2,220.00	\$424.00	\$2,544.00	\$405.00	\$2,430.00	\$460.00	\$2,760.00	\$500.00	\$3,000.00
2	Valve Box raise to Grade	EA	2	\$275.00	\$550.00	\$313.00	\$626.00	\$305.00	\$610.00	\$255.00	\$510.00	\$350.00	\$700.00
3	Leveling Course	TON	8	\$70.00	\$560.00	\$140.00	\$1,120.00	\$72.00	\$576.00	\$70.00	\$560.00	\$80.00	\$640.00
4	2" Overlay	SF	9864	\$1.00	\$9,864.00	\$0.90	\$8,877.60	\$0.82	\$8,088.48	\$0.73	\$7,200.72	\$0.82	\$8,088.48
1	Manhole Raise to Grade Farmington Pond Road	EA	0	\$400.00	\$0.00	\$350.00	\$0.00	\$405.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Valve Box raise to Grade	EA	0	\$300.00	\$0.00	\$280.00	\$0.00	\$305.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Leveling Course	TON	10	\$70.00	\$700.00	\$140.00	\$1,400.00	\$72.00	\$720.00	\$70.00	\$700.00	\$80.00	\$800.00
4	2" Overlay	SF	27000	\$0.80	\$21,600.00	\$0.93	\$25,110.00	\$0.82	\$22,140.00	\$0.73	\$19,710.00	\$0.82	\$22,140.00
1	Manhole Raise to Grade Stoneybrook	EA	3	\$375.00	\$1,125.00	\$390.00	\$1,170.00	\$600.00	\$1,800.00	\$460.00	\$1,380.00	\$700.00	\$2,100.00
2	Valve Box raise to Grade	EA	1	\$300.00	\$300.00	\$313.00	\$313.00	\$450.00	\$450.00	\$460.00	\$460.00	\$350.00	\$350.00
3	Leveling Course	TON	20	\$70.00	\$1,400.00	\$140.00	\$2,800.00	\$72.00	\$1,440.00	\$70.00	\$1,400.00	\$80.00	\$1,600.00
4	2" Overlay	SF	23310	\$0.77	\$17,948.70	\$1.00	\$23,310.00	\$0.82	\$19,114.20	\$0.73	\$17,016.30	\$0.82	\$19,114.20
5	6' Wide Edge Milling	LF	1300	\$2.90	\$3,770.00	\$3.99	\$5,187.00	\$3.50	\$4,550.00	\$2.85	\$3,705.00	\$5.00	\$6,500.00
1	Manhole Raise to Grade 100 East (Continental - 720 South)	EA	2	\$655.00	\$1,310.00	\$395.00	\$792.00	\$700.00	\$1,400.00	\$715.00	\$1,430.00	\$700.00	\$1,400.00
2	Valve Box raise to Grade	EA	1	\$500.00	\$500.00	\$313.00	\$313.00	\$520.00	\$520.00	\$460.00	\$460.00	\$500.00	\$500.00
3	3" Asphalt	SF	22230	\$1.25	\$27,787.50	\$1.28	\$28,454.40	\$1.25	\$27,787.50	\$1.14	\$25,342.20	\$1.20	\$26,676.00
4	Full Depth Milling	SF	22230	\$0.19	\$4,223.70	\$0.30	\$6,669.00	\$0.55	\$12,226.50	\$0.43	\$9,558.90	\$0.40	\$8,892.00
5	Alternate Remove and replace 12" Road Base 100 East (Main st. - Canyon Road)	SF	22230	\$1.60	\$35,568.00	\$1.51	\$33,567.30	\$1.50	\$33,345.00	\$1.34	\$29,788.20	\$1.80	\$40,014.00
1	Leveling Course 100 East w/ Fog Coat	TON	75	\$74.00	\$5,550.00	\$127.00	\$9,525.00	\$72.00	\$5,400.00	\$70.00	\$5,250.00	\$80.00	\$6,000.00
2	Chip Seal w/ Fog Coat 200 West	SF	225396	\$0.39	\$87,904.44	\$0.36	\$81,142.56	\$0.32	\$72,126.72	\$0.33	\$74,380.68	\$0.35	\$78,888.60
1	Leveling Course	TON	25	\$105.00	\$2,625.00	\$145.00	\$3,625.00	\$72.00	\$1,800.00	\$70.00	\$1,750.00	\$80.00	\$2,000.00
2	Chip Seal w/ Fog Coat Misc. Work	SF	30660	\$0.39	\$11,957.40	\$0.36	\$10,921.60	\$0.32	\$9,619.20	\$0.33	\$9,919.80	\$0.35	\$10,521.00
1	Leveling Course Deep Patch	TON	450	\$87.00	\$39,150.00	\$145.00	\$65,250.00	\$72.00	\$32,400.00	\$70.00	\$31,500.00	\$80.00	\$36,000.00
2	Crack Seal	TON	50	\$460.00	\$23,000.00	\$213.00	\$10,650.00	\$100.00	\$5,000.00	\$135.00	\$6,750.00	\$120.00	\$6,000.00
	Totals	TON	15	\$2,660.00	\$39,900.00	\$2,800.00	\$42,000.00	\$2,300.00	\$34,500.00	\$2,000.00	\$30,000.00	\$3,000.00	\$45,000.00
				\$464,747.50	\$521,894.48	\$438,666.78	\$404,666.78						\$468,782.22

APPARENT LOW BIDDER Kilgore

SECTION 00520**STANDARD FORM OF AGREEMENT**

THIS AGREEMENT is by and between Farmington City ("Owner") and Kilgore Contracting ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

FY 2015 Road Maintenance Project

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Chip seal with fog coat, placing leveling course, deep patching, asphalt overlays, crack seal, 3" asphalt, and raising manholes and valves to grade.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Farmington City (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Dates for Substantial Completion and Final Payment*

A. The Chip and Seal work will be completed by August 30, 2014 and all other Work will be substantially completed on or before September 30, 2014, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before October 15, 2014.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$ 200.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or

Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

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

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed by the State.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been

identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (Pages 1 through 7, inclusive)
 - 2. Performance bond (Pages 1 through 3, inclusive)
 - 3. Payment bond (Pages 1 through 3, inclusive)
 - 4. General Conditions (Pages 1 through 62, inclusive)
 - 5. Supplementary Conditions (Pages 1 through 15, inclusive)

6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings consisting of 1 sheet with each sheet bearing the following general title: "FY 2015 Road Maintenance Project."
 8. Addendum 1.
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

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

OWNER:

CONTRACTOR

Farmington City

By: _____

By: _____

Title: _____

Title: _____

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

Attest _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Farmington City

PO Box 160

Farmington, Utah 84025

License No.: _____

(Where applicable)

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

Agent for service of process:

END OF SECTION

SECTION 00410

BID FORM

Farmington City

FY 2015 Road Maintenance Project

Bids Opened: 10:00 a.m. June 20, 2014

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
#1	June 18, 2014
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings

identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- A. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

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

ARTICLE 5 – BASIS OF BID

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

BID SCHEDULE

500 North (Main Street (SR 106) to 100 East)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Manhole Raise to Grade	4	EA	460.00	1840.00
2	Valve Box Raise to Grade	2	EA	255.00	510.00
3	Leveling Course	30	TON	70.00	2,100.00
4	2" Overlay	23,310	SF	0.73	17,016.30
Subtotal:					21,466.30

1235 South (Brooke Ln (120 E) to 200 East (Sr 106))

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Manhole Raise to Grade	1	EA	715.00	715.00
2	Valve Box Raise to Grade	1	EA	255.00	255.00
3	Leveling Course	10	TON	70.00	700.00
4	2" Overlay	16,407	SF	0.73	11,977.11
5	6' Wide Edge Milling	850	LF	4.30	3,655.00
Subtotal:					17,302.11

Palomino (1025 West) (500 South to Country Lane)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Manhole Raise to Grade	3	EA	460.00	1380.00
2	Valve Box Raise to Grade	2	EA	255.00	510.00
3	Leveling Course	8	TON	70.00	560.00
4	2" Overlay	26,595	SF	0.73	19,414.35
Subtotal:					21,864.35

West State Street (200 West to 400 West)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Manhole Raise to Grade	3	EA	715.00	2,145.00
2	Valve Box Raise to Grade	3	EA	460.00	1,380.00

3	Leveling Course	20	TON	70.00	1,400.00
4	2" Overlay	61,911	SF	0.73	45,195.03
5	2" Full Milling	61,911	SF	0.20	12,382.20
					Subtotal: 62,977.23

Glynhill Ct (40 East) (Continental Drive (620 South) to End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Manhole Raise to Grade	6	EA	460.00	2,760.00
2	Valve Box Raise to Grade	2	EA	255.00	510.00
3	Leveling Course	8	TON	70.00	560.00
4	2" Overlay	9,864	SF	0.73	7,200.72
					Subtotal: 11,030.72

Farmington Pond Road

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Manhole Raise to Grade		EA	0	0
2	Valve Box Raise to Grade		EA	0	0
3	Leveling Course	10	TON	70.00	700.00
4	2" Overlay	27,000	SF	0.73	19,710.00
					Subtotal: 20,410.00

Stoney Brook Circle (40 East) (600 North to End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Manhole Raise to Grade	3	EA	460.00	1,380.00
2	Valve Box Raise to Grade	1	EA	460.00	460.00
3	Leveling Course	20	TON	70.00	1,400.00
4	2" Overlay	23,310	SF	0.73	17,016.30
5	6' Wide Edge Milling	1300	LF	2.85	3,705.00
					Subtotal: 23,967.30

100 East (Continental Drive (550 South) to 700 South)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Manhole Raise to Grade	2	EA	715.00	1,430.00
2	Valve Box Raise to Grade	1	EA	460.00	460.00
3	3" Asphalt	22,230	SF	1.14	25,342.20
4	Full Depth Milling or Asphalt Removal	22,230	SF	0.43	9,558.90
5	Alternate: Remove 12" Existing Base and Native and Replace with 12" Base	22,230	SF	1.34	29,788.20
					Subtotal: 66,579.30

100 East (Main Street to Canyon Road)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Leveling Course	75	TON	70.00	5,250.00
2	Chip Seal w/ Fog Coat	225,396	SF	0.33	74,380.68
					Subtotal: 79,630.68

200 West (600 North (SR 106) to End)

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Leveling Course	25	TONS	70.00	1,750.00
2	Chip Seal w/ Fog Coat	30,060	SF	0.33	9,919.80
Subtotal:					11,669.80

Misc. Work Throughout City

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Leveling Course	450	TON	70.00	31,500.00
2	Deep Patch	50	TON	135.00	6,750.00
3	Crack Seal	15	TON	2,000.00	30,000.00
Subtotal:					68,250.00

Project Total: 404,666.79

For work listed above shown on the drawings, I/we agree to perform for the sum of the unit price amounts at:

four hundred four thousand six hundred sixty six dollars and seventy nine cents DOLLARS (\$ 404,666.79)
 (Words) (Numbers)

(In the case of discrepancy, written amount shall govern)

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

NOTES:

- Quantities are for bid purposes only and are based on engineering estimates. Farmington City reserves the right to increase or decrease work by up to 100% at the unit price stated. Portions of the work may be deleted in their entirety to accommodate the budget.
- The contractor is responsible to verify all material quantities prior to placement.
- The raising of the manhole and valves to grade is to be done within two weeks of when asphalt overlays are completed.
- All Chip and Seal work is to be completed by August 30, 2014

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that Chip and Seal work shall be completed by August 30, 2014 and all other Work will be substantially complete on or before September 30, 2014, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before October 15, 2014.

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

- A. Required Bid security in the form of a certified check, or bank money order, issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: Kilgore Contracting (SEAL)

State of Incorporation: Delaware

Type (General Business, Professional, Service, Limited Liability): LLC

By: [Signature]
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Russell A. Larsen

Title: V.P.
(CORPORATE SEAL)

Attest Ashleigh Mui

Date of Qualification to do business in Utah is 7/31/10.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____ (if available)

SUBMITTED on _____, 20____.

State Contractor License No. _____.

END OF SECTION

CITY COUNCIL AGENDA

For Council Meeting:
July 1, 2014

S U B J E C T: Advanced Paving to Construct the 650 West Road Widening Project

ACTION TO BE CONSIDERED:

Approve the contract and bid from Advanced Paving for the construction of the widening of 650 West in the amount of \$117,960 to be paid from the fund balance. Approve Public Works to do the excavation, export, and import the shoulder material to reduce the cost.

GENERAL INFORMATION:

See enclosed staff report prepared by Chad Boshell.

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



FARMINGTON CITY

City Council Staff Report

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

To: Honorable Mayor and City Council
From: Chad Boshell, City Engineer
Date: July 1, 2014
SUBJECT: **CONSIDER APPROVAL OF ADVANCED PAVING TO CONSTRUCT THE
650 WEST ROAD WIDENING PROJECT**

RECOMMENDATION

Approve the contract and bid from Advanced Paving for the construction of the widening of 650 west in the amount of \$117,960.00 to be paid from the fund balance. Approve Public Works to do the excavation, export, and import the shoulder material to reduce the cost.

BACKGROUND

The 650 West Road Project has been bid. The project includes installing curb and gutter on the east side to the end of the recently installed improvements, widening the asphalt to the proposed curb and gutter, and other improvements to achieve the work mentioned above. The project also includes striping the road to have one south bound lane, one north bound lane, and one turn lane. The curb will be painted red on both sides to prohibit street parking.

Staff is working with Sheldon Kilpack to obtain permission to move the trees that were planned to be installed in the park strip between the curb and sidewalk on the west side to approximately 25' back between the sidewalk and the schools parking lot curb. Pending the charter schools approval the City will then plant trees at its own expense in the park strip behind the City curb that could be removed at a future date if the road is widened. Attached is a drawing that shows these improvements and location of the trees. The trees will be located below an existing power line that the City plans on lowering when Rocky Mountain Power upgrades the power in this area.

It is proposed that Public Works Staff complete the following work on the project: roadway excavation, export, and shoulder import. The City could potentially save \$25,795.00 by doing the above mentioned work ourselves. City staff recommends awarding the remaining work of the project to Advanced Paving and having City Staff perform some of the work. Attached is the contract between the City and the Contractor to do the work.

SUPPLEMENTAL INFORMATION

1. Contract
2. Bid
3. Road and Tree Layout Drawing

Respectively Submitted



Chad Boshell
City Engineer

Reviewed and Concur



Dave Millheim
City Manager

AGREEMENT
and
NOTICE TO PROCEED

Contractor: Advanced Paving City: Farmington City

Project: 650 West Road Widening Project Date: 7-2-2014

The Contractor is hereby notified that their bid for the project has been accepted by the City subject to the following terms and conditions:

1. Contractor will complete all work in accordance with the project General Specifications and Contract Documents for the sum of \$117,960.00.
2. Contractor will commence work by 7-10-2014 and have work complete by August 15, 2014, subject to a \$ 500 per day penalty for each day thereafter.
3. In so far as the Contractor may legally do so, it shall hold the CITY, including it's elected officials, appointed officials, employees, agents and volunteers harmless from any liability, damages or claims that may arise in the course of the CONTRACTOR, its agents or employees performing any activities in connection with said project, or resulting through negligence of the same.
4. CITY will pay the CONTRACTOR the full amount for the work completed upon the satisfactory completion of the project.
5. CITY may eliminate any bid item and increase or decrease the quantity of any bid item. CITY plans to perform bid items itself and may do so without amending the contract. Bid quantities will change according to work completed by the CITY and CONTRACTOR.

This agreement and the incorporated documents herein, represent the entire contact. This contract may not be amended other than in writing, signed by both parties.

CITY: Farmington City CONTRACTOR: Advanced Paving

By: _____ By: _____
(Signature) (Signature)

Name: H. James Talbot Name: _____
(Print) (Print)

Title: Mayor Title: _____

Farmington City 650 West Road Widening Project
Request for Quotation

Please provide a quotation for the project described and specified below by filling in the Unit Cost, Amount, Total Quote Price and Other Information where indicated.

Quotes are due by 5:00 P.M. Thursday June 19, 2014.
Work Must be Completed By August 15, 2014

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
15" HDPE PIPE	90.00	LF	\$ 50.00	\$ 4,500.00
INLET BOX	1.00	EA	\$ 750.00	\$ 750.00
ROCK	42.00	TN	\$ 25.00	\$ 1,050.00
IMPORT	42.00	TN	\$ 15.00	\$ 630.00
REMOVE ASPHALT & DISPOSE OF ASPHALT	1575.00	SF	\$ 2.00	\$ 3,150.00
REMOVE & DISPOSE OF EXISTING CURB (Saw Cut included)	5.00	LF	\$ 20.00	\$ 100.00
TRAFFIC CONTROL	1.00	EA	\$ 2,000.00	\$ 2,000.00
2" PVC POWER CONDUIT W/ BURY TAPE w/ Bedding Sand	450.00	LF	\$ 8.00	\$ 3,600.00
LOWER EXISTING SEWER MANHOLE & INSTALL COLLAR	2.00	EA	\$ 300.00	\$ 600.00
6" ROADBASE UNDER CURB	750.00	LF	\$ 2.50	\$ 1,875.00
30" CURB	750.00	LF	\$ 18.00	\$ 13,500.00
5.5" OF 1/2" AC 10 APWA SPEC ASPHALT IN TWO LIFTS	13125.00	SF	\$ 2.10	\$ 27,562.50
16" ROADBASE	13125.00	SF	\$ 1.70	\$ 22,312.50
DIG OUT HALF ROADWAY	1215.00	CY	\$ 7.00	\$ 8,505.00
EXPORT DIG OUT TO CITY SITE WITHIN 1000' OF THE PROJECT	1215.00	CY	\$ 6.00	\$ 7,290.00
IMPORT TO FILL ROAD AND SHOULDER (Estimated)	500.00	TN	\$ 20.00	\$ 10,000.00
COMPACTION TESTING	1.00	LS	\$ 500.00	\$ 500.00
SAW CUT ROAD & DRIVEWAYS	830.00	LF	\$ 2.00	\$ 1,660.00
RE-LOCATE FIRE HYDRANT 5' FROM CURRENT LOCATION	2.00	EA	\$ 2,750.00	\$ 5,500.00
26' DRIVE APPROACHES	5.00	EA	\$ 575.00	\$ 2,875.00
Total				\$ 117,960.00

- All prices to include material and labor.
- Contractor shall have a preconstruction meeting with Farmington City prior to performing the work.
- Award will be made to the lowest responsible BIDDER.
- 650 West was just recently constructed, due to expected growth and an adjacent school the City wants to add curb and gutter and 17' of asphalt.

VENDOR: ADVANCED PAVING & CONSTRUCTION, LLC

Sales Person: Bartula
Signature

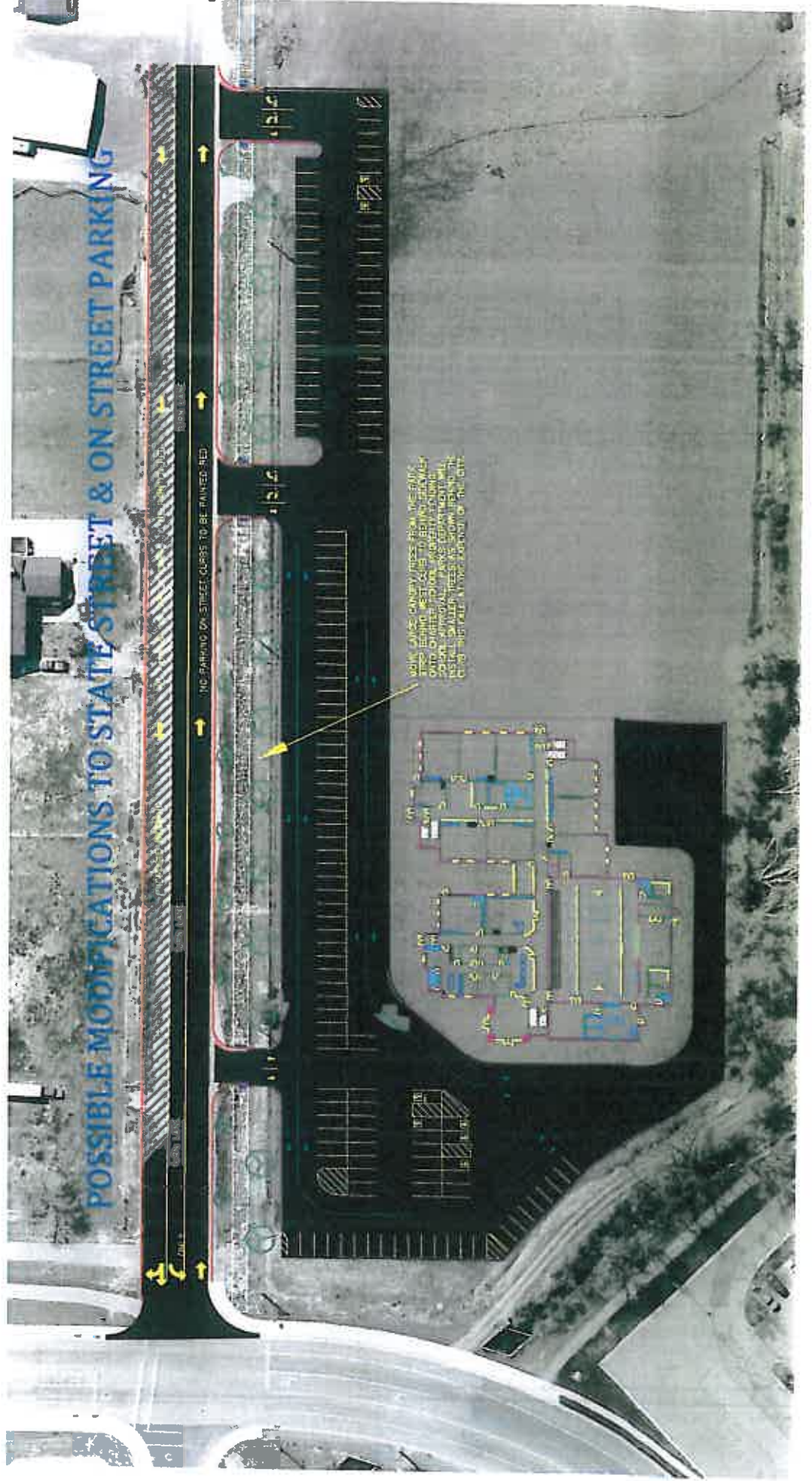
Phone Number: 801-731-7882

Email: bartula@advancedpaving.net

POSSIBLE MODIFICATIONS TO STATE STREET & ON STREET PARKING

NO PARKING ON STREET CURBS TO BE PAINTED RED

NOTE: CURBS ON RAMP FROM THE CITY
ROAD BEHIND WEST LANE TO BE PAINTED RED
ONTO EXISTING SIDEWALK. PROPERTY FRONT
SIDEWALK APPROXIMATELY 10' WIDE. DEPARTMENT WILL
BE RESPONSIBLE FOR REPAIRS TO SIDEWALK
DURING RAMP INSTALLATION. SEE PLAN FOR DETAILS.



CITY COUNCIL AGENDA

For Council Meeting:
July 1, 2014

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from May 13, 2014
2. Approval of Minutes from June 17, 2014

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

FARMINGTON SPECIAL CITY COUNCIL MEETING

May 13, 2014

Present: Mayor Jim Talbot, Council Members John Bilton, Brigham Mellor and Jim Young, City Manager Dave Millheim, Finance Director Keith Johnson, Development Director David Petersen, Associate Planner Eric Anderson, City Attorney Todd Godfrey and City Recorder Holly Gadd. Council Members Doug Anderson and Cory Ritz joined the meeting via telephone.

REGULAR SESSION

CALL TO ORDER:

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

Jim Young offered the invocation and Brigham Mellor led the Pledge of Allegiance.

Brentwood Estates Appeal

Mayor Talbot read the following statement: "Legal counsel has advised that the Council's consideration of an appeal of the Preliminary Plat was not appropriate. The Planning Commission's Preliminary Plat decision is not a final decision on the land use matter. Because the appeal has been terminated, the applicant may proceed to submit a Final Plat application which will be processed by the City."

John Bilton made a public apology to resident/Planning Commission Member Kris Kaufman. The information provided during the meeting on May 6, 2014 turned out to be very important for the City and as a result, the City Council recommended that:

- The applicant, Ivory Homes, prepare a final plat application for consideration before the Planning Commission;
- When the Planning Commission considers a final plat application, they should only rule on the application before them;
- Staff, in cooperation with the City Attorney, review City/State Codes in relation to the Council not acting as an appeal authority where such appeals may come into conflict with the Council's ultimate role as the land use authority for the City.

The City Council moved to the conference room for the remainder of the meeting.

WORK SESSION

Budget Related Items

Finance Director **Keith Johnson** presented detailed information regarding the following:

- Fund Balance Analysis – Revenues and Expenditures
- Capital Funds
- Enterprise Funds
- Debt Service
- RDA/MDA

ADJOURNMENT

Motion:

John Bilton made a motion to adjourn the meeting. The motion was seconded by **Jim Young** and unanimously approved.

Holly Gadd, City Recorder
Farmington City Corporation

FARMINGTON CITY COUNCIL MEETING

June 17, 2014

WORK SESSION

Present: Mayor Jim Talbot, Council Members Doug Anderson, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, Finance Director Keith Johnson, City Engineer Chad Boshell, Development Director David Petersen, Associate Planner Eric Anderson, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Member John Bilton was excused.

The Mayor and City Council visited the 650 West construction site and returned to City Hall at 6:45 p.m. There was a brief discussion of several agenda items.

REGULAR SESSION

CALL TO ORDER:

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

Doug Anderson offered the invocation and Jim Young led the Pledge of Allegiance.

Adjourned to Redevelopment Agency at 7:12 p.m.

Reconvened to City Council at 7:20 p.m.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:

Executive Summary for Planning Commission meeting held June 5, 2014

Eric Anderson reported that Items 4, 5, 6, 7, 8 and 9 were approved, and Items 3 and 10 were recommended for approval. There was discussion regarding the appeal process related to conditional uses, and David Petersen explained that in this case the Planning Commission is the land use authority, while the City Council is the appeal body. The City Attorney advised the Council to have the City Manager review the appeal.

Horrocks Engineers – Update on the Park Lane Reconstruction Project

City Engineer Chad Boshell reported that the Project is well underway although a gas line issue may cause a delay. Horrocks Engineers will provide weekly email updates, and complaints should be directed to Tiffany Carlson. They are aware of the Davis County Fair in August, and are making efforts to coordinate the timing of various jobs. Dave Millheim said staff is preparing several designs for the center of the roundabout which will be presented to the Council.

Street Lighting Project Review by Siemens Industry Inc.

Mark Cram informed the Council that all of the City's street lights (901) and UDOT lights on Park Lane, Clark Lane and Main Street/US 89 were upgraded. Labor is under warranty for 12 months, and materials are under warranty for 10 years. The savings to the City will be \$57,761 in the first year, and the City should contact Rocky Mountain Power to obtain a rate change.

PUBLIC HEARINGS:

Interfund Transfers from Utility Funds to General Fund

Keith Johnson said the State requires a notice to be sent to utility users and a public hearing when money is transferred from one fund to another. Because Farmington City has never charged the General Fund for utilities, the State Auditor said that is a transfer from the Utility Fund to the General Fund. No money is actually transferred, and there is no cost to residents—it is the value of the funds that is transferred—and in the future the City will avoid this process.

Public Hearing:

Mayor Talbot opened the Public Hearing at 7:45 p.m.

Karl Asay, 850 South 650 West, has received phone calls from some of his neighbors who are upset because they think that the City is subsidizing Station Park.

Carole Parker, 133 East 300 North, and **Keith Gold**, 118 Country Bend Road, said their questions were answered.

Lorenzo Semadeni, 247 East 600 South, asked if the pool and community center receive water from the City at no charge and stated that elderly people on fixed income may never use the pool but they are helping to pay for it. There ought to be an effort to have the user fees offset the cost of the water. **Dave Millheim** said the user fees for both facilities do not pay for the water, but they pay for everything else; however, the purpose of this public hearing is to decide if it is appropriate to have the General Fund pay for the water. The policy question, "should the General Fund subsidize the recreation programs", can be addressed at another time.

Mayor Talbot closed the Public Hearing at 8:00 p.m.

Motion:

Jim Young made a motion to approve the interfund transfer from the Utility Fund to the General Fund for water and sewer services to City buildings and restrooms. **Doug Anderson** seconded the motion which was unanimously approved.

Motion:

Doug Anderson made a motion to change the order of the agenda and consider the Conservation, Recreation, Wildlife and Waterfowl Refuge and Park Ordinance next. **Brigham Mellor** seconded the motion which was unanimously approved.

Conservation, Recreation, Wildlife & Waterfowl Refuge and Park Ordinance

David Petersen explained that the Ordinance includes 450 acres in west Farmington near Buffalo Ranch, Meadow View, Hunter's Creek, and Farmington Ranches Phase 6. Attorney **Jeff Appel** prepared the land use document, and each easement has its own management plan. **Dave Millheim** said UDOT discounted the easements when planning for the WDC, and the Ordinance documents what was always intended by the City.

Public Hearing:

Mayor Talbot opened the Public Hearing at 8:08 p.m.

Natalie Larsen, 2182 Prairie View Drive, lives close to the Buffalo Ranches Trail and thanked staff and City Council for their efforts. She and her family purchased their lot because they love trails and want to protect the area. She asked if ATV use is allowed in the area, and the City Manager said no motorized vehicles are allowed on the trails. He asked her to take pictures if possible and to call the Police Department to report ATV riders.

Russell Fisher, 2131 Chapman Lane, thanked the City for their response to UDOT and for their efforts to protect this land. They moved from England and chose Farmington because of its unique attributes. Staff answered many of his questions

Jennifer Diehl, 471 Old Fort Road, said they were attracted to the outdoorsy charm of Farmington and its proximity to Salt Lake City. USA Today recently placed Farmington Bay at the top of Utah's list of best wildlife viewing places. The proposed WDC is a poorly considered project that reeks of special interests and threatens to destroy the City's charm. She thanked City leaders and asked them to continue fighting to keep Farmington the best place to live.

Todd Jenson, 468 Comanche Road, thanked Farmington City for creating a master plan which has been on the books for decades. This Ordinance reinforces the master plan—it is a wise use of land and accounts for growth and development. Money spent to protect these areas is wise use of taxpayer dollars.

Carolee Parker, 133 East 300 North, asked if the City has a unified management plan for these easements and said the area would benefit from targeting noxious weeds and phragmites and focusing on threatened, endangered and sensitive species. **Dave Millheim** said the easements are contiguous and this step begins the unified process.

Matthew Gore, 2068 Silver Spur Way, is on the Farmington Ranches HOA Board and appreciates the City's efforts. He asked about future impacts on the conservation subdivisions in west Farmington. **Dave Millheim** said there is no question that if WDC comes through the area it will affect the conservation subdivisions—the question is, how much. The City believes that UDOT is required to miss them because they are protected.

John Shurtliff, 891 Country Lane, agreed with his neighbors and expressed gratitude to the staff, the **Mayor**, and the City Council.

Mayor Talbot closed the Public Hearing at 8:30 p.m.

Doug Anderson said he was standing on Glover Lane looking west at an incredible sunset recently and felt sick at the thought of another highway in the area. **Brigham Mellor** said his wife found their home near Eagle Bay Elementary which is an incredible place, and it is tragic to think that it may be interrupted by a freeway. Both Council Members agreed that the City's money has been well spent.

Motion:

Doug Anderson made a motion to approve the Ordinance to designate the Farmington City Conservation, Recreation, Wildlife and Waterfowl Refuge and Park and to provide for the continued management thereof. **Cory Ritz** seconded the motion which was unanimously approved.

There was a 10-minute recess.

Motion:

Brigham Mellor made a motion to change the agenda and review the Summary Action List and the Bell Estates item prior to the Budget hearing. **Doug Anderson** seconded the motion which was unanimously approved.

SUMMARY ACTION

Summary Action List

1. Approval of Minutes from May 20, 2014
2. Approval of Minutes from June 3, 2014
3. Subdivision Ordinance text amendment regarding flag lots
4. Resolution regarding Utah Retirement Systems "pick up" of Member Contributions for Eligible Employees
5. Ratification of approvals of Storm Water Bond Log
6. Approval of Tillie's Corner Subdivision (waiver of open space, street dedication, and right-of-way payment)

Motion:

Jim Young made a motion to approve the six items on the Summary Action List. **Brigham Mellor** seconded the motion which was unanimously approved.

Schematic Plan for the Bell Estates First Amended Conservation Subdivision

Eric Anderson said this Plan is for two lots, and there is a 55' public ROW across the north side of the property which was intended for a road to the west. However, the Davis School District owns the property to the west and sent a letter stating their plan to move the

school site to the northwest corner so this ROW will no longer be needed. The applicant is requesting that the right-of-way be vacated.

Jerry Preston, 347 East 100 North, said the right-of-way is owned by the lot owner. The two lots are in the AE zone and are larger than other lots in the area. The amount of the just compensation will be determined by the City Manager.

Public Hearing:

The Public Hearing was opened at 9:25 p.m. No comments were made and it was closed.

Motion:

Jim Young made a motion to approve the Schematic Plan for the Bell Estates First Amended Conservation Subdivision and waive the open space requirement in exchange for just compensation, subject to all applicable Farmington City ordinances and development standards and the conditions and findings listed in the staff report. **Doug Anderson** seconded the motion which was unanimously approved.

Resolution amending the Budget for Fiscal Year ending June 30, 2014 and adopting the Annual Budget for Fiscal Year ending June 30, 2015

Keith Johnson said the City is in good financial condition, and the proposed certified tax rate is .002127. Highlights for the 2014 budget include a sales tax revenue increase of 18-20% and a transfer of \$240,000 from the General Fund to the Capital Street Fund for the improvements along 650 West. In 2015 the General Fund balance is projected at \$780,000 and fund balances will decrease by \$350,000 as transfers to capital projects continue. Additional highlights for both years were included in the staff report.

Public Hearing:

The Public Hearing was opened at 9:25 p.m. No comments were made and it was closed.

Motion:

Cory Ritz made a motion to adopt the Resolution amending the Budget for Fiscal Year ending June 30, 2014, adopting the Budget for Fiscal Year ending June 30, 2015, adopting a compensation schedule for City officials and employees, and adopting a proposed tax levy of .002127 for Fiscal Year ending June 30, 2014. **Brigham Mellor** seconded the motion which was unanimously approved.

PRESENTATION OF PETITIONS AND REQUESTS:

Final Plat for Phase 1 of the Station Avenues Subdivision *(This item was cancelled)*

GOVERNING BODY REPORTS:

City Manager – Dave Millheim

- The May Building Activity Report and Police Reports were in the staff report.
- The suggested modifications to 650 West will be on the next agenda.
- State Senator **Stuart Adams** would like to meet with various State Legislators and the Mayor and City Council, and the City Manager asked for input regarding discussion topics.
- Resident **Amy Shumway** is continuing her efforts on the overpass. It will not happen through the normal process, and it is vital to have legislative support.
- Code enforcement is difficult and is handled on a complaint basis. The City has been aggressive with a resident in the Rose Cove area who has paid several fines.
- Benchland, Weber Basin, the City Attorney and residents met to discuss the access issue on the upper end of Woodland Drive. Resident **Doug Allen** has contended for years that it is private, but the City argued that it is a public road. A compromise was reached, and **Mr. Allen** agreed to remove his barricades in the next 72 hours, and the City agreed to maintain and protect the access with **Mr. Allen** agreeing the road is a public road..
- Several police departments in the area offer a 13-week mini police academy every Thursday night and are encouraging elected officials to take the class. The next session begins in July.
- South Davis Recovery Center requested a donation which staff declined. The Council agreed with the decision.
- He receives 12-20 requests annually from residents who do not want curbside recycling. He always grants fixed income or financial hardship cases but denies those who simply dislike it and the council agreed with those guidelines.

Mayor – Jim Talbot

- **Jim Young** and **Cory Ritz** will attend the Town Hall Meeting on Wed. at 8:00 p.m.
- He suggested that the Council tour various City sites on the off Tuesday nights (when no regular meetings are scheduled) and the issue or project needs more understanding.
- A Shared Solution meeting will be held Wed. from 12:30 to 4:30 p.m. at West Point City Hall regarding West Davis Corridor.
- The City has not received an answer from the DSD superintendant regarding the gym.

- Attorney **Jeff Appel**'s bill for May (with a 20% discount) was \$30,000, and the **Mayor** suggested that a moratorium be placed on the WDC issue. **Brigham Mellor** said he is not qualified to determine if the attorney is needed at this point but he suggested transparency rather than a moratorium. **Doug Anderson** agreed and said a price cannot be placed on saving Farmington. **Cory Ritz** said it was valuable to have the attorney at the two UDOT meetings and suggested that **Mr. Appel** and the City Manager watch for issues on the horizon. **Dave Millheim** said total transparency does not work because no one can foresee what needs to be done, and he will ask **Mr. Appel** not to do any further work without contacting the City. **Jim Young** said the City will be pushing the "pause" button.
- Their trip to Minnesota to learn about ladder trucks was beneficial, and the Fire Chief is preparing a presentation regarding the truck. The Mayor was impressed with the truck but the \$1.4 million cost is a major concern.
- He asked each Council Member to ride on the float during the Festival Days Parade, to participate in all of Saturday's activities, and to choose other events to attend.
- The City does not want to make it a practice to donate to various causes.
- A future tenant for Station Park caused some residences to ask if Farmington has a decency ordinance, and **Mayor Talbot** agreed to meet with the tenant regarding advertising.

City Council

Doug Anderson:

- He was running on the old pipeline road near the D&RG Trail and saw several cars fishtail when they hit the bumps. He suggested grading the area or lowering the speed limit.

Brigham Mellor:

- He suggested that the City reserve a booth during Festival Days to educate residents regarding the upcoming bond and RAP tax election.

Cory Ritz:

- The restrooms at Forbush Park were locked prior to 9 p.m. when the park was still being used.
- The City needs to be aware of the road issues that will be forthcoming with all of the new facilities in west Farmington.
- There is illegal ATV use on all of the conservation land, and he asked for increased police presence and a notice in the newsletter.

Jim Young:

- He asked when the well water analysis would be completed, and was told that the issue may be on the next agenda.
- He asked about the lawsuit with THC and was told that progress is being made on the development agreement, and when it is finalized Cityleaders will meet with THC.
- He asked if the wall/gate in the Grove (near the Lagoon Trail) is satisfactory, and **Dave Millheim** said the City has a key to the gate and parking is allowed.

ADJOURNMENT

Motion:

Brigham Mellor made a motion to adjourn the meeting. **Cory Ritz** seconded the motion which was unanimously approved, and the meeting was adjourned at 10:30 p.m.

Holly Gadd, City Recorder
Farmington City Corporation

CITY COUNCIL AGENDA

For Council Meeting:
July 1, 2014

SUBJECT: City Manager Report

1. Fire Monthly Activity Report for May

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



Farmington City Fire Department



Monthly Activity Report

May 2014



Emergency Services

Fire / Rescue Related Calls: 24
All Fires, Rescues, Haz-Mats, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Support, etc...

Ambulance Related Calls: 61 / Transported 34 (56%)
Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, etc...

Calls Missed / Unable to adequately staff: 5

Urgent EMS Related Response Times (AVG): 4.6 Minutes GOAL 4 minutes or less (+.6min.)

Urgent Fire Related Response Times (AVG): 7.8 Minutes GOAL 4 minutes or less (+ 3.8min.)

PT Department Man-Hours (based on the following 42-day pay periods May 2nd, May 16th and May 30th)

Part-Time Shift Staffing:	2,077	Budgeted 2,016	Variance +61
Part-Time Secretary:	60	Budgeted 60	Variance - 0
Part-Time Fire Marshal:	60	Budgeted 60	Variance - 0
Full-Time Captains:	N/A	48/96 Hour Schedule	Variances / Overtime 28
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	315		
Emergency Callbacks:	312	FIRE 74.5 Hrs / EMS 237.5 Hrs	
Special Event Hours:	11		(YTD:) 166.5
Total PT Staffing Hours:	2,835		(YTD:) 9,998

Monthly Revenues & Grant Activity YTD

Ambulance:	Prev. Month	Calendar Year	FY 2014
Ambulance Services Billed (previous month):	\$ 34,723.89	\$153,663.89 YTD	\$409,697.76
Ambulance Billing Collected (previous month):	\$ 21,786.57	\$94,091.28 YTD	\$251,892.83
Variances:	-\$12,937.32	-\$59,572.61 YTD	-\$157,804.93

Grants / Assistance / Donations:

Grants Applied For:

DNR / Additional Fuel Mitigation Funding \$20,000 \$126,500 YTD

Grants / Funds Received / Awarded:

DNR / Fuel Mitigation Funding \$20,000 \$24,700 YTD

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

Drill # 1– Officers Monthly Meeting & Training: 21
Drill #2– FIRE – Rope Rescue / Canyon Rescue Practical 84 Avg. Wednesday Night Drill Att.
Drill #3– FIRE – Water Supply / Shuttle Evolutions 84 by FFD Personnel This Month: 16
Drill #4– EMS – HIPPA/Legal Considerations (McKay Dee) 22

Other:

Live Fire Training / UFRA Prop 60
Ambulance Operations Instructor (USC) x 3 18
Haz-Mat Response / Water Ways x 2 8

Total Training / Actual Attended: 297 1,661 YTD

Fire Prevention & Inspection Activities

Business Inspections: 13
Fire Plan Reviews & Related: 8
Station Tours & Public Ed Sessions: 14

Health, Wellness & Safety Activities

Reportable Injuries: 1 1 YTD
Physical Fitness / Gym Membership Participation % 100%
Chaplaincy Events: 1

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals: 1 4 YTD

Active FFD Committees: Emergency Medical Services (EMS), Apparatus & Equipment, Fire Apparatus & Equipment, Rescue – Heavy Rescue, Water, Rope & Related Equipment, Wildland Apparatus & Equipment, Health, Wellness & Safety, Charity / Fund Raiser, Fire Prevention & Pub-Ed, Haz-Mat, Building and Facilities.

Additional Narrative:

Call volumes (and call-types) followed typical seasonal trends with delivery of emergency services (emergency response times) improving compared to last year's statistics. Emergent EMS response times averaged 4.6 minutes and Emergent FIRE response times averaged 7.8 minutes. Five calls resulted in no-staffing or short-staffing of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to availability). Ambulance transport percentages came in at a typical 56%. Collections of revenues continue with little predictability due to collection & mandated billing variables. FFD exceeded typical training hours based on heavy emphasis on live training opportunities. Regular shift hours came in higher than normal due to vacation coverage for full-time shift Captains. This month's training focused on Leadership Development, Live Fire Evolutions, Rope Rescue Operations, Water Shuttle / Wildland Operations, Haz-Mat Mitigation and Ambulance Driver Instructor Training for all Shift Captains (now state requirement). EMS training covered HIPPA / legal

review. FFD presented past senior members with service awards and recognition for service provided the community. We are in the process of preparing a trip to Minnesota with the City Manager and Mayor for a visit to a Ladder Truck manufacturer in the first week of June in addition to preparing for our fuel mitigation project which will significantly reduce our fuelloads at the base of Farmington Canyon and along the south side of the fire break road. We are also hosting the Utah Valley University - Command Training Center (CTC) in June. This training will target fire service leadership personnel throughout the county and will provide our company officers various levels of incident management opportunities. Our senior firefighters will also have a chance to complete Phase 1 of this curriculum as part of our ongoing leadership development culture. Funding for this instruction and training was acquired through grants made available through the Utah Fire Rescue Academy (UFRA). At this time every fire department within Davis County has signed up to benefit from this high-tech training opportunity (except Kaysville Fire Department).

Please feel free to contact myself at your convenience with questions, comments or concerns:
Cell (801) 643-4142 or email gsmith@farmington.utah.gov

Respectfully,

Guido Smith
Fire Chief



Proud Protectors of Your Life and Property – Since 1907

CITY COUNCIL AGENDA

For Council Meeting:
July 1, 2014

SUBJECT: Mayor Talbot & City Council Reports

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