



## CITY COUNCIL MEETING NOTICE AND AGENDA

160 SOUTH MAIN  
FARMINGTON, UT 84025  
[FARMINGTON.UTAH.GOV](http://FARMINGTON.UTAH.GOV)

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, April 21, 2026** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 6:00 pm in Conference Room 3 followed by the regular session at 7:00 pm in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website [www.farmington.utah.gov](http://www.farmington.utah.gov). If you wish to email a comment for any of the listed public hearings, you may do so to [dcarlile@farmington.utah.gov](mailto:dcarlile@farmington.utah.gov)

### **WORK SESSION - 6:00 p.m.**

- Discussion with Youth City Council regarding use of Instagram
- Burke Lane Condominium discussion
- Historic barn discussion
- Discussion of regular session items upon request
- Councilmember comments

### **REGULAR SESSION - 7:00 p.m.**

#### **CALL TO ORDER:**

- Invocation - Brett Anderson, Mayor
- Pledge of Allegiance - Kristen Sherlock, Councilmember

#### **PRESENTATIONS:**

- Musical Number by Sadie Farnsworth

#### **BUSINESS:**

- Consider approval of Forge Industrial, LLC. to construct the Farmington Compton waterline replacement project bid [Page 5](#)
- Consider approval of Asphalt Construction and Excavating to construct the sidewalk improvements project. [Page 35](#)

#### **SUMMARY ACTION: [Page 73](#)**

1. Approval of Minutes 04.07.26 [Page 74](#)
2. Seasonal Ban and Outdoor Burning Ordinance [Page 85](#)
3. Franchise Agreement with Qwest Corporation (dba Centurylink QC) [Page 94](#)
4. Surplus Property [Page 117](#)
5. Monthly Financial Report [Page 118](#)

#### **GOVERNING BODY REPORTS:**

- City Manager Report
- Mayor Anderson & City Council Reports

#### **ADJOURN**

**CLOSED SESSION** - Minute motion adjourning to closed session, see Utah Code §52-4-205. The Council may conduct the closed meeting during the work session in the interest of efficiency.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability, please contact DeAnn Carlile, City recorder at 801-939-9206 at least 24 hours in advance of the meeting.

*I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website [www.farmington.utah.gov](http://www.farmington.utah.gov) and the Utah Public Notice website at [www.utah.gov/pmn](http://www.utah.gov/pmn).  
DeAnn Carlile Posted on April 16, 2026*

# CITY COUNCIL AGENDA



## PRESENTATION

AGENDA TITLE: Musical Number by Sadie Farnsworth

MEETING DATE: April 21, 2026

## Sadie Farnsworth



Sadie has many artistic accolades, including many with her Farmington High School Choir, Battle of the Bands, and this March represented Farmington High School with her solo at the Utah State Solo and Ensemble competition. Last year, Sadie auditioned for American idol via zoom in October. After making it through all the zoom rounds she was invited to go to Nashville and audition for the celebrity judges. Out of the thousands of people who auditioned through zoom only about 150 get invited to audition in front of the celebrity judges. Sadie enjoyed singing for Lionel Richie, Carrie Underwood and Luke Bryan. Even though Sadie was not chosen to continue in the competition she did receive great feedback from the judges that included a “YES” from Luke and an “encouraging no” from Carrie. If you want to listen to more of Sadie sing you can follow her Instagram @sadie\_sings77

# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Consider approval of Forge Industrial, LLC to construct the Farmington Compton waterline replacement project bid

PRESENTED BY: Russell Coons, Project Engineer

MEETING DATE: April 21, 2026

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: April 21, 2026

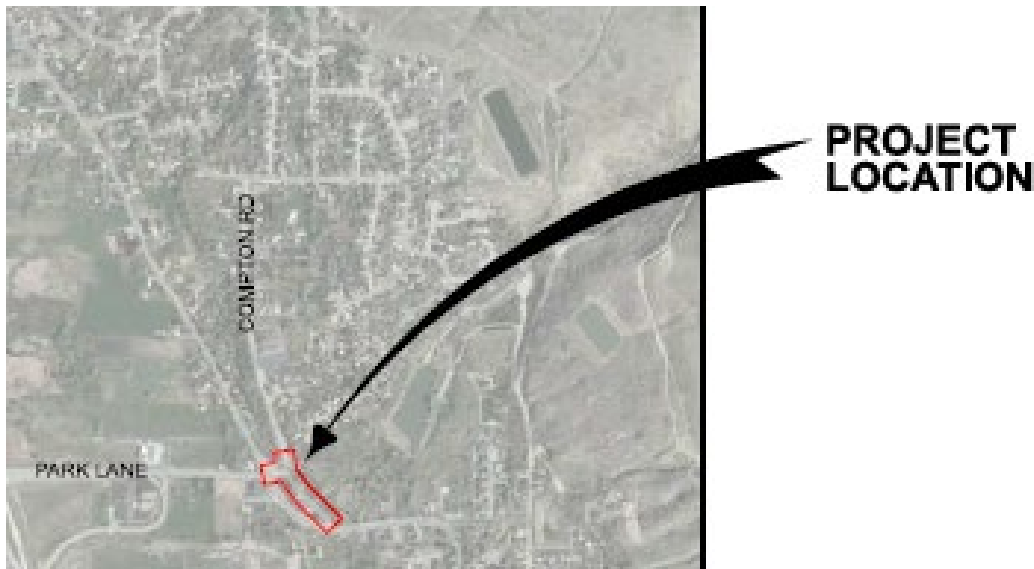
SUBJECT: **CONSIDER APPROVAL OF FORGE INDUSTRIAL, LLC. TO CONSTRUCT THE FARMINGTON COMPTON WATERLINE REPLACEMENT PROJECT BID**

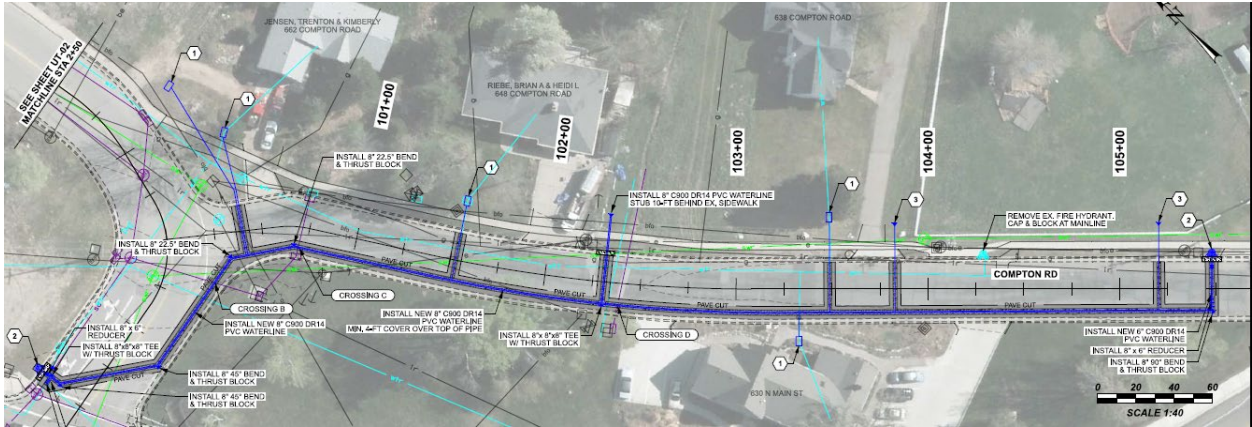
**RECOMMENDATION**

Approve the contract and bid from Forge Industrial, LLC. for the construction of waterline replacement improvements in the amount of \$166,679.88 to be paid from various street and water maintenance funds.

**BACKGROUND**

The City received 10 bids for the Compton Waterline Replacement Project ranging from \$166,679.88 to \$436,379.00 and will begin construction in May. The project includes replacing an aged and undersized waterline as shown below:





City staff recommends awarding Forge Industrial the project. Attached is the contract between the City and the Contractor to do the work.

**SUPPLEMENTAL INFORMATION**

1. Contract

Respectively Submitted

Reviewed and Concur

Chad Boshell, P.E.  
Assistant City Manager

Brigham Mellor  
City Manager

Reviewed and Concur

Paul Roberts  
City Attorney

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

THIS AGREEMENT is by and between Farmington City Corporation (“Owner”) and  
Forge Industrial, LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

- A. chip seal with fog coat, placing leveling course, deep patching, milling, thin lifts, and raising and lowering manholes and valves to grade.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Compton Waterline Replacement (phase 1)

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by ESI Engineering

3.02 The Owner has retained Chad Boshell, (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Contract Times: Days

- A. The Work shall be substantially completed and billed by June 22, 2026. Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by June 22, 2026.

#### 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in the amount of \$ 166,679.88

- A. Contractor's Bid is attached hereto as an exhibit.

#### ARTICLE 6 – PAYMENT PROCEDURES

##### 6.01 Submittal and Processing of Payments

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

##### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
  - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 Final Payment

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

#### ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 5 percent per annum.

#### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. Contractor is licensed in the State of Utah to do the work contained in the scope of this Agreement, and the Contractor's license is in good standing.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement.
  - 2. Performance bond.
  - 3. Payment bond
  - 4. Other bonds.
    - a. NA

#### NOTE(S) TO USER:

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

5. General Conditions.
6. Supplementary Conditions.
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 12 sheet(s) with each sheet bearing the following general title: Compton Waterline Replacement (Phase 1) **[or]** the Drawings listed on the attached sheet index.
9. Addenda (numbers 1 to 1, inclusive).
10. Exhibits to this Agreement :
  - a. Contractor's Bid.
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

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

### 10.02 Assignment of Contract

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

release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 Successors and Assigns

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

#### 10.04 Severability

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

#### 1.05 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.

1.06 Other Provisions

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

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

OWNER:

Farmington City

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*(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.)*

## **ADDENDUM #1**

**PROJECT:** Compton Waterline  
Replacement Phase 1

**DATE:** March 24, 2026

**OWNER:** Farmington City  
720 West 100 North  
Farmington, Utah 84025

**BID DATE:** March 26, 2026

**ENGINEER:** City

**BID TIME:** 2:00 PM

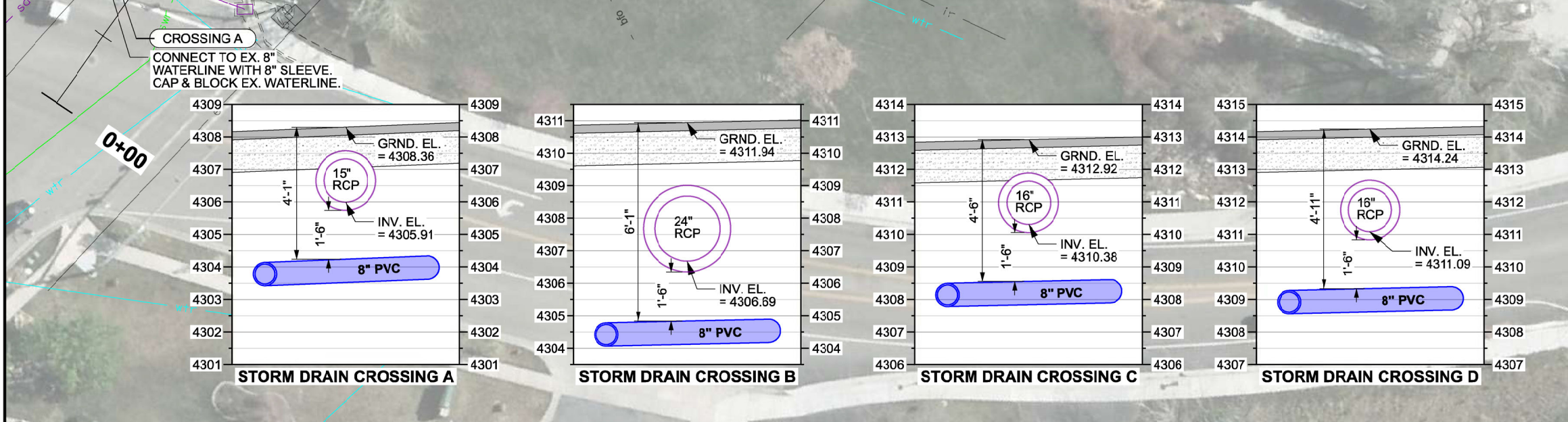
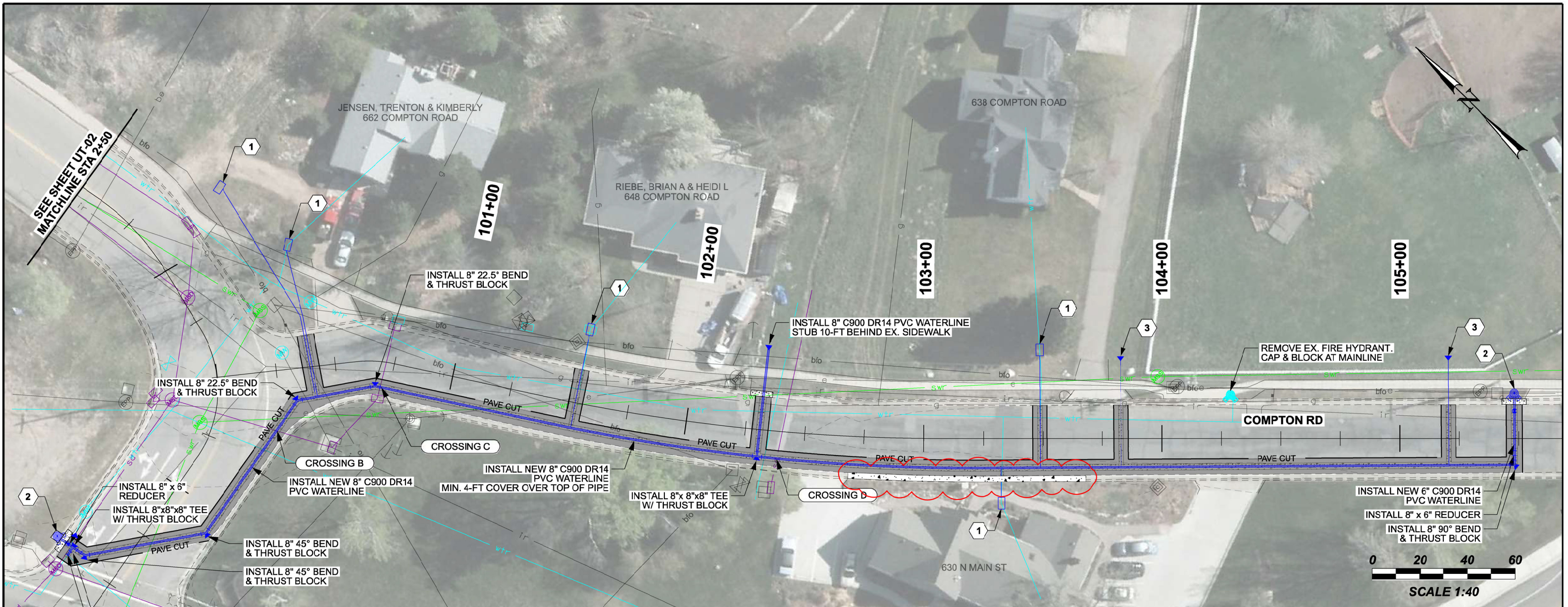
This Addendum shall be considered part of the Contract Documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original Contract Documents, the Addendum shall govern and take precedence.

- Item 1.1      On sheet 4 of the project drawings, showed the additional area for the added 100 lineal feet of curb and gutter.
  
- Item 1.2      On page 19 in the contract documents under Article 5- Basis of bid changed item 24 to include an additional 100 lineal feet of curb and gutter.

ARTICLE 5 – BASIS OF BID

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

Item	Description	Total Amount	Units	Unit Price	Total
1	Mobilization	1	LS		
2	Traffic Control	1	LS		
3	Public Notice of Construction to Residents	1	LS		
4	Sawcut & remove asphalt for waterline trenching and in preparation of new T-patch (approx. 600 SY)	1	LS		
5	Disconnect existing waterline. Furnish and install cap or plug	2	EA		
6	Remove and haul away abandoned waterline as needed.	1	LS		
7	Remove existing hydrant in its entirety. Cap & block existing main.	1	EA		
8	Remove existing meter and dispose of in a safe and legal manner	5	EA		
9	Furnish & Install 8" C900 DR14 waterline w/ tracer wire, including trench excavation, bedding, and backfill per Farmington City culinary water trench section detail	650	LF		
10	Furnish & Install 6" PVC C900 DR14 w/ tracer wire, including trench excavation, bedding, and backfill per Farmington City culinary water trench section detail	60	LF		
11	Furnish and install new fire hydrant assembly complete per Farmington City standard detail	3	EA		
12	Install new water service connection, complete, per Farmington City standard detail	5	EA		
13	Install new 3/4" polyethylene lateral w/ tracer wire, including trench excavation, bedding, and backfill per Farmington City culinary water trench section detail	260	LF		
14	Install new 1" polyethylene lateral w/ tracer wire, including trench excavation, bedding, and backfill per Farmington City culinary water trench section detail	95	LF		
15	Connect new 1" poly lateral from new 8" PVC mainline. Stub 10-ft behind existing sidewalk for future use by others. Cap & block	2	EA		
16	Furnish & install untreated base course, compacted to 95% modified proctor	160	TN		
17	Furnish & install new HMA (PG-58-28, DM 1/2", 50 Blow, 15% max RAP) for T-patch (Existing asphalt thickness +1" thick, approx. 600 SY)	170	TN		
18	Furnish and install 8"x8"x8" Tee with thrust block	1	EA		
19	Furnish and install 8" 45° elbow with thrust block	3	EA		
20	Furnish and install 8" 22.5° elbow with thrust block	1	EA		
21	Furnish and install 8" 90° elbow with thrust block	2	EA		
22	Furnish & install 8" x 6" reducer	2	EA		
23	Pressure test waterline	1	LS		
24	Remove and replace concrete curb and gutter	140	LF		
25	Remove and replace concrete sidewalk as needed. Add and recompact base material as required	50	SF		
26	Restore landscaping & repair sprinklers as necessary	1	LS		
<b>Subtotal (Items 1-26)</b>					



### LEGEND & NOTES

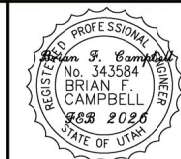
- REMOVE EX. METER; INSTALL NEW WATER SERVICE CONNECTION, COMPLETE PER FARMINGTON CITY STANDARD DETAIL. CONNECT NEW 3/4" POLY LATERAL TO NEW SETTER & 8" PVC MAINLINE; CONNECT EXISTING HOME SERVICE LINE TO NEW SETTER.
- INSTALL NEW FIRE HYDRANT ASSEMBLY COMPLETE PER FARMINGTON CITY STANDARDS, INCLUDING HYDRANT, 6" GATE VALVE W/ CONCRETE COLLAR & VALVE BOX, 90° BEND W/ THRUST BLOCK, AND 4'x4' CONCRETE PAD.
- INSTALL & CONNECT NEW 1" POLY LATERAL FROM NEW 8" PVC MAINLINE. STUB 10-FT BEHIND EXISTING SIDEWALK FOR FUTURE USE BY OTHERS.
- REFER TO FARMINGTON CITY STANDARD DETAILS FOR TYPICAL STANDARD DETAILS.
- MAINTAIN 10-FT FROM EXISTING SANITARY SEWER WITH NEW WATERLINE.
- UTILITIES SHOWN ARE FOR GENERAL REFERENCE ONLY, NOTIFY ENGINEER OF ANY UNKNOWN OR DIFFERENT CONDITIONS.

ASPHALT PATCH EX. HMA THICKNESS +1"	REMOVE & REPLACE CONCRETE
TRENCH SECTION EX. HMA THICKNESS +1" 12" ROADBASE	

REVISION	DATE	BY	DESCRIPTION	DESIGN: MDF
				DRAWN: MDF
				CHECKED: BFC
				DATE: 2-3-26

WATERLINE PLAN VIEW

FARMINGTON CITY  
COMPTON WATERLINE  
REPLACEMENT (PHASE I)



**ESI ENGINEERING**  
CIVIL - STRUCTURAL - LAND SURVEY  
4141 WEST 2100 SOUTH, SUITE 100  
WEST VALLEY CITY, UTAH 84120  
TEL: (801) 263-1752

SHEET NO.	4
SHEET TYP.	UT-01
PROJ. NO.	25-094

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Farmington City Public Works Department; 720 West 100 North, Farmington, UT, 84025

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>N/A</u>	<u>N/A</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

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

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

and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

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

#### 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 any thing 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):

Item	Description	Total Amount	Units	Unit Price	Total
1	Mobilization	1	LS	24,550.50	24,550.50
2	Traffic Control	1	LS	1.00	1.00
3	Public Notice of Construction to Residents	1	LS	1.00	1.00
4	Sawcut & remove asphalt for waterline trenching and in preparation of new T-patch (approx. 600 SY)	1	LS	10,135.25	10,135.25
5	Disconnect existing waterline. Furnish and install cap or plug	2	EA	.50 <del>1.00</del>	1.00
6	Remove and haul away abandoned waterline as needed.	1	LS	1.00	1.00
7	Remove existing hydrant in its entirety. Cap & block existing main.	1	EA	1.00	1.00
8	Remove existing meter and dispose of in a safe and legal manner	5	EA	.2	1.00
9	Furnish & Install 8" C900 DR14 waterline w/ tracer wire, including trench excavation, bedding, and backfill per Farmington City culinary water trench section detail	650	LF	51.22	33,293
10	Furnish & Install 6" PVC C900 DR14 w/ tracer wire, including trench excavation, bedding, and backfill per Farmington City culinary water trench section detail	60	LF	60.74	3,644.40
11	Furnish and install new fire hydrant assembly complete per Farmington City standard detail	3	EA	4,000	12,000
12	Install new water service connection, complete, per Farmington City standard detail	5	EA	3,656.34	18,281.70
13	Install new 3/4" polyethylene lateral w/ tracer wire, including trench excavation, bedding, and backfill per Farmington City culinary water trench section detail	260	LF	26.15	6,799
14	Install new 1" polyethylene lateral w/ tracer wire, including trench excavation, bedding, and backfill per Farmington City culinary water trench section detail	95	LF	48.29	4,587.55 <del>4,687.76</del>
15	Connect new 1" poly lateral from new 8" PVC mainline. Stub 10-ft behind existing sidewalk for future use by others. Cap & block	2	EA	1,710.09	3,420.18
16	Furnish & install untreated base course, compacted to 95% modified proctor	160	TN	71.44	11,430.40 <del>11,430.40</del>
17	Furnish & install new HMA (PG-58-28, DM 1/2", 50 Blow, 15% max RAP) for T-patch (Existing asphalt thickness +1" thick, approx. 600 SY)	170	TN	165.62	28,155.40
18	Furnish and install 8"x8"x8" Tee with thrust block	1	EA	1.00	1.00
19	Furnish and install 8" 45° elbow with thrust block	3	EA	.33	1.00
20	Furnish and install 8" 22.5° elbow with thrust block	1	EA	1.00	1.00
21	Furnish and install 8" 90° elbow with thrust block	2	EA	.50	1.00
22	Furnish & install 8" x 6" reducer	2	EA	.50	1.00
23	Pressure test waterline	1	LS	1,000	1,000
24	Remove and replace concrete curb and gutter	140	LF	55.50	7,770
25	Remove and replace concrete sidewalk as needed. Add and recompact base material as required	50	SF	32.01	1,600.50
26	Restore landscaping & repair sprinklers as necessary	1	LS	1.00	1.00
<b>Subtotal (Items 1-26)</b>					<b>166,679.88</b>

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

#### ARTICLE 6 – TIME OF COMPLETION

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

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. 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;
  - C. Contractor's License No.: 14264260 - 5501

#### ARTICLE 8 – DEFINED TERMS


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

ARTICLE 9 – BID SUBMITTAL

BIDDER: Forge Industrial LLC  
[Indicate correct name of bidding entity]

By:   
[Signature]

[Printed name] Josh Johnson  
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:   
[Signature]

Justin Dygert  
[Printed name]

Title: owner

Submittal Date: 3/26/26

Address for giving notices:  
4431 W 6075 S  
Hooper, VT 84315

Telephone Number: 801-309-4253

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: Forge - Justin Dygert  
justin@forgeindustrial.co

Bidder's License No.: 14264260 - 5501  
(where applicable)

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Forge Industrial LLC  
4431 W 6075 S  
Hooper, UT 84315

**SURETY (Name, and Address of Principal Place of Business):**

Merchants National Indemnity Company  
P.O. Box 14498  
Des Moines, IA 50306-3498

**OWNER (Name and Address):**

Farmington City  
720 West 100 North  
Farmington, UT 84025

**BID**

Bid Due Date: 3/26/2026

Description (Project Name— Include Location):

Compton Waterline Replacement (Phase 1)

**BOND**

Bond Number: 20871

Date: 3/26/2026

Penal sum Five Percent (5%) of Total Amount Bid § 5%  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Forge Industrial LLC (Seal)  
Bidder's Name and Corporate Seal

By:

Signature

Josh Johnson

Print Name

owner

Title

Attest:

Signature

owner

Title

**SURETY**

Merchants National Indemnity! (Seal)  
Company

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Douglas S. Roskelley

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Jessica Pearson

Title Witness



Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# MERCHANTS

## BONDING COMPANY™

### POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alan W Lord; Douglas S Roskelley; Michael Murphy; S Christopher Clark; Sam W Clark

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY

By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of March, 2026



Secretary


<p><b>STATE OF UTAH</b>  <b>DEPARTMENT OF COMMERCE</b>  <b>ACTIVE LICENSE</b></p> <p><b>Forge Industrial LLC</b>  4431 West 6075 South  Hooper UT 84315</p> <p><b>EFFECTIVE</b>  02/04/2026</p> <p><b>EXPIRATION</b>  11/30/2027</p>	<p><b>REFERENCE NUMBER(S), CLASSIFICATION(S) &amp; DETAIL(S)</b></p> <p>14264260-5501      Contractor With LRF</p> <p>B100, S260, S310</p> <p>DBAs:</p>
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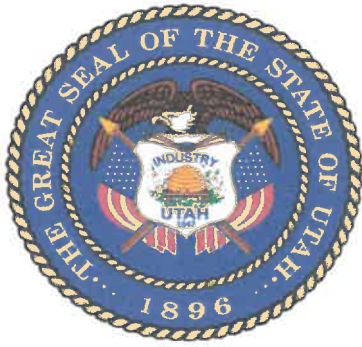
**IMPORTANT LICENSURE REMINDERS:**

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license’s original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

FORGE INDUSTRIAL LLC  
4431 WEST 6075 SOUTH  
HOOPER UT 84315

Please visit our web site at [www.dopl.utah.gov](http://www.dopl.utah.gov) should you have any questions in the future.

<p><b>STATE OF UTAH</b>  <b>DEPARTMENT OF COMMERCE</b>  <b>DIVISION OF PROFESSIONAL LICENSING</b>  <b>ACTIVE LICENSE</b></p>			
<b>EFFECTIVE DATE:</b>	<b>02/04/2026</b>		
<b>EXPIRATION DATE:</b>	<b>11/30/2027</b>		
<b>ISSUED TO:</b>	<b>Forge Industrial LLC</b> <b>4431 West 6075 South</b> <b>Hooper UT 84315</b>		
<p><b>REFERENCE NUMBER(S), CLASSIFICATION(S) &amp; DETAIL(S)</b></p> <hr/> <p>14264260-5501      Contractor With LRF      DBAs:</p> <p>B100, S260, S310</p>			



Filed in the Office of <i>Scott Whitaker</i> Director, Division of Corporations and Commercial Code Filed in the State of Utah	Filing Number <b>260325898347B</b> Effective On <b>March 25, 2026</b> Entity Number <b>14626047-0160</b> Number of Pages 2
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*State of Utah*  
*Department of Commerce*  
*Division of Corporations and Commercial Code*

**Domestic Limited Liability Company - Amendment to Certificate of Organization**

**ENTITY INFORMATION**

Entity Name: Forge Industrial LLC  
Entity Number: 14626047-0160  
Effective Date: March 25, 2026  
Effective Time: 12:39 PM

**BUSINESS DETAILS**

Initial Filing Date: October 31, 2025

Duration Date: Perpetual

**BUSINESS CLASSIFICATION:**

A Limited Liability Company

**ACTIVE PRINCIPAL INFORMATION**

Title: Member  
Name: Seoul Enterprises LLC  
Address: 1160 N 5050 W, West Point, UT 84015

Title: Member  
Name: Joshua F. Johnson  
Address: 4431 W 6075 S, Hooper, UT 84315

**INACTIVE PRINCIPAL INFORMATION**

Title: Member  
Name: Foundry Capital LLC  
Address: 4431 W 6075 S, Hooper, UT 84315

## REQUIRED SIGNATURES

- I declare that the information contained in this electronic submission is true and accurate.
- I affirm that I am legally authorized to sign this document.
- I acknowledge receipt of the below information:
  - The information provided in this form will be used by the Division to evaluate and complete your request. Failure to provide complete information as requested will result in the denial of your request as incomplete.
  - Information provided in this form is retained in accordance with state record retention laws. For specific information about the records retention for this form, please visit <https://corporations.utah.gov/records/>.
  - In order to comply with legal and regulatory requirements, we may share information provided in this form with authorized parties such as other government agencies, national licensing databases, contracted vendors, etc. Additionally, many items collected by the Division are classified as “public” under the Government Records Access and Management Act, Utah Code § 63G-2-101 et seq.
  - For more information on how the information you provide is shared, please refer to <https://corporations.utah.gov/records/>.
  
- **Electronic Signature:** Joshua F. Johnson  
**Title/Capacity:** Authorized Person

# FarmingtonCityComptonReplacementPhase1

## Farmington City - PROJECT PROPOSAL

Russell & Farmington City,

Thank you for the opportunity to partner on the FarmingtonCityComptonReplacementPhase1 project with Farmington city. We're excited to bring our experience to support the successful delivery of this project and more in the future. This proposal outlines our qualifications, references, and project team for this work and is intended to demonstrate our ability to complete this project safely, efficiently, and to the highest standard of quality.

### CONTRACTOR QUALIFICATION FORM

We included the recent project sheet separately, but below is a detailed description of one of the most recent projects our teams have completed with a much larger, but overlapping scope.

Secondary Meter & Water Line Project Phase 17 | Weber Basin | \$2,100,000.00

- This project consisted of:
  - Waterline installation
  - Installation of numerous service laterals & Valve Box Installations
  - Separating out services, placing new control valve boxes to grade, and restoring landscaping
  - Potholing
  - Restoring asphalt/concrete
  - Exploratory digging, often back to the main. These systems pre-dated modern standards and required investigative work to ensure a quality service lateral and meter install.
  - **We routinely work on some of the most complex pressurized irrigation systems in Utah.**



## PROJECT REFERENCES

1. Daniel Johnson
  - a. Engineering Superintendent - South Ogden and Weber Box Elder Conservation District
  - b. 385-626-8893
  - c. [djohnson@pineviewwater.com](mailto:djohnson@pineviewwater.com)
  - d. \$4M in revenue in 2025 with Pineview Water Systems and their subsidiaries
2. Shane McFarland
  - a. Engineering Superintendent - Weber Basin Water District
  - b. 801-837-8783
  - c. [SMcFarland@weberbasin.gov](mailto:SMcFarland@weberbasin.gov)
  - d. \$2.1M in revenue in 2025 with Weber Basin Water Conservation District
  - e. Work history with Carl Mackley
3. Doug Roskelley
  - a. Bond Manager - Dale Barton Insurance & Surety
  - b. 801-920-0703
  - c. [doug.roskelley@hubinternational.com](mailto:doug.roskelley@hubinternational.com)
  - d. Approved \$3M /\$6M Bonding Capacity to Forge Industrial based on our personal successful track records, financial health, work ethic, and our ability to outperform the market in price, quality, and timeliness
4. Brandon Johnson
  - a. Account Manager - Mountainland Supply Company
  - b. 801-696-5558
  - c. [b.johnson@mountainland.com](mailto:b.johnson@mountainland.com)
  - d. Witnessed the buildout of our innovative parts system that kept 6,000 water meter/ service lateral installs running smoothly in 2025

## PROJECT TEAM

Pipe laying, potholing, asphalt cutting/patching, service lateral installations, leveling of valve boxes and ensuring that our customers and your residents are satisfied with the quality of work, etc. are all things that our team excels in. We will bring the same level of trust, hard work, quality, and timely results that we have provided for our other clients.

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**We Raise The Standard** | **We Own It** | **We Master Our Craft**  
**We Are Respectful & Clean** | **We Outwork Yesterday**

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### **Crew Foreman and Excavator Operator: Andrew Soledad**

- Qualifications:
  - 5+ Years of pipe laying experience for BHI
- Responsibilities:
  - Overseeing Main Line Pipe Installation & Valve Boxes
  - Will be on site daily to oversee safety, production, and scheduling

### **Super-Intendant & Equipment Operator: Josh Johnson**

- Qualifications:
  - 5+ Years of heavy machinery experience
  - Owner of Bridge Construction – fulfilled \$6m+ worth of work for Pineview and Weber Basin Water Conservation Districts in 2025
  - General contractor's license
  - Whitaker Construction
  - Kim Bailey Construction
- Responsibilities:
  - Excavation, backfill, and compaction
  - Lateral Trenching

### **Pipe Layer: Jared Taylor**

- Qualifications:
  - 3+ years of pipelaying experience
  - Craythorne Construction
  - Landscaping & Irrigation Experience
  - General contractors license
- Responsibilities:
  - Additional Contact Point for Project updates,
  - Laying pipe, Sod Cutting, Lateral Tie ins, securing fittings, etc.

### **QC Foreman: Justin Dygert**

- Qualifications:
  - 5+ Years of experience with project management & working with municipalities
- Responsibilities:
  - Quality control
  - Coordination of equipment rentals, parts, etc.

### **Additional Team Laborers: Flex**



# CITY COUNCIL AGENDA



## BUSINESS

AGENDA TITLE: Consider approval of Asphalt Construction and Excavating to construct the sidewalk improvements project

PRESENTED BY: Russell Coons, Project Engineer

MEETING DATE: April 21, 2026

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: April 21, 2026

SUBJECT: **CONSIDER APPROVAL OF ASPHALT CONSTRUCTION AND EXCAVATING TO CONSTRUCT THE SIDEWALK IMPROVEMENT PROJECTS**

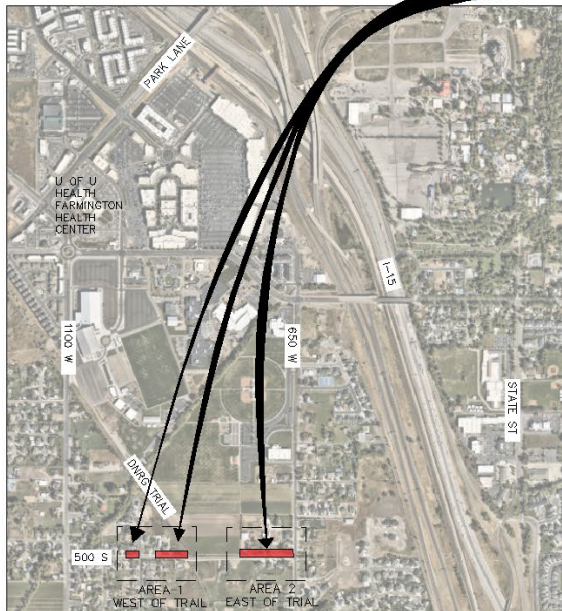
**RECOMMENDATION**

Approve the contract and bid from Asphalt Construction and Excavating for the construction of the Farmington CGS Project in the amount of \$314,470.39 to be paid from various streets and storm drain maintenance funds.

**BACKGROUND**

The City received 4 bids for the Farmington CGS Project ranging from \$314,470.39 to \$659,540.00 and will begin construction in May. The project includes installing asphalt extension agreements including asphalt, sidewalk, curb and gutter.

PROJECT LOCATION



City staff recommends awarding Asphalt Construction and Excavating the project. Attached is the contract between the City and the Contractor to do the work.

**SUPPLEMENTAL INFORMATION**

1. Contract

Respectively Submitted



Chad Boshell, P.E.  
Assistant City Manager

Reviewed and Concur



Brigham Mellor  
City Manager

Reviewed and Concur

Paul Roberts  
City Attorney

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

THIS AGREEMENT is by and between Farmington City Corporation (“Owner”) and  
Asphalt Construction and Excavating Company (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

- A. chip seal with fog coat, placing leveling course, deep patching, milling, thin lifts, and raising and lowering manholes and valves to grade.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Farmington CGS Project

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Farmington City

3.02 The Owner has retained Chad Boshell, (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Contract Times: Days

- A. The Work shall be substantially completed and billed by June 30, 2026. Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by June 30, 2026.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in the amount of \$ 314,470.39

- A. Contractor's Bid is attached hereto as an exhibit.

#### ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 Final Payment

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

## ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 5 percent per annum.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. Contractor is licensed in the State of Utah to do the work contained in the scope of this Agreement, and the Contractor's license is in good standing.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement.
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. Other bonds.
    - a. NA.

#### NOTE(S) TO USER:

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

- 5. General Conditions .

6. Supplementary Conditions.
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 10 sheet(s) with each sheet bearing the following general title: Farmington CGS Project [or] the Drawings listed on the attached sheet index.
9. Addenda number(s): NA to NA.
10. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid .
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

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

### 10.02 Assignment of Contract

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

### 10.03 Successors and Assigns

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

### 10.04 Severability

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

### 1.05 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.

1.06 Other Provisions

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

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

OWNER:

Farmington City

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*(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.)*

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR THE

FARMINGTON CGS PROJECT

MARCH 2026

FARMINGTON  
CGS PROJECT

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## ADVERTISEMENT FOR BIDS

Separate sealed Bids for the construction of the Farmington CGS Project will be received by Farmington City at Farmington City Public Works Department, located at 720 West 100 North, Farmington, Utah no later than **2:00 pm local time, on April 16, 2026**, where they will be publicly opened and read aloud in the public works conference room.

The Project consists of the following work: Installation of curb, gutter, sidewalk, and asphalt. This will require relocating and adjusting utility boxes and meters, concrete and landscaping removal, and repair; and all other items listed in the drawings.

BIDDING DOCUMENTS may be obtained on-line at the Utah Public Procurement Portal, also known as Bonfire, on March 23, 2026. All questions are to be submitted on the Bonfire website by April 13, 2026.

FARMINGTON CITY CORPORATION

END OF ADVERTISEMENT FOR BIDS

# INSTRUCTIONS TO BIDDERS

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## ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. Issuing Office – The office from which the Bidding Documents are to be issued.

## ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

## ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 5 days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the state where the Project is located.

B. Bidder's state or other contractor license number, if applicable.

C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."

D. Other required information regarding qualifications.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS;  
EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 Site and Other Areas

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

- a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
- b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
- d. Technical Data contained in such reports and drawings.

- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the

Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

#### 4.03 Site Visit and Testing by Bidders

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 4.04 Owner's Safety Program

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

#### 4.05 Other Work at the Site

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

#### ARTICLE 5 – BIDDER’S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings (No explorations, tests, reports referenced);
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and 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; and (3) Bidder’s safety precautions and programs (No explorations, tests, reports identified);
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within

the times required, and in accordance with the other terms and conditions of the Bidding Documents;

- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 6 – PRE-BID CONFERENCE

6.01 Refer to the Advertisement for Bids, page 1, for details on the pre-bid conference.

#### ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

#### ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents,

furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

#### ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

#### ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

#### ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding

Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

#### ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to

sign. The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary.

- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and official address.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

#### ARTICLE 14 – BASIS OF BID

##### 14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed to Farmington City Corporation 720 West 100 North, Farmington, Utah, 84025.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

## ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

## ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

BID FORM  
CGS PROJECT

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Farmington City Public Works Department; 720 West 100 North, Farmington, UT, 84025

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>

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

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

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

and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

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

#### 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 any thing 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):

Item	Description	Total Amount	Units	Unit Price	Total
1	Mobilization	1	LS	15,290. <sup>00</sup>	15,290. <sup>00</sup>
2	Traffic Control	1	LS	16,800. <sup>00</sup>	16,800. <sup>00</sup>
3	UDOT Permit and Traffic Control (200 E)	1	LS	6,160. <sup>00</sup>	6,160. <sup>00</sup>
4	Public Notice of Construction to Residents	1	LS	1,344. <sup>00</sup>	1,344. <sup>00</sup>
5	Surveying and Staking	3	LS	3136. <sup>00</sup>	9408. <sup>00</sup>
6	SWPPP for All Locations	1	LS	3920. <sup>00</sup>	3920. <sup>00</sup>
7	Site Prep	3	LS	1680. <sup>00</sup>	5040. <sup>00</sup>
8	Relocate Mailbox	3	LS	616. <sup>00</sup>	1848. <sup>00</sup>
9	Relocate Secondary Water Meter (500 South West of Trail)	4	LS	728. <sup>00</sup>	2912. <sup>00</sup>
10	Relocate Sign/Post (500 South West of Trail)	1	LS	112. <sup>00</sup>	112. <sup>00</sup>
11	Trail ADA Ramp Adjustment (500 South West of Trail)	1	LS	2240. <sup>00</sup>	2240. <sup>00</sup>
12	Sawcut Asphalt (500 South West of Trail)	562	LF	6.47	3638.16
13	Curb and Gutter Install (Includes Base and Fiber) (500 South West of Trail)	562	LF	33.60	18883.20
14	Curb and Gutter Removal (500 South West of Trail)	20	LF	31.36	627.20
15	Sidewalk Install (Includes Base and Fiber) (500 South West of Trail)	2560	SF	8.96	22937.60
16	ADA Ramp Removal and Replace	2	EA	2240. <sup>00</sup>	4480. <sup>00</sup>
17	Concrete Driveway Connect and Repair (978 W)	315	SF	11.20	3528. <sup>00</sup>
18	Install Concrete Driveway Approach (500 South West of Trail)	5	LS	3136. <sup>00</sup>	15,680. <sup>00</sup>
19	Install 12" Road Base and 4" of Asphalt (500 South West of Trail)	4415	SF	4.76	21,015.40
20	Remove Vinyl Fence (500 South East of Trail)	68	LF	16.48	1120.31
21	Remove Trees (500 South East of Trail)	30	EA	200.48	6014.40
22	Relocate Secondary Water Meter (500 South East of Trail)	1	LS	672. <sup>00</sup>	672. <sup>00</sup>
23	Relocate Sewer Cleanout (500 South East of Trail)	1	LS	1114.40	1114.40
24	Sawcut Asphalt (500 South East of Trail)	595	LF	6.36	3785.15
25	Curb and Gutter Install (Includes Fiber and Base) (500 South East of Trail)	590	LF	33.60	19,824. <sup>00</sup>
26	Sidewalk Install (Includes Fiber and Base) (500 South East of Trail)	3070	SF	8.96	27,507.20
27	Install Concrete Drive Approach (500 South East of Trail)	5	LS	1680. <sup>00</sup>	8400. <sup>00</sup>
28	Install 12" Road Base and 4" Asphalt (500 South East of Trail)	5415	SF	4.76	25,775.40
29	Repair Landscape Sod/Irrigation (500 South Both Sites)	1030	SF	5.88	6056.40
30	Clear and Grub (200 East)	1	LS	1097. <sup>60</sup>	1097. <sup>60</sup>
31	Rough Grade (200 East)	1	LS	2744. <sup>00</sup>	2744. <sup>00</sup>
32	Relocate Secondary Water Meter (200 E)	2	EA	1176. <sup>00</sup>	2352. <sup>00</sup>

33	Raise to Grade Culinary Water Meter (200 E)	2	EA	1117.76	2235.52
34	Connection of Spring Water and Route to Inlet Box (200 E)	1	EA	5824.00	5824.00
35	Remove and Reinstall Inlet Box (200 E)	1	EA	3808.00	3808.00
36	Raise Sewer Manhole and Install Collar (200 E)	1	EA	1120.00	1120.00
37	Reconstruct/Regrade Driveway (200 E)	1	LS	7280.00	7280.00
38	Rock Wall Alignment (200 E)	60	LF	78.40	4704.00
39	Sawcut Asphalt (200 E)	209	LF	5.36	1121.24
40	UDOT Spec Curb and Gutter with Base (200 E)	200	LF	44.80	8960.00
41	Sidewalk Install (Includes Base and Fiber) (200 E)	985	SF	8.46	8325.60
42	UDOT Spec Asphalt Road (200 E)	1640	SF	5.04	8265.60
<b>Subtotal (Items 1-42)</b>					314,470.59

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

## ARTICLE 6 – TIME OF COMPLETION

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

## ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security; ✓
  - B. 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; ✓
  - C. Contractor's License No.: 13502614-5501

## ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: Asphalt Construction & Excavating Company  
[Indicate correct name of bidding entity]

By: [Signature]  
[Signature]

[Printed name] Clayton Monahan  
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]  
[Signature]

Willow Nimoni  
[Printed name]

Title: manager

Submittal Date: 4/16/26

Address for giving notices:

1256 N. 1725 W  
Farr West, UT 84404

Telephone Number: 801-831-0386

Fax Number: NA

Contact Name and e-mail address: Clayton Monahan / clayton@asphaltconx.com

Bidder's License No.: 13502614-5501  
(where applicable)

BID BOND

singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):
Asphalt Construction & Excavating Company
1256 N 1725 W
Farr West, UT 84404

SURETY (Name, and Address of Principal Place of Business):
Employers Mutual Casualty Company
P.O. Box 712
Des Moines, Iowa 50306-0712

OWNER (Name and Address):
Farmington City
720 W 100 N
Farmington, UT 84025

BID

Bid Due Date: April 16, 2026
Description (Project Name - Include Location): Farmington CGS Project

BOND

Bond Number: Bid bond
Date: April 16, 2026
Penal sum Five percent of amount bid \$ 5% of amount bid
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Asphalt Construction & Excavating Company (Seal)
Bidder's Name and Corporate Seal
By Clayton Monahan
Signature
Print Name
Manager
Title

Attest Willow Puma
Signature
Title Manager

SURETY

Employers Mutual Casualty Company (Seal)
Surety's Name and Corporate Seal
By Stacie Hanson
Signature (Attach Power of Attorney)
Print Name
Stacie Hanson
Attorney-in-Fact
Title

Attest Susan
Signature
Title Client Relations



Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

## PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

**KNOW ALL MEN BY THESE PRESENTS, that:**

- |   |  |
|---|--|
| 1. Employers Mutual Casualty Company, an Iowa Corporation     | 4. Illinois EMCASCO Insurance Company, an Iowa Corporation   |
| 2. EMCASCO Insurance Company, an Iowa Corporation             | 5. Dakota Fire Insurance Company, a North Dakota Corporation |
| 3. Union Insurance Company of Providence, an Iowa Corporation | 6. EMC Property & Casualty Company, an Iowa Corporation      |

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**STACIE HANSON**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

**Any and All Bonds**

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

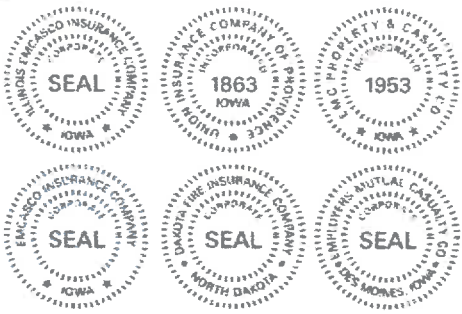
**AUTHORITY FOR POWER OF ATTORNEY**

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



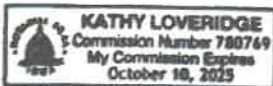
*Scott R. Jean*  
\_\_\_\_\_  
Scott R. Jean, President & CEO  
of Company 1; Chairman, President  
& CEO of Companies 2, 3, 4, 5 & 6

*Todd Strother*  
\_\_\_\_\_  
Todd Strother, Executive Vice President  
Chief Legal Officer & Secretary of  
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

*Kathy Loveridge*  
\_\_\_\_\_  
Notary Public in and for the State of Iowa



**CERTIFICATE**

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of April, 2026.

*Ryan J. Springer*  
\_\_\_\_\_  
Vice President



SPENCER J. COX  
Governor  
DEIDRE M. HENDERSON  
Lieutenant Governor

State of Utah  
Department of Commerce  
Division of Professional Licensing

MARGARET W. BUSSE  
Executive Director  
MARK B. STEINAGEL  
Division Director

**VERIFICATION OF UTAH LICENSURE**

DOPL-FM-001 REV 06/08/2009  
Created On: 02/26/2026

**Name of Licensee (as it appears in our records):** Asphalt Construction & Excavating Company

States Farr West UT 84404 United

**Name(s) of Qualifier:** Clayton S Monahan - B100 - General Building Qualifier

Clayton S Monahan - E100 - General Engineering Qualifier

EXAM BATTERY	EXAM TYPE	STATE	RESULTS	SCORE	DATES
1000	Utah Contractors Business and Law Exam	UT	Pass	91	02/27/2023

**Classification of License Issued:** Contractor With LRF

B100 - General Building Qualifier

E100 - General Engineering Qualifier

**License Number:** 13502614-5501

**Obtained By:** Application

**Current Status:** Active

**Original Date of Licensure:** 08/10/2023

**Expiration Date:** 11/30/2027

The information provided on this form is accurate and correct as of the verification creation date listed on the top of this form. Original issue dates listed, as 01/01/1910 and 01/01/1911 were unknown when the division implemented its first licensing database. This verification form does not show a complete history or interruptions in licensure. If you have any questions please contact the division.

[www.dopl.utah.gov](http://www.dopl.utah.gov) • Heber M. Wells Building • 160 East 300 South • PO Box 146741 • Salt Lake City • UT 84114-6741  
phone: (801)530-6628 • toll-free in Utah:(866)275-3675 • fax:(801)530-6511 • investigations fax:(801)530-6301

**VERIFICATION OF UTAH LICENSURE**

**Name of Licensee:** Asphalt Construction & Excavating Company

**Classification of License Issued:** Contractor With LRF

**Control Number:** 13502614-5501-20260226

**Agency and Disciplinary Action:** NO DISCIPLINARY ACTIONS WITHIN THE TIME FRAME ESTABLISHED IN UTAH CODE 63G-4-106 AND 107\*\*

**Docket and Citation Number(s):**

**E-Prescriber:**

The information provided on this form is accurate and correct as of the verification creation date listed on the top of this form. Original issue dates listed, as 01/01/1910 and 01/01/1911 were unknown when the division implemented its first licensing database. This verification form does not show a complete history or interruptions in licensure. If you have any questions please contact the division.

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phone: (801)530-6628 • toll-free in Utah:(866)275-3675 • fax:(801)530-6511 • investigations fax:(801)530-6301

# CITY COUNCIL AGENDA



## SUMMARY ACTION

1. Approval of Minutes 04.07.26
2. Seasonal Ban and Outdoor Burning Ordinance
3. Franchise Agreement with Qwest Corporation (dba Centurylink QC)
4. Surplus Property
5. Monthly Financial Report

**DRAFT FARMINGTON CITY – CITY COUNCIL MINUTES**

**April 7, 2026**

**WORK SESSION**

Present:

*Mayor Brett Anderson,  
City Manager Brigham Mellor,  
Mayor Pro Tempore/Councilmember Amy  
Shumway,  
Councilmember Roger Child,  
Councilmember Scott Isaacson,  
Councilmember Melissa Layton,  
Councilmember Kristen Sherlock,  
City Attorney Paul Roberts,*

*Recording Secretary Deanne Chaston,  
Community Development Director Lyle  
Gibson,  
Assistant City Manager/City Engineer Chad  
Boshell,  
City Parks and Recreation Director Colby  
Thackeray, and  
Public Works Director Larry Famuliner.*

Mayor **Brett Anderson** called the work session to order at 6:03 p.m.

City Manager **Brigham Mellor** said that besides public safety personnel issues, the most heated issue he deals with is controversy related to the City’s youth theater program. He would like to move toward an outside private provider to run the theater program, rather than have Farmington Staff oversee it. He has seen that model being used successfully in Clearfield and Syracuse.

City Parks and Recreation Director **Colby Thackeray** said he has an upcoming meeting with Up with Kids, which would charge \$50 a month for a program that would run once a week from September until April. He feels this model would result in more participation rather than a clique of the same people over and over again. He also spoke with Hope Box about an 8-week summer program that includes a play at the end. The provider selected would handle all the registration, while Farmington would advertise and provide space for them free of charge. He would like to consider such partnerships in order to stretch Farmington’s resources.

**Mellor** said Staff involved in the theater program could instead pivot to help run a mini twilight concert series like the one done in Taylorsville. Farmington has the stage, but it would need the Staff to man the series. Farmington could still provide the service for a theater program using an outside entity, but because they would no longer need to oversee it, Staff could branch out to other responsibilities. He would like to try it on Memorial Day. This would not mean losing a youth program, but rather expanding programming.

Councilmember **Kristen Sherlock** said it reminded her of a free Shakespeare in the Park program in Buffalo, New York, with vendor carts. She likes the idea.

Councilmember **Scott Isaacson** said the Community Center does not currently have quality rehearsal space, and it is not available very often. He would like to expand it in the future to include recital and rehearsal rooms.

**Mellor** said he will return to the Council with a concrete proposal before a contract is put in place. The City will need to do a Request For Proposal (RFP) first, and offer a one- to two-year contract. They can then re-evaluate. Councilmember **Roger Child** said he didn’t want the City to lose control and allow the third party to push their own agendas. What is put on the stage reflects

on Farmington as a city. **Mellor** agreed, and said the terms would be up to Farmington's ultimate discretion.

## **PARKS DISCUSSION**

Farmington is running flag football and expanding soccer, and this programming needs space. I-15 affects South Park, but there is still room here for flag football. There was discussion about parking stalls on the north side. Assistant City Manager/City Engineer **Chad Boshell** said the new curb and gutter will be within 8 feet of the fence, which would discourage families from watching their kids at that location.

**Mellor** said only three families showed up at a recent open house to talk about South Park. Although they don't want to see existing trees go away, they likely will be taken out. They understood not watering certain areas. The Utah Department of Transportation will be replacing some landscaping, but Farmington would like to replace it with xeriscaping to minimize water. The City may need to place signs in flower beds that will be left barren this year in an effort to save water. The City also is planning online and mail communications about the City's attempts to save water.

**Mellor** said he had recently received renderings for the new all wheels park. He has had some requests for a small playground for the young children. However, this was not planned into the current budget for the project. He said the school took this issue to the School Board, and they approved parking on their property. However, they would like a fence around their field.

**Thackeray** said he has received a lot of positive feedback. It is an all-inclusive park that will appeal to kids, walkers, bikers, and roller skaters, as well as those with wheelchairs and strollers. **Isaacson** said the neighboring landowners would like a fence and trees. **Thackeray** said nothing would be closer to the neighbors than 30 feet.

## **DISCUSSION OF REGULAR SESSION ITEMS UPON REQUEST**

**Mellor** said Intermountain Health (IH) purchased their property on the corner of Maker and Burke two years ago from Rich Haws. Interstate 15 (I-15) and the Denver and Rio Grande Western (D&RGW) Rail Trail make weird angles in this area, affecting IH, Wasatch, and Stack. There were similar struggles with the Evans' land and the City's newest fire station. Wasatch is a party to Stack's Project Master Plan (PMP), so they need IH to come to the negotiation table. Wasatch needs property in order to park their six-story office building. **Mellor** feels IH has been stalling negotiations, which he hopes will result in a swap of triangle-shaped property that would give IH freeway access for signage.

## **REGULAR SESSION**

Present:

*Mayor Brett Anderson,  
City Manager Brigham Mellor,  
Mayor Pro Tempore/Councilmember Amy  
Shumway,  
Councilmember Roger Child,  
Councilmember Scott Isaacson,  
Councilmember Melissa Layton,  
Councilmember Kristen Sherlock,*

*City Attorney Paul Roberts,  
Recording Secretary Deanne Chaston,  
Community Development Director Lyle  
Gibson,  
Assistant City Manager/City Engineer Chad  
Boshell, and  
Fire Chief Shelby Willis.*

### **CALL TO ORDER:**

Mayor **Brett Anderson** called the meeting to order at 7:05 p.m. Councilmember **Amy Shumway** offered the invocation, and the Pledge of Allegiance was led by City Manager **Brigham Mellor**.

### **PRESENTATION:**

#### **Student Spotlight: Liam Marlor**

Teacher **Becky Berry** nominated **Liam Marlor** as student of the month. He is an exemplary student in every way and demonstrates outstanding character, leadership, and kindness in and out of the classroom. He consistently goes above and beyond, setting a positive example to his peers.

### **PUBLIC HEARING:**

#### **Consideration of an ordinance vacating a certain portion of the Glovers Lane right-of-way**

Community Development Director **Lyle Gibson** presented this agenda item. When the Utah Department of Transportation (UDOT) rearranged the corridor and rerouted the street to the south, it left a Right of Way (ROW) that is not in use anymore. There are some utilities on location in this area and Enbridge has a natural gas easement here. Since there is interest from neighboring property owners to make use of this ROW, it makes sense to vacate, exchange, and record the property for a better use. Required notifications were sent out, and the Development Review Committee (DRC) favorably considered it. The Sewer District is in support.

**Mellor** said he was in favor of vacating the land all the way to the sidewalk, but technically the City boundary there has to be considered. He suggested that residents treat that property like a park strip, which they don't own but should maintain. The City would like to vacate this to avoid their own maintenance headache.

**Mayor Anderson** opened and closed the Public Hearing at 7:14 p.m., as nobody signed up in person or electronically to address the Council on the issue.

**Mellor** said residents have already engaged in proving legal descriptions, engineering, and survey work. He said nothing would obstruct these residents from having double frontages, although they would have to pursue the appropriate curb cut applications. He doesn't expect the neighbors to access the road because of a significant grade change from the sidewalk to their

backyards. These will not be kept as two separate parcels. Instead, when the City vacates the ROW, the land would be added to their existing tax parcel number. **Gibson** said the property owners can modify their plats depending on the type of building they may want to build in the future.

***Motion:***

Councilmember **Melissa Layton** moved that the City Council approve the proposed ordinance vacating a certain portion of the north side of the Glovers Lane right-of-way between 925 West Street and the West Davis Corridor, subject to the following Conditions 1-2:

1. The vacation shall include a remnant portion of right-of-way created after the realignment of Glovers Lane on the north side as illustrated on the vicinity map (enclosed in the Staff Report).
2. The applicant shall:
  - a. Provide a legal description for Exhibit A of the ordinance (enclosed in the Staff Report) as well as legal descriptions for the individual areas to be deeded to adjacent property owners.
  - b. Prepare easement descriptions which are acceptable to Farmington City to be included with the Quit Claim deed for each adjacent resident.

Findings 1-3:

1. The vacation does not interrupt the access or service of the general public or property owner.
2. The vacation of the right-of-way as identified makes for better use of the property and will reduce the maintenance burden of the City.
3. The City’s Development Review Committee (DRC) has reviewed and is alright if the City vacates the proposed portion of the Glovers Lane right-of-way, provided easements are put in place to account for utility infrastructure.

Councilmember **Scott Isaacson** seconded the motion. All Councilmembers voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Amy Shumway	X Aye	___	Nay
Councilmember Roger Child	X Aye	___	Nay
Councilmember Scott Isaacson	X Aye	___	Nay
Councilmember Melissa Layton	X Aye	___	Nay
Councilmember Kristen Sherlock	X Aye	___	Nay

**BUSINESS:**

**Project Master Plan, Development Agreement, and Concept Site Plan for a Medical Clinic**

**Gibson** presented this agenda item. The applicant has proposed a medical clinic on the northeast corner of Burke and Maker in the Office Mixed Use (OMU) Zone. Staff welcomes this non-residential use and it works within zoning requirements. However, it is before the Council tonight due to OMU district design standards, which are rigid. Farmington desires high quality development, good design standards, and an aesthetically pleasing pedestrian-oriented development with parking tucked away. While the building is proposed to be positioned in the corner as expected, it is not large enough to cover the majority of the property frontage.

However, Intermountain Health plans to expand this facility over time, which will increase its frontage. The Council must decide on the proposed deviation from the standard.

Since the applicant desires to have the front door near parking, the back of the building faces Burke Lane and is deficient on its street-level design. The Planning Commission suggested landscaping and architectural mitigations, and the applicant has since provided updated drawings with fenestration that adds to the design's appeal. Staff would like to see some boundary adjustment proposals with neighboring property owners more fleshed out before a decision is made on this application.

Applicant **Luke Love**, capital portfolio manager for Intermountain Health, addressed the Council, saying his company is excited to bring obstetrics, sports medicine, pediatrics, and behavioral health services to the community. This location would not have after-hours care, but pediatric hours may be expanded into Saturdays. Their growth plan suggested doubling the facility size in the next five to 10 years. Their updated renderings include tones, colors, greenery, landscaping, more windows, and updated facades requested by the Planning Commission. They are planning a future ambulatory surgery center on the north part of their property. Their signage would be on the building itself as well as to the northwest by the entrance on Maker Way. They may also want signage on Burke on the southeast side.

Councilmember **Roger Child** said he appreciated the applicant's architectural improvements.

**Isaacson** said it always gives him pause when exceptions are regularly made to the rules, so he would like to understand these design requirements that would require a lot more windows of this applicant. He understands that the theory is avoiding a building behind a sea of parking. Times have changed and maybe the City has a different vision now. He is fine with the proposed building and access, although it is a variation from current standards.

**Layton** pointed out that the Council isn't notified of how often the standards are followed, but **Mayor Anderson** questioned if the City is setting a precedence of deviation. **Child** noted that light rail may clip the east part of this property, and there may be a need to preserve that ROW.

**Mellor** said he hopes this will be addressed in future land swap negotiations considering a broader context of large land owners in the area and past master planning by City consultants. He said property lines should maximize efficiencies of the site. He would like to see boundaries changed perpendicular to the freeway.

Applicant **Love** said shifting lines would change the size of their site and affect IH's plans for an ambulatory surgical center at the back of the property. Their initial reaction is that they are not favorable with the proposed adjustments, as it would affect their site development and make their parcel less efficient. However, if they could maintain the planned size of a connected surgical center, their real estate and operation teams would be open to discussions. While freeway frontage would be nice for signage and brand awareness, they don't necessarily need it. Because they plan to open the summer of 2027 and need time to recruit doctors, they do not want significant delays.

**Child** said that is a tight time frame. **Shumway** said as a Council, they need to consider the whole area and its potential, not just this property. Therefore they would like to see meeting discussing the potential of swapping some property.

**Gibson** said tabling this item would make it easier to get back on the agenda quickly, as it would not be necessary to re-notice it. He assured that the adjacent property owners would be readily available to participate in negotiations.

**Mellor** said he would like to help IH achieve their long-term goals. The City, State, and Davis County have all invested a lot in this area. A seven-story mixed-use unit is coming across the street, and the City wants to make sure everything is lining up. **Child** said no one seems opposed to IH’s concept or use, so this is worthy of discussion. **Isaacson** asked the applicant to make a good faith effort to meet with other landowners.

**Love** mentioned he had been in contact with Wasatch to inquire about the sales price of their parcel. He agreed to getting input from the necessary IH departments.

***Motion:***

**Shumway** moved that the City Council table a decision on the proposed Project Master Plan and Development Agreement.

Finding 1:

1. Tabling a decision on this item will allow additional discussion and possible solutions related to property boundaries and a potential land swap involving this property.

**Sherlock** seconded the motion. All Councilmembers voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Amy Shumway	X Aye	___	Nay
Councilmember Roger Child	X Aye	___	Nay
Councilmember Scott Isaacson	X Aye	___	Nay
Councilmember Melissa Layton	X Aye	___	Nay
Councilmember Kristen Sherlock	X Aye	___	Nay

**Isaacson** said the Council is not trying to slow the applicant down, and encouraged them to get back on the agenda as quickly as next meeting.

**Zone Text Amendment – Clarifications within the Subdivision Ordinance**

**Gibson** presented this agenda item. Recently, there has been some confusion as to whether or not a subdivision plat is required with a lot split. To remove any uncertainty, Staff is proposing amending the text of the Subdivision Ordinance to ensure the process is clear and correct. The proposed clarifications address a few inconsistencies recently identified, including an obvious inconsistency in the slope of a driveway.

***Motion:***

**Isaacson** moved that the City Council approve the text amendment (included in the Staff Report).

Findings 1:

1. The proposed text changes would clarify when a plat amendment is necessary, what type of subdivision a Transfer of Development Right (TDR) falls under, and cleans up inconsistencies with other sections of City code.

**Layton** seconded the motion. All Councilmembers voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Amy Shumway	X Aye	___	Nay
Councilmember Roger Child	X Aye	___	Nay
Councilmember Scott Isaacson	X Aye	___	Nay
Councilmember Melissa Layton	X Aye	___	Nay
Councilmember Kristen Sherlock	X Aye	___	Nay

**Zone Text Amendment to Driveway Surface requirements**

**Gibson** presented this agenda item. The most frequent items seen by the Planning Commission include special exceptions for driveway widths and building heights. In the last five years, the Commission has considered and passed 21 such applications, which require public hearings that are not attended by the public.

Instead of requiring a 10-day notice period for every property owner within 300 feet, Staff is proposing removing the public hearing requirement and leaving the decision of approval to the Planning Commission.

***Motion:***

**Layton** moved that the City Council approve the zone text amendment concerning driveway surface requirements (included in Staff Report).

**Finding 1:**

1. The proposed text amendment will help to keep the City’s streets and storm drain system clean and in better operating condition.

**Child** seconded the motion. All Councilmembers voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Amy Shumway	X Aye	___	Nay
Councilmember Roger Child	X Aye	___	Nay
Councilmember Scott Isaacson	X Aye	___	Nay
Councilmember Melissa Layton	X Aye	___	Nay
Councilmember Kristen Sherlock	X Aye	___	Nay

**Zone Text Amendment to Original Townsite Residential (OTR) Lot Size Flexibility and Additional Lot Incentives**

**Gibson** presented this agenda item. Currently, properties in the City’s residential and agricultural zoning districts allow for development to keep a density proven through use of a yield plan while offering some flexibility in lot size by right. As currently codified, the OTR zone only allows for flexibility in lot size if a benefit such as moderate-income housing is provided. While there is currently some open-ended language granting legislative authority to offer additional lots if a developer provides a public benefit, the proposed language outlines a clear incentive for a developer who provides moderate-income housing or open space.

**Gibson** said the Planning Commission recommended these changes to make the OTR area of town more consistent with others. The OTR district covers the oldest developed portions of the City. Due to over 170 years of construction and development, this area of town needs flexibility.

Therefore, it is odd that the current zone text doesn't allow it. At the same time, because it is so built-out, it is rare the flexibility would be utilized.

**Motion:**

**Child** moved that the City Council approve the zone text amendment as included in the Staff Report.

Findings 1-2:

1. The amendment creates parity in the OTR district with other residential zones.
2. The amendment brings the City's codes into compliance with requirements from the State of Utah that moderate income housing be incentivized, not mandatory.

**Shumway** seconded the motion. All Councilmembers voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Amy Shumway	X Aye	___	Nay
Councilmember Roger Child	X Aye	___	Nay
Councilmember Scott Isaacson	X Aye	___	Nay
Councilmember Melissa Layton	X Aye	___	Nay
Councilmember Kristen Sherlock	X Aye	___	Nay

**Wildland Urban Interface (WUI) map consideration**

Fire Chief **Shelby Willis** presented this agenda item. In response to Utah Senate Bill 48-03 WUI Modifications (2025), each city, county, or municipality in Utah is required to adopt a map identifying WUI areas. Farmington has utilized the Forestry Fire and State Lands (FFSL) High Risk WUI Map published in December of 2025. The purpose of the FFSL maps is to identify WUI areas, denote the risk levels (1 very low to 8 very high) within these areas, and assist with wildfire mitigation planning. Areas that have been identified as a very high-risk category will be assessed a fee beginning in 2026. Farmington predominately has risk scores in the moderate range, with a small percentage identified as a high risk and none in the very high category.

**Willis** said no Farmington residents will be subject to a fee for a mitigation assessment, and the City will not have to provide inspections.

**Motion:**

**Sherlock** moved that upon review of the Farmington City Wildland Urban Interface (WUI) Map, the City Council approve the information and map identifying the WUI areas located within Farmington City.

Supplemental Information 1-2:

1. Farmington City Wildland Urban Interface Map
2. Utah State HB 4803 Wildland Urban Interface Modifications

**Child** seconded the motion. All Councilmembers voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Amy Shumway	X Aye	___	Nay
Councilmember Roger Child	X Aye	___	Nay
Councilmember Scott Isaacson	X Aye	___	Nay

Councilmember Melissa Layton  
Councilmember Kristen Sherlock

X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay

**Seasonal Ban and Outdoor Burning Ordinance**

**Willis** presented this agenda item. The proposed change would make it slightly more flexible for residents, as they would not have to get approval from the Fire Department every time they use barbecue pits purchased from retail sources. Instead, they would be treated like a barbecue grill, which must be 10 feet from the property line. Another change would be a Class B changing to a Class C misdemeanor for reckless burning or arson associated with open burning. This would result in a simple fine.

Since the Council did not get a red-lined version prior to the meeting, this item will be put on their next agenda, at the request of City Attorney **Paul Roberts**.

***Motion:***

**Isaacson** moved that the City Council table the proposed change to the open burning and outdoor fires code provisions.

**Layton** seconded the motion. All Councilmembers voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Amy Shumway  
Councilmember Roger Child  
Councilmember Scott Isaacson  
Councilmember Melissa Layton  
Councilmember Kristen Sherlock

X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay

**SUMMARY ACTION:**

**Minute Motion Approving Summary Action List**

The Council considered the Summary Action List including:

- Item 1: Approval of minutes for the March 3, 2026 City Council meeting; March 6 and 7, 2026 City Council Retreat; and March 12, 2026 special City Council Meeting.

***Motion:***

**Sherlock** moved to approve the Summary Action list Item 1 as noted in the Staff Report.

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

Mayor Pro Tempore/Councilmember Amy Shumway  
Councilmember Roger Child  
Councilmember Scott Isaacson  
Councilmember Melissa Layton  
Councilmember Kristen Sherlock

X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay

## **GOVERNING BODY REPORTS:**

### **City Manager Report**

**Mellor** said the new Rocky Mountain Power substation will likely take between 12 to 18 months to build. It was expected that once they owned the land, they would start design. He said Farmington doesn't have 18 months' worth of construction that would depend on this substation.

He said he and City Engineer **Chad Boshell** will both not be present at the next City Council meeting.

### **Mayor Anderson and City Council Reports**

**Isaacson** reported on a recent American Mosquito Control Association Meeting he attended. He said the studies show that dragon flies do not help control mosquitoes. Dengue fever, a mosquito-born viral diseases, is coming to Florida.

**Shumway** asked about an asphalt trail maintenance plan. **Mellor** answered that the City is currently understaffed, so Staff is still planning on working on that.

**Shumway** said not having curbs painted red by the entrance to Heritage Park is a concern to those residents who live nearby. Events such as lacrosse matches held at the park are causing cars to park in the nearby neighborhood.

**Layton** mentioned Utah's Family Connection Week June 8-14, where the focus is on putting devices away so families can sit and eat dinner together. She asked if the City could help with the event. **Isaacson** said parks get children off their devices, which is a good defense for the value of parks. **Shumway** mentioned residents should fly their flags on April 17 for Freedom Friday.

**Mellor** said he has been surprised at how quickly the green waste program has distributed cans. The crew has delivered 3,500 cans, and there are about 1,000 left to be delivered.

**Sherlock** shared a suggestion that the City provide different, more age-appropriate options at the Easter Egg hunt for the 0-3 year olds. She also asked for a master calendar for City Councilmembers. **Mellor** said Recorder **DeAnn Carlile** could coordinate that. **Isaacson** said upcoming calendar events could be a regular agenda item.

There has been interest in having crypto ATMs in the City. **Roberts** said the City is looking into it, and Police Chief **Austin Anderson** would be the contact at this point.

## **ADJOURNMENT**

### ***Motion:***

**Child** made a motion to adjourn the meeting at 8:57 p.m.

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

Mayor Pro Tempore/Councilmember Amy Shumway  
Councilmember Roger Child  
Councilmember Scott Isaacson  
Councilmember Melissa Layton  
Councilmember Kristen Sherlock

X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay  
X Aye \_\_\_ Nay

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**DeAnn Carlile**, Recorder



## City Council Staff Report

To: Honorable Mayor and City Council

From: Shelby Willis, Fire Chief

Date: April 21, 2026

SUBJECT: **SEASONAL BAN AND OUTDOOR BURNING ORDINANCE**

### RECOMMENDATION

Staff recommends that the Council adopt the attached ordinance amending the seasonal ban ordinance and adopting an outdoor burning code.

Recommended motion language: "I move that the Council adopt the ordinance amending and enacting code provisions related to open burning and outdoor fires."

### BACKGROUND

Farmington City Ordinance 7-5-010: Seasonal Ban identifies parameters related to outdoor fires to include barbeque units, recreational fires and fire pits, burns conducted by farm and horticultural operation. The purpose of the provision is to protect life, property, air quality, emergency access and public welfare.

### ORDINANCE CHANGES

The proposed ordinance accomplishes two major objectives: (1) it clarifies the restrictions of the seasonal ban and removes the requirement for residents to acquire a permit to use a recreational fire pit, and (2) adopts a generally applicable outdoor burning code.

The ordinance amends section 7-5-010 to establish that recreational fire pits in residential areas must be kept at least ten feet from property lines, and removes a requirement for the owner to receive authorization from the Fire Department before lighting it. All fires subject to the exception on the seasonal ban are also required to be vigilant in keeping those fires away from fuel sources.

The ordinance also creates chapter 7-13, which establishes standards and enforcement mechanisms for open burning and outdoor fires. I will highlight only a few sections:

7-13-070 Recreational Fires: This ordinance authorizes allows citizens to have a recreational fire when the identified conditions are met, without Fire Administration authorization.

17-13-080 Portable Outdoor Fireplaces: The code permits safe operation of outdoor fireplaces for recreation and cooking needs, including manufactured fire pits and barbeque stoves.

7-13-140 Enforcement: Proposed language allows for civil or criminal citations when violations meet identified parameters:

- A Class C misdemeanor may be pursued for negligent burning resulting in injury to any person, or damage to the property of another.
- An infraction is the default criminal remedy for other violations of the chapter.
- State codes governing malicious acts like arson or reckless burning remain an option for more serious fires and activities.
- Civil enforcement is also authorized if that process seems best suited to the prohibited activity.

Please feel free to reach out with any questions regarding the proposed ordinance.

Respectfully submitted,

**Shelby Willis**

Shelby Willis  
Fire Chief

Review and concur,



Brigham Mellor  
City Manager

**ORDINANCE NO: \_\_\_\_\_**

**AN ORDINANCE AMENDING AND ENACTING CODE PROVISIONS RELATED TO  
OPEN BURNING AND OUTDOOR FIRES**

**WHEREAS**, the City Council has authority pursuant to Utah law to enact ordinances to protect the health, safety and welfare of its residents and property owners; and

**WHEREAS**, dangerous and dry conditions apply throughout the year due to Farmington City's desert climate; and

**WHEREAS**, the City Council finds that open burning must be prohibited under most circumstances, and regulated in all other circumstances; and

**WHEREAS**, the Council finds that the safe and responsible use of fire in recreational and residential settings does not jeopardize the safety of the community,

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

**Section 1: Amendment.** Section 7-5-010 of the Farmington Municipal Code is amended, as provided in Exhibit 1 of this Ordinance.

**Section 2: Adoption.** The Council adopts chapter 7-13 related to Open Burning and Outdoor Fires, as provided in Exhibit 1 of this Ordinance.

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

**Section 4: Effective Date.** This Ordinance shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, THIS 21ST DAY OF APRIL 2026.**

**ATTEST:**

**FARMINGTON CITY**

\_\_\_\_\_  
**DeAnn Carlile, City Recorder**

\_\_\_\_\_  
**Brett Anderson, Mayor**

## 7-5-010: SEASONAL BAN:

A. Specified: From June 1 until October 15, unauthorized outdoor fires are strictly prohibited within the designated area set forth in subsection B of this section.

B. Area Defined: The prohibition set forth in subsection A of this section applies to the geographic area situated east of a line of demarcation described as follows:

Starting at the southern boundary line of the city at 200 East, heading north to 830 South, then heading east to 350 East, then north to 500 South and extending across Steed Creek to 200 South and 350 East, then heading north to State Street, then heading west to 100 East, then heading north to 600 North, then heading west to Compton Road, then heading north on Compton Road to Bayview Drive, then heading east to 175 East, then extending through the end of the cul-de-sac to Canyon View Drive (950 North), then heading east to Oakridge Drive, then heading north to Shannon Drive (1200 North), then heading north to North Compton Road, then heading west on Richards Way (1265 North), then heading north on Alice Lane (265 West), then following the east property line of the Forest Glen Subdivision north to the southern boundary line of the Compton's Pointe Subdivision, then following the western boundary line of the Shepard Heights Subdivision until reaching North Compton Road at 1800 North and extending north along North Compton Road to the city boundary.

C. Authorized Outdoor Fires: Authorized outdoor fires exempt from the prohibition set forth in subsection A of this section are:

1. Outdoor barbecue units;
2. Recreational fires in residential firepits where any combustible material is located at least thirty feet (30') from the edge of the firepit and where the fire is a minimum of ten feet (10') from all property lines only after receiving proper authorization from the Farmington City fire department; and
3. Burns conducted by farm and horticultural operations; provided, that such burns are contained and monitored at all times and are commenced only after receiving proper authorization from the Farmington City fire department.
  - a. For purposes of this section, a farm or horticultural operation is defined as:
    - (1) Fruit orchards of twenty five (25) or more fruit trees on a continuous two (2) acre parcel of property; or

(2) Agricultural activities of two (2) or more cultivated acres on single or contiguous parcels of property.

D. All authorized outdoor fires shall be located and managed to prevent fire spread and exposure to nearby structures, vegetation, and materials.

## CHAPTER 7-13

### OPEN BURNING AND OUTDOOR FIRES

#### 7-13-010: PURPOSE:

The purpose of this chapter is to protect life, property, air quality, neighboring properties, emergency access, and public welfare by regulating open burning, recreational fires, portable outdoor fireplaces, cooking fires, and similar outdoor burning activities within Farmington City. This chapter is intended to be interpreted in harmony with the fire code of Farmington City and other applicable city ordinances. In the event of conflict, the more restrictive provision shall govern.

#### 7-13-020: APPLICABILITY:

This chapter applies to all persons, properties, and outdoor burning activities within Farmington City unless otherwise exempted by law.

#### 7-13-030: DEFINITIONS:

For purposes of this chapter, the following terms shall have the meanings stated below:

ADOPTED FIRE CODE: The fire code of Farmington City, including the International Fire Code as adopted and amended by the State of Utah and as adopted by Farmington City, together with any applicable local amendments.

AHJ OR AUTHORITY HAVING JURISDICTION: The Farmington Fire Department, Fire Chief, Fire Marshal, or designee responsible for administration and enforcement of fire prevention requirements within Farmington City. This definition is consistent with the Fire Chief's authority for fire prevention in the City.

ATTENDED: Continuously monitored by a competent person of legal age who is physically present at the fire location and has immediate access to extinguishing capability sufficient to control or extinguish the fire.

COOKING FIRE: A fire used solely for the preparation of food for human consumption, including fires in charcoal grills, pellet grills, smokers, barbecues, and similar appliances.

OPEN BURNING: The ignition, combustion, or maintenance of fire outdoors where the products of combustion are emitted directly into the atmosphere without passing through a chimney or stack. Open burning includes, but is not limited to, the burning of weeds, grass, leaves, branches, tree trimmings, rubbish, garbage, paper, construction debris, demolition debris, land-clearing debris, or other combustible material outdoors.

PORTABLE OUTDOOR FIREPLACE: A commercially manufactured portable outdoor solid-fuel-burning device intended for outdoor recreational use, including devices commonly known as chimineas, patio fireplaces, fire bowls, and similar appliances.

RECREATIONAL FIRE: An outdoor fire for pleasure, religious, ceremonial, warmth, or similar customary outdoor leisure use that is not used for waste disposal and is conducted in compliance with this chapter and the adopted fire code.

RESPONSIBLE PERSON: Any person who kindles, authorizes, maintains, permits, or controls a fire on property, and any owner, occupant, tenant, or person in possession of the property where the fire occurs. This is intended to align with Farmington's existing responsible person enforcement framework.

WASTE BURNING: The outdoor burning of garbage, rubbish, trade waste, construction debris, demolition debris, land-clearing debris, household waste, packaging, discarded furniture, pallets, treated wood, asphalt products, roofing materials, plastics, rubber, or similar refuse.

NUISANCE BURNING: Any fire or burning activity that creates excessive smoke, offensive odors, soot, ash, flying embers, visibility hazards, respiratory irritation, fire spread risk, or other conditions that unreasonably interfere with neighboring properties or threaten life safety or property.

#### 7-13-040: GENERAL PROHIBITION

A person shall not ignite, authorize, allow, or maintain any open burning within Farmington City except as expressly allowed by this chapter, the adopted fire code, and other applicable law.

#### 7-13-050: OPEN BURNING PROHIBITED:

Open burning is prohibited unless specifically authorized in writing by the AHJ and otherwise allowed by state law.

#### 7-13-060: WASTE BURNING PROHIBITED:

A person shall not burn waste in an open fire. Prohibited materials include garbage, rubbish, yard waste for disposal, construction debris, demolition debris, land-clearing debris, trade waste, treated lumber, painted lumber, plastics, rubber, petroleum-based products, and similar refuse. This section is consistent with Farmington's existing prohibition on burning waste in open fires.

#### 7-13-070: RECREATIONAL FIRES ALLOWED WITH CONDITIONS:

Recreational fires may be allowed when all of the following conditions are met:

- A. The fire is not used for disposal of waste or vegetation;
- B. The fire is constantly attended;
- C. Adequate extinguishing means are immediately available;
- D. The fire is located and operated so that flames, radiant heat, smoke, and embers do not create a hazard to structures, combustible materials, vehicles, fences, utilities, or adjacent properties;
- E. The fire is not conducted during red flag conditions, burn restrictions, no-burn orders, high winds, inversion conditions, or other unsafe atmospheric or fuel conditions as determined by the AHJ;
- F. The fire does not create nuisance burning conditions; and
- G. The fire otherwise complies with the adopted fire code.

#### 7-13-080: PORTABLE OUTDOOR FIREPLACES:

Portable outdoor fireplaces may be used only when operated in accordance with the manufacturer's instructions, the adopted fire code, and this chapter. A portable outdoor fireplace shall not be used for waste burning.

#### 7-13-090: COOKING FIRES:

Cooking fires are permitted when used solely for food preparation and when operated in a safe manner. Cooking fires remain subject to extinguishment authority if they create a hazardous or nuisance condition.

#### 7-13-100: BURN BANS AND RESTRICTIONS:

The AHJ may prohibit, suspend, or restrict any outdoor burning activity, including recreational fires and portable outdoor fireplaces, whenever weather, drought, fuel

conditions, topography, air quality, staffing limitations, or other circumstances create an increased danger to life or property.

#### 7-13-110: IMMEDIATE EXTINGUISHMENT:

The AHJ may order any fire immediately extinguished whenever the fire:

- A. Violates this chapter or the adopted fire code;
- B. Creates a public safety hazard;
- C. Creates nuisance burning conditions;
- D. Threatens fire spread to structures, vegetation, vehicles, or other property;
- E. Is not attended; or
- F. Is maintained during prohibited weather or burn restriction conditions.

Any responsible person shall immediately comply with an order to extinguish a fire.

#### 7-13-120: PERMITS AND APPROVALS:

Where a permit or written approval is required by this chapter, the adopted fire code, state law, or any other applicable regulation, no person shall ignite or maintain the fire without first obtaining that permit or approval.

#### 7-13-130: LIABILITY AND RESPONSIBILITY:

Permission to conduct any allowed fire under this chapter does not relieve any person from responsibility for fire control, smoke impacts, property damage, suppression costs where otherwise recoverable by law, or compliance with any other city, county, state, or federal regulation.

#### 7-13-140: ENFORCEMENT:

- A. Violations of this chapter may be enforced through any lawful criminal or civil remedy available under the Farmington City Code.
- B. For violations of this chapter that occur under circumstances that do not rise to the level of reckless burning, arson or other violations of the Utah Code, a person is guilty of:
  - 1. For negligent open burning that results in an injury to any person or the property damage of another, a class C misdemeanor; and
  - 2. For any other violation of this chapter, an Infraction.
- C. Fines for violation of this chapter should be as designated on the Utah Uniform Fine Schedule published by Utah State Courts for violations of local ordinances, applicable at the time of the offense.

D. Any sentence or plea in abeyance arrangement for a criminally charged defendant under circumstances in which an individual was injured or property of another was damaged shall require an order of restitution for the full recovery of costs associated with the loss, unless otherwise waived by the person suffering the loss.

E. In lieu of criminal charges, the AHJ may issue notices of violation, civil citations, seek immediate enforcement where public safety requires, and treat each day a violation continues as a separate offense, consistent with existing City enforcement provisions.

**7-13-150: SEVERABILITY:**

If any subsection, sentence, clause, or phrase of this chapter is held invalid, the remaining portions shall not be affected.



## CITY COUNCIL STAFF REPORT

To: Mayor and City Council  
From: Brigham Mellor, City Manager  
Date: April 21, 2026  
Subject: Franchise Agreement with Qwest Corporation (dba CenturyLink QC)

### RECOMMENDATION(S)

This is being placed on the consent agenda. If it is removed for discussion, the recommended motion is: "I move that the City Council approve the attached franchise agreement with Qwest Corporation (dba CenturyLink QC).

### BACKGROUND

Franchise agreements allow utility providers to access the city right-of-way and easements to facilitate providing services to residents. The City is required to provide equal access to those areas to all providers. The agreement is attached for your review.

Respectfully submitted,

Brigham Mellor  
City Manager

**FARMINGTON CITY AND QWEST CORPORATION DBA CENTURYLINK QC  
FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT (“Franchise” or “Agreement”) is made and entered into on \_\_\_\_\_, 2026 by and between Farmington City, Utah, (hereinafter “City”) and Qwest Corporation dba CenturyLink QC, a Colorado limited liability company (hereinafter “Company”).

WITNESSETH:

WHEREAS, the City, pursuant to *Utah Code Ann.* §10-8-11, as amended, the City’s inherent Police Powers, Chapter 9-4 of the Farmington City Code, and other statutory authority, regulates the use of City Right-of-Way for the benefit of its residents; and

WHEREAS, the Company desires to provide certain telecommunication services within the City and in connection therewith to establish a telecommunications network in, under, along, over, and across present and future streets, alleys, easements, and Rights-of-Way of the City, consisting of telecommunication lines, cables, and all necessary appurtenances; and

WHEREAS, the City, in exercise of its ownership rights over and in the public streets, alleys, easements, and Rights-of-Way, believes that it is in the best interest of the public to provide to the Company and its successors a non-exclusive franchise to operate its business within the City; and

WHEREAS, the City and the Company have negotiated an arrangement whereby the Company may provide its services within the City, pursuant to the terms and conditions outlined in this Agreement and in Chapter 9-4 of the Farmington City Code and other relevant sections of the Farmington City Code, and subject to the further reasonable regulation under its police power; and

WHEREAS, this Agreement is intended to cover all Company telecommunications facilities within the City, whether existing or contemplated;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and other good and valuable consideration, City and Company agree as follows:

**ARTICLE I**

**FRANCHISE AGREEMENT AND ORDINANCE**

**1.1 Agreement.** Upon approval by the City Council, this Franchise Agreement shall be deemed to constitute a contract by and between City and Company.

- 1.2 Ordinance.** The City has adopted Chapter 9-4 “Franchise Rights-of-Way” (the “Ordinance”), and such Ordinance is incorporated herein by reference and made an integral part hereof.
- 1.3 Grant of Franchise.** The City hereby grants to Company and its successors and assigns the non-exclusive right, privilege, and franchise (the “Franchise”) to construct, maintain, and operate a Telecommunications System (hereinafter “Network”), in, under, along, over, and across the present and future streets, alleys, easements and Rights-of-Way of the City. The Franchise does not grant to the Company the right, privilege or authority to engage in the community antenna (or cable) television business although nothing contained herein shall preclude the Company from (1) permitting those lawfully engaged in such business to utilize Company’s facilities within the City for such purposes, or (2) from providing such service if an appropriate Franchise is obtained and all other legal requirements have been satisfied.
- 1.4 Financial Capability.** Company warrants that it has the financial capability to construct, maintain, and operate a telecommunications network and to otherwise comply with the provisions of this Agreement.
- 1.5 Relationship; Joint Facilities Agreement.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with the other. The Franchise does not grant Company the right to use City poles, conduit, or other facilities. The use of such facilities shall be governed by a separate Pole Attachment and Conduit Occupancy Agreement.
- 1.6 Records Inspection.** The records of the Company pertaining to the reports, plans, designs, and payments required by this Franchise, including, records necessary to calculate or confirm Gross Revenues, as defined herein, shall be open for inspection by the City and its duly authorized representatives at all reasonable business hours of the Company, provided Company is given reasonable notice and a Non-Disclose Agreement (“NDA”) is executed between the Company and the City to ensure such information shall be treated as a trade secret of the Company pursuant to section 63G-2-305(1) and 63G-2-309 of the Utah Code.
- 1.7 Definitions.** The words, terms, and phrases which are used herein and in the Ordinance shall have their ordinary plain meaning unless the word, term, or phrase is expressly defined herein. Words, terms, and phrases which are not specifically defined herein, but are defined in 47 U.S.C. Section 153, or its successor, shall have the technical meaning provided by that section as of the date of this agreement. The following words, terms, and phrases when used herein shall have the following meanings:

“City Council” means the City Council of Farmington City.

“Customer” means a person or user of the Company’s telecommunications Network who lawfully receives telecommunications services directly from the Company.

The term “Facilities” or “facilities” when used in this Agreement means all or a portion of Company’s Telecommunications System.

“Gross Revenues” means gross receipts from telecommunications services Tax Act, U.C.A. §10-1-402. attributed to customers within the City, without regard to the billing address of the customer, as more particularly set forth in the Municipal Telecommunications License Tax Act.

“Network” means a Network of telecommunications lines and cables (including without limitation fiber-optic and copper lines and cables), together with necessary and desirable appurtenances (including underground and above-ground conduits and structures, poles, towers, wire, and cable) for its own use for the purpose of providing telecommunications services to the City, the inhabitants thereof, and persons and corporations beyond the limits thereof.

“Public Improvement” means any existing or contemplated public facility, building, or capital improvement project, including without limitation streets, alleys, sidewalks, sewer, water drainage, Right-of-Way improvements, poles, lines, wires, conduits, and Public Projects.

“Public Project” means any project planned or undertaken by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature.

“Rights-of-Way” includes present and future City streets, alleys, rights-of-way, and public easements, including easements dedicated in plats of the City.

## ARTICLE II

### TERM AND RENEWAL

- 2.1 Term and Renewal.** The Franchise granted to Company shall be for a period of fifteen (15) years commencing on the date this Agreement is executed, unless this Franchise be sooner terminated as herein provided. At the end of the initial fifteen (15) year term the Franchise may be renewed by Company upon the same terms and conditions as contained in this Agreement, so long as Company is in compliance with the provisions of this Agreement, for an additional fifteen (15) year term, by providing to the City’s representative, not less than ninety (90) calendar days before the expiration of the initial franchise term, written notice of Company’s intent to renew. If *Utah Code Ann.* § 10-1-403, is changed, the parties shall amend, upon its renewal, this Agreement to conform to the new statutory limit.

2.2 The City may continue to invoke any or all provisions of this Franchise against Company or any successor entity enjoying de facto franchise privileges after expiration or revocation. The City and the Company will work together to take all other actions deemed necessary and proper by the City to accommodate the transition to any successor as may be in the best interest of the City or its inhabitants and the Company.

### ARTICLE III

#### CONSIDERATION AND PAYMENT

3.1 **Franchise Fee.** For and in consideration of the Franchise, and as fair and reasonable compensation to the City for the use by the Company of the City's Rights-of-Way, the Company agrees:

- a. To pay the municipal telecommunications license tax (the "Municipal Telecommunications Tax" or "Franchise Fee") authorized pursuant to the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, *Utah Code Annotated* 1953, as amended, and imposed and levied pursuant to Farmington City Code, Chapter 5-7, (collectively the "Municipal Telecommunications Tax Laws"). Such Franchise Fee shall be calculated in the manner provided in the Municipal Telecommunications Tax Laws, and shall be paid by the Company to the Utah State Tax Commission, as agent for the City under an Interlocal Cooperation Agreement by and among the City, the Utah State Tax Commission, and others, at the times and in the manner prescribed in the Municipal Telecommunications Tax Laws, and any rules and regulations promulgated thereunder. Compliance by the Company with the terms and provisions of the Municipal Telecommunications Tax Laws, and any rules and regulations promulgated thereunder, shall satisfy all requirements of this Agreement with respect to the calculation and payment of the Franchise Fee.
- b. Intentionally Omitted..

3.2 **Reconciliation.** Within thirty (30) calendar days after the filing of any report or the making of any payment, or within such reasonable additional time as the City may request, the City shall examine such report or payment, determine the accuracy thereof, and, if the City finds any errors, report such errors to the Company for correction. If the Franchise Fee as paid shall be found deficient, the Company shall promptly remit the difference, and if the Franchise Fee as paid shall be found excessive, the City shall promptly refund the difference. Neither payment of the Franchise Fee nor failure to make such investigation shall be deemed to estop the City or the Company in any way or prevent subsequent investigation by either and collection or return of any amount properly due. Payment and acceptance of a franchise fee shall not operate to excuse the Company from any other obligations of the Company in this Agreement.

3.3 **Extensions Not Statute of Limitation or Repose.** The aforesaid 30-day notice period is not intended and shall not act as a statute of limitation or repose, which limitation periods shall be governed by Utah Law.

- 3.4 City Financial Review.** The Manager or the Manager’s designee, as City Representative may undertake a financial review of Company’s payment of its Franchise Fees. The failure or omission to conduct a financial review shall not constitute any waiver or estoppel.
- 3.5 Delinquency.** Failure to make any payment within thirty (30) calendar days of the applicable payment date shall constitute breach of the terms of this Agreement and constitute just cause for termination as provided in Section 11.1 of this Agreement.
- 3.6 Revenue Report Following Termination.** In the event this Agreement or the Franchise should be terminated, forfeited, or determined to be void or invalid by any order or decree by a court of competent jurisdiction, the Company, not later than thirty (30) calendar days following a written request by the City, showing the Gross Revenues of the Company in the City for the time elapsed since the last period for which the Company has paid the Franchise Fee. Contemporaneously with the submission of the report, the Company shall pay to the Utah State Tax Commission, the Franchise Fee due and owing to the City for such period.
- 3.7 Audits.** For the purpose of verifying the correct amount of the Franchise Fee, the books and records of Company pertaining thereto shall, subject to an NDA, be open to inspection or audit by duly authorized representatives of Farmington City, during business hours, but not more than once in a twelve (12) month period, upon giving at least twenty (20) business days advance written notice of the intention to inspect or audit said books and records; provided, however that any such inspection shall take place within three (3) year from the date the City receives such payment, after which period any such payment shall be considered final. Upon completion of any such audit, the City shall provide to the Company a final report setting forth the City’s findings in detail, including any substantiating documentation. In the event of an overpayment by the Company, the City shall refund the overpayment to the Company within thirty (30) days. In the event of an alleged underpayment, the Company shall have thirty (30) days from the date of receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports the parties shall attempt to establish a “Finally Settled Amount.” For purposed of this Section, the term “Finally Settled Amount” shall mean the agreed upon underpayment or overpayment which shall be paid by the prevailing party as a result of the audit. If the parties cannot agree on a “Final Settlement Amount,” the parties shall submit the dispute to a mutually agreed upon mediator within thirty (30) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law. Any Finally Settled Amount shall be paid by the Company to the City or by the City to the Company in the case of an overpayment within thirty (30) days from the date the parties agree on the Finally Settled Amount. Additionally, The Company agrees to reimburse the City the reasonable costs of an audit if the audit discloses and the Finally Settled Amount reflects that the Company had paid ninety percent (90%) or less of the compensation due the City for the period of such audit. Once the Finally Settled Amount is paid by the Company,

the City shall have no further rights to audit or challenge the payment for the period included in the audit.

## ARTICLE IV

### USE AND RELOCATION OF FACILITIES IN THE PUBLIC RIGHT-OF-WAY

- 4.1 Franchise Rights to Use the Public Right-of-Way.** The Company shall have the right to use the public Rights-of-Way within the City to construct and maintain its Network subject to the conditions set forth in this Agreement, including the provisions of Chapter 9-4 of the Farmington City Code, which are hereby incorporated by reference; provided, however, that the Company shall not, pursuant to this Agreement, place any new poles, mains, cables, structures, pipes, conduits, or wires on, over, under, or within any Right-of-Way, City park, pleasure ground, or other recreational area currently existing or developed in the future without a permit from the City Representative. Nothing contained herein shall preclude the City from granting a permit for such purpose. In addition, Company shall have the right to utilize any easements across private property granted to the City for utility purposes, provided the City's written permission is obtained in each case and the documents granting such easements to the City authorize such use. Company specifically understands and acknowledges that certain City easements and Rights-of-Way may be prescriptive in nature, and that nothing in this Franchise extends permission to use the easement or Right-of-Way beyond the extent that the City may have acquired, and such easements and Rights-of-Way may be subject to third party prior or after-acquired interests. The City assumes no duty or obligation to defend any interest in any easement or Right-of-Way and Company remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the City easement or Right-of-Way.
- 4.2 Company Duty to Relocate; Subordination to City Use.** Whenever the City, for any lawful public purpose within the City's police power, shall require the relocation or reinstallation of any property of the Company in any of the streets, alleys, Rights-of-Way, or public property of the City, it shall be the obligation of the Company, upon notice of such requirement and written demand made of the Company, and within a reasonable time thereof, but not less than one-hundred and twenty (120) calendar days, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of the City, except that the Parties may agree to abandon the facilities in place in lieu of relocation. Any relocation, removal, or reinstallation by the Company shall be at no cost to the City, except when (1) such relocation is required to commercially benefit a third party, or (2) to the extent the relocation is required for beautification or aesthetic purposes; provided, however, that the Company and its successors and assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Notwithstanding the foregoing, the duty of the Company to install or relocate its lines underground shall be subject to the provisions of paragraph 5.3 below. Any money and all rights to reimbursement from the State of Utah, the federal government, or other public funds to which the Company may be entitled for work done

by Company pursuant to this paragraph shall be the property of the Company. The City shall assign or otherwise transfer to the Company all rights the City may have to recover costs for such work performed by the Company and shall reasonably cooperate with the Company's efforts to obtain reimbursement. If the City has required the Company to relocate its facilities to accommodate a private third party, the Company shall be entitled, and the City shall use good faith, to require such third party to pay the costs of relocation. The Company may require payment of such costs from the third party in advance of the relocation. Notwithstanding anything to the contrary herein, the Company's use of the Right-of-Way shall in all matters be subordinate to the City's use of the Right-of-Way for any public purpose, excluding for the benefit of a private third-party. The City and Company shall coordinate the placement of their respective facilities and improvements in a manner which minimizes adverse impact on each other. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such Public Improvements so as not to impact or be impacted by such Public Improvements.

**4.3 Duty to Obtain Approval to Move Company Property; Emergency.** Except as otherwise provided herein, the City, without the prior written approval of the Company, shall not intentionally alter, remove, relocate, or otherwise interfere with any Company facilities. If it becomes necessary (in the reasonable judgment of the Mayor, City Council, City Manager, City Engineer, Fire Chief, Police Chief, or their designees) to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Company action will be taken to contact the Company's Network Operations Center at (877) 453-8353 or local emergency contacts before the City, or any City representative, cuts, moves, removes, or damages any of the cables appliances or other fixtures of the Company. The Company agrees to provide an updated emergency contact list on an annual basis. In the event of an Emergency, the City may take action without prior written approval of the Company, and the repairs thereby rendered necessary shall be made by the Company, without charge to the City. In such event, the City shall notify the Company as soon as reasonably possible of the Emergency and the actions taken by the City in response thereto. Should the City take actions pursuant to this section, the Company shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liens, or liability for (a) loss or damage to the Company's property and/or (b) interruptions of telecommunications services provided by the use of or through the Company's property (including telecommunications services provided by the Company to the Company's Customers), whether such claims, demands, liens, or liability arise from or are brought by the Company, its insurers, or the Company's Customers. If, however, the City requests emergency funding reimbursement from federal, state or other governmental sources, the City shall include in its request the costs incurred by the Company to repair facilities damaged by the City in responding to the emergency. Any funds received by the City for the repair of the Company's facilities or on behalf of Company shall be paid to the Company within thirty (30) business days. For purposes of this Section, 'Emergency' means a sudden and unforeseen situation creating an imminent and immediate threat of death or serious bodily harm to any person, such that delay in action would reasonably be expected to result in loss of life or substantial physical injury. An Emergency does not include situations involving only risk to property or general service disruption.

## ARTICLE V

### PLAN, DESIGN, CONSTRUCTION, INSTALLATION OF COMPANY FACILITIES

- 5.1 Coordination of Construction and Joint Use.** On or before February 28, May 31, August 31, and November 30 of each calendar year, or such other date the Company and City may agree upon from year to year, and upon written request of the City, the Company's and the City's representatives will meet (the "Quarterly Coordination Meeting") for the purpose of exchanging information and documents regarding future construction of Company's facilities within the City, with a view toward coordinating their respective activities. Information to be exchanged shall include, without limitation, engineering drawings or other detailed maps of the proposed locations of construction or installation of telecommunication facilities, which shall remain in the possession of the Company. The Company, the City Engineer, and the Community Development Director shall thereafter in good faith exchange other information and documents regarding the proposed construction for the purpose of coordinating the joint and respective activities within the City. Information regarding future capital improvements involving land acquisition or construction or installation of telecommunication facilities shall be treated with confidentiality as governed, and to the extent authorized, by City ordinance and the Government Records Access and Management Act.
- 5.2 Conditions of Public Utility Easement, Right-of-Way and Street Occupancy.**
- a. Except as provided below, the Company shall not erect, authorize, or permit others to erect any net new poles within the streets of the City for the operation of Company's Network, but shall use the existing poles and facilities of other utility providers under such terms as the Company negotiates with City and these other entities in separate "joint facilities" agreements. City shall cooperate with Company in its negotiating with other utility providers.
  - b. Intentionally omitted.
  - c. No net-new cables, equipment, or wires for construction, maintenance, and operation of the Network shall be installed or the installation thereof commence on any existing pole within the City until the proposed location, specifications, and manner of installation of such cables, equipment, and wires are set forth upon an engineering drawing, plot, or map showing the existing poles, streets, alleys, or highways where such installations are proposed. The drawing, plot, or map shall be submitted to the City Engineer and reviewed for approval or disapproval within a reasonable time in writing. Such approval shall not be unreasonably withheld. The Company shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses or other forms of approval or authorization necessary to construct, maintain, upgrade or repair the system,

including but not limited to any necessary approvals from persons and/or the City to use private property, easements, poles and conduits.

- d. If, in the conduct of its business, the Company is required to locate facilities in the streets of the City, other than facilities that may be attached to utility poles, the nature of such facilities shall be disclosed to the City for prior review and approval, not to be unreasonably withheld, as to the need thereof and as to the location within the street. The installation shall be made under such conditions as the City Engineer shall prescribe.
- e. The Company, at its own expense, may, and is solely responsible to, trim trees overhanging the public Rights-of-Way of the City to prevent the branches of such trees from coming in contact with the Company's wires and cable. The Company agrees that all trimming will be directed by a licensed or certified arborist, and shall be completed in conformance with Chapter 11-42 of the Farmington Municipal Code and the Farmington City Urban Forestry Standards and Specifications, as amended. The Company shall ensure that notice is provided to abutting property owners by delivering a written communication to the property owner by either: (1) personally delivering notice to an occupant of the building, or (2) posting at an entry point to the property. Written notice shall be provided at least twenty-four hours in advance of trimming, except in exigent circumstances. In the case of exigent circumstances, such as a broken limb caught on an overhanging wire, reasonable notice to the property owner shall be provided as soon as is practical under the circumstances. Company shall immediately remove the trimmings and restore the area to its previous condition.
- f. The Company, on the request of any person holding a building moving permit issued by the City, shall temporarily raise or lower its wires to permit the moving of such building. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the Company may require such payment in advance. The City agrees to provide prior written notice of the necessity to move the wires as far in advance as possible; provided in no event shall the City give less than fifteen (15) business days advance notice.

**5.3 Duty to Underground.** The Company shall be required to comply with the rules and regulations of the Public Service Commission in regard to the installation of underground lines. In addition, the Company shall comply with rules and regulations adopted by the City for the placement of newly constructed Network lines underground; provided, however, Company shall only be required to place newly constructed Network lines underground to the extent that underground placement is also required of all other existing and newly constructed utility companies at that location with the City. If all other utilities are required to relocate underground in any place within the City after the Company has installed its facilities, the Company shall thereafter remove and relocate its facilities underground in such places in a reasonable time as mutually agreed upon between the City and the Company. Where utilities are underground, the Company may

locate certain equipment above ground upon a showing of necessity and with the written approval from the City.

- 5.4 Company Duty to Comply with Rules and Regulations.** New facilities located on, upon, over, and under property in which the City has an ownership interest shall be constructed, installed, maintained, cleared of vegetation, renovated, or replaced in accordance with such rules and regulations as the City may reasonably issue. Except when infeasible due to exigent circumstances related to the health, safety, and welfare of the public, the Company shall acquire permits in accordance with such rules and regulations and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance.
- 5.5 Compliance with Pollution Laws.** Company shall ensure that its facilities within the City meet any standards required by applicable federal and state air and water pollution laws.
- 5.6 Compliance with Applicable Laws.** All telecommunications lines, poles, towers, pipes, conduits, equipment, property, and other structures or assets installed, used, maintained, relocated, or dismantled under color of this Agreement shall be so installed, used, operated, tested, maintained, relocated, or dismantled in accordance with applicable federal, state, and City law and regulations, including but not limited to the most recent editions of the National Electrical Code, the National Electrical Safety Code, and the Fiber Optic Cable Installation Standard of the Telecommunications Industry Committee, or such substantive equivalents as may hereafter be adopted or promulgated.
- 5.7 Location to Minimize Interference.** All lines, poles, towers, pipes, conduits, equipment, property, structures, and assets of the Company shall be located so as to minimize interference with the use of streets, alleys, Rights-of-Way, and public property by others and shall reasonably avoid interference with the rights of owners of property that abuts any of said streets, alleys, Rights-of-Way, or public property. This section shall not be construed to require a relocation of permitted and correctly installed facilities.
- 5.8 Repair of Damage.** If during the course of work on its facilities, the Company causes damage to or alters any street, alley, Rights-of-Way, sidewalk, utility, Public Improvement, or other public or private property, the Company (at its own cost and expense and in a manner approved by the City) shall promptly and completely restore such street, alley, Rights-of-Way, sidewalk, utility, Public Improvement or other public or private property to its condition immediately prior to such damage, in accordance with applicable City ordinances, policies, and regulations relating to repair work of similar character. Except in case of emergency, the Company, prior to commencing work in the public way, street, or public property, shall make application for a permit to perform such work from the City Engineer or other department or division designated by the City. Such permit shall not be unreasonably withheld. The Company shall abide by all reasonable regulations and requirements of the City for such work.
- 5.9 Guarantee of Repairs.** For a period of one year following the completion of the repair work performed pursuant to Section 5.8, the Company shall maintain, repair, and keep in

good condition those portions of said streets, alleys, Rights-of-Way, or public and private property restored, repaired, or replaced by the Company, to the satisfaction of the City. This section does not apply to damage inflicted upon the Company's repair work by third parties, including work performed by other franchisees.

**5.10 Safety Standards.** The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required by applicable safety regulations, or standards imposed by law and included in the requirements of the permits issued by the City, including, but not limited to, signing in conformance with the Federal and State of Utah manuals on Uniform Traffic Control Devices.

**5.11 Supervision by the City.**

- a. The Company shall construct, operate, and maintain the Network within the City in strict compliance with all laws, ordinances, rules, and regulations of the City and any other agency having jurisdiction over the operations of the Company.
- b. The Company's Network and all parts thereof within the City shall be subject to the right of periodic inspection by the City; provided that such inspection shall be conducted at reasonable times and upon reasonable notice to the Company.

**5.12 Notice of Closure of Streets.** Except in cases of emergency, the Company shall notify the City not less than three (3) working days in advance of any construction, reconstruction, repair, or relocation of facilities which would require any street or lane closure. Except in the event of an emergency, as reasonably determined by the Company, no such closure shall take place without prior authorization from the City. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected as required by Section 5.10, above.

## ARTICLE VI

### POLICE POWER

**6.1 Reservation of Police Power.** The City expressly reserves, and the Company expressly recognizes, the City's right and duty to adopt, from time to time, in addition to the provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

**6.2 Other Regulatory Approval.** The Company and the City shall at all times during the life of this Franchise, comply with all federal, state, and City laws and regulations and with such reasonable and lawful regulation as the City now or hereafter shall provide, including all lawful and reasonable rules, regulations, policies, resolutions and ordinances

now or hereafter promulgated by the City relating to permits and fees, sidewalk and pavement cuts, attachment to poles, utility location, construction coordination, beautification, and other requirements on the use of the Right-of-Way. The terms of this Franchise shall apply to all the Company's facilities used, in whole or part, in the provision of telecommunications services in newly annexed areas upon the effective date of such annexation. Company shall provide no service regulated by the Federal Communications Commission (FCC) or Utah Public Service Commission (PSC) until it has received all necessary approvals and permits from said commissions. Nothing in this Agreement shall constitute a waiver of either party's right to challenge any portion of this Agreement which is not in accordance with applicable federal, state and local laws.

## ARTICLE VII

### CITY REPRESENTATIVES

- 7.1 City Manager's Duties and Responsibilities.** The City Manager is hereby designated as the "City Representative" with full power and authority to take appropriate action for and on behalf of the City and its inhabitants to enforce the provisions of this Agreement and to investigate any alleged violations or failures of the Company to comply with said provisions or to adequately and fully discharge its responsibilities and obligations hereunder. The City Manager may delegate to others, including but not limited to, the City Attorney, City Engineer, and City Finance Director, the various duties and responsibilities of City Representative. The failure or omission of the Manager or the Manager's designee(s) as City Representative to act shall not constitute any waiver or estoppel.
- 7.2 Company Duty to Cooperate.** In order to facilitate such duties of the City Representative, the Company will allow reasonable access to the Company's Network within the City's public Rights of Way provided the City provides three (3) working days advance notice, and any such access is supervised by the Company at all times. Failure of the Company to provide supervision for all times during which the City will access the Network during access for which notice was given under this section, shall excuse the requirement that access be supervised by the Company during those times.
- 7.3 No Waiver or Estoppel.** Neither the City nor the Company shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other or any of its officers, employees, or agents, upon any one or more occasions, to insist upon or to seek compliance with any of such terms and conditions.

## ARTICLE VIII

### TRANSFER OF FRANCHISE

- 8.1 Written Approval Required.** The Company shall not transfer or assign the Franchise or any rights under this Agreement to another entity, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned, or

delayed except for in the instance of a sale, merger, or acquisition. Any attempted assignment or transfer without such prior written consent shall constitute a Default of the Franchise. In the event of such a Default, City shall proceed according to the procedure set forth in this Agreement, and any applicable state or federal law. Notwithstanding anything to the contrary herein, so long as Company is in full compliance with this Agreement, this Agreement, without any approval or consent of City, may be sold, assigned or transferred by the Company to the Company's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of Company's assets in the market defined by the FCC in which the Network is located by reason of a merger, acquisition or other business reorganization.

**8.2 Procedure for Obtaining Approval for Transfer.** At least ninety (90) calendar days before a proposed assignment or transfer of Company's Franchise is scheduled to become effective, Company shall petition in writing for the City Council's written consent for such a proposed assignment or transfer. The City will not unreasonably withhold its consent to such an assignment or transfer. However, in making such a determination, the City Council may consider any or all of the following:

- (a) experience of proposed assignee or transferee (including conducting an investigation of proposed assignee or transferee's service record in other communities);
- (b) qualifications of proposed assignee or transferee;
- (c) legal integrity of proposed assignee or transferee;
- (d) financial ability and stability of the proposed assignee or transferee;
- (e) the corporate connection, if any, between the Company, and proposed assignee or transferee; and
- (f) any other aspect of the proposed assignee's or transferee's background which could affect the health, safety, and welfare of the citizenry of the City as it relates to the operation of a telecommunications network.

**8.3 Certification of Assignee.** Before an assignment or transfer is approved by the City Council, the proposed assignee or transferee shall execute an affidavit, acknowledging that it has read, understood, and intends to abide by the applicable Franchise Agreement and all applicable laws, rules, and regulations.

**8.4 Effect of Approval.** In the event of any approved assignment or transfer, the assignee or transferee shall assume all obligations and liabilities of Company, except an assignment or transfer shall not relieve the Company of its liabilities under the Franchise Agreement until the assignment actually takes place, unless specifically relieved by federal, or state law, or unless specifically relieved by the City Council at the time an assignment or transfer is approved.

**8.5 Transfer Upon Revocation by City.** Company and City agree that in the case of a lawful revocation of the Franchise, at Company's request, which shall be made in its sole discretion, Company shall be given a reasonable opportunity to effectuate a transfer of its Network to a qualified third party. City further agrees that during such a period of time,

it shall authorize the Company to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period greater than six (6) months from the effective date of such revocation. If at the end of that time, Company is unsuccessful in procuring a qualified transferee or assignee of its Network which is reasonably acceptable to the City, Company and City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that Company's continued operation of its Network during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment, of any rights of either the City or the Company. Notwithstanding anything to the contrary set forth herein, neither City nor Company shall be required to violate federal or state law.

- 8.6 Abandonment of Facilities by Company.** The Company may abandon any underground facilities in place, subject to the reasonable requirements of the City. The Company shall be required to provide written notification to the City of the abandonment, including the location of any facilities abandoned. In such an event, the abandoned Network shall become the property of the City, and the Company shall have no further responsibilities or obligations concerning those facilities.

## ARTICLE IX

### ACCEPTANCE BY THE COMPANY OF FRANCHISE

**Company Duty to Approve Franchise Agreement.** The Company shall, within sixty (60) calendar days after the approval of this Agreement by the City Council, execute this Agreement and provide a fully executed copy to the City. Execution of this Agreement by the Company shall be deemed to be an unqualified acceptance of the Agreement and acknowledgment of the provisions of Title 9 Chapter 4 of the City's Ordinances.

## ARTICLE X

### EXTENSION OF CITY LIMITS

**Annexations.** Upon the annexation of any territory to the City, all rights hereby granted and the Franchise shall extend to the territory so annexed to the extent the City has authority. All facilities owned, maintained, or operated by the Company located within, under, or over streets of the territory so annexed shall thereafter be subject to all terms hereof.

## ARTICLE XI

### TERMINATION OR REVOCATION OF FRANCHISE

- 11.1 Grounds for Termination.** The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

- a. The Company fails to make timely payments of the Franchise Fee as required under Article III of this Agreement and does not correct such failure within sixty (60) business days after receipt of written notice by the City of such failure;
- b. The Company, by act or omission, materially violates a duty or obligation herein set forth in any particular within the Company's control, and with respect to which redress is not otherwise herein provided. In such event, the City may, after providing at least thirty (30) days written notice to the Company, conduct a hearing on the alleged violation by or through its City Council. Upon conclusion of the hearing, the City Council may determine that such failure is of a material nature, and, thereupon, provide written notice giving the Company notice of such determination. The Company, within ninety (90) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it commences efforts to remedy the conditions. After the expiration of such ninety-day period and failure to correct such conditions, the City may declare the Franchise forfeited, and, thereupon, the Company shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and, provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the ninety-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure. In such case, the Company shall provide a written notification of the need for additional time at the commencement of efforts to remedy the conditions, which written notice shall provide the time-frame that is required to complete the correction;
- c. The Company becomes insolvent, unable, or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Company within thirty (30) calendar days;
- d. The Company ceases to operate the Network for a continuous period of twelve months, and does not respond to written notice from the City within thirty (30) days after receiving such notice following any such cessation, except when the cessation of service is a direct result of a natural or man-made disaster; or

**11.2 Reserved Rights.** Nothing contained herein shall be deemed to preclude the Company from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

**11.3 Company's Duty to Remove Its Network.**

- a. Except as otherwise provided in Section 8 above, the Company shall within ninety (90) days remove or abandon, at its own cost and expense, from any public

property within the City, all or any part of the Network when the Franchise is terminated or revoked pursuant to notice as provided herein.

- b. The Company's removal of any or all of the Network that requires trenching or other opening of the City's streets shall be done only after the Company obtains prior written notice and approval from the City.
- c. Immediately upon such removal of the Network, all streets, avenues, alleys, and other public ways and grounds from which the Network was removed shall be restored to as good a condition as the same were immediately before the removal.

## ARTICLE XII

### INSURANCE AND INDEMNIFICATION

- 12.1 No City Liability.** Except as otherwise specifically provided herein, the City shall in no way be liable or responsible for any loss or damage to property, including financial or other business loss (whether direct, indirect, or consequential), or any injury to or death of any person that may occur in the construction, operation, or maintenance by the Company of its lines and appurtenances hereunder, except to the extent of the City's negligence or willful misconduct.
- 12.2 Company Indemnification of City.** The Company shall indemnify, hold harmless, and at the City's option defend and hold the City, and the officers, agents, boards, and employees thereof, harmless from and against any and all third party claims, suits, actions, liability and judgments for damages or otherwise harmless from and against claims, demands, liens, and all liability or damage of whatsoever kind (including accidental death) to the extent, arising from, the exercise by the Company of the rights related to this Agreement, or from the operations of the Company within the City, and shall pay the costs of defense plus reasonable attorneys' fees. Said indemnification shall include, but not be limited to, the Company's negligent acts or omissions pursuant to its use of the rights and privileges of this Agreement, including construction, operation, and maintenance of telecommunications lines and appurtenances, whether or not any such use, act, or omission complained of is authorized, allowed, or prohibited by this Agreement. The City shall give the Company written notice of its obligation to indemnify the City within a reasonable time of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Company shall not indemnify the City, and the officers, agents, boards, and employees thereof, for any damages, liability or claims resulting from the willful misconduct or negligence of the City, and the officers, agents, boards, and employees thereof. In no event shall either party be liable to the other for any indirect, incidental, special, punitive or consequential damages whatsoever, arising out of, or in connection with, this agreement, including but not limited to loss of profits, lost revenue, loss of goodwill, loss of anticipated savings, loss of data. If a Court of competent jurisdiction adjudges, by final decree, that the City is liable for any damages

that are covered by and not excluded under this indemnity provision, the Company shall indemnify and hold the City harmless of and from any such judgment or liability, including any court costs, expenses, and attorney fees incurred by the City in defense thereof.

- 12.3 Notice of Indemnification.** The Company shall give prompt written notice to the City of any claim, demand, or lien that may result in a lawsuit against the City. City shall give written notice to Company promptly after City learns of the existence of Claim for which City seeks indemnification; provided, however, the failure to give such notice shall not affect the rights of City, except and only to the extent the Company is prejudiced by such failure. The Company shall have the right to employ counsel reasonably acceptable to the City to defend against any such Claim. If such counsel will represent both the Company and City, there may be no conflict with such counsel's representation of both. No settlement of a Claim may seek to impose any liability or obligation upon the City other than for money damages. If Company fails to acknowledge in writing its obligation to defend against or settle such Claim within fifteen (15) days after receiving notice thereof from the City (or such shorter time specified in the notice as the circumstances of the matter may dictate), the City shall be free to dispose of the matter, at the expense of Company (but only if indemnification is adjudged to be proper), in any way in which the City deems to be in its best interest. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend, or hold the City harmless to the extent any claim, demand, or lien arises out of or in connection with a breach by the City of any obligation under this Agreement or any negligent or otherwise tortious act or failure to act of the City or any of its officers or employees or agents.
- 12.4 Insurance.** Company shall file a certificate of insurance with the City, and at all times thereafter maintain in full force and effect at its sole expense, an acceptable policy or policies which have one of the three highest or best ratings from the Alfred M. Best Company of liability insurance, including comprehensive general liability insurance. The policy or policies shall name as additional insured the City, and in their capacity as such, its officers, agents and employees. Policies of insurance shall be in the minimum single limit amount of two million dollars (\$2,000,000) per occurrence. The insurer or insurers shall be authorized to write the required insurance in the State of Utah. The policy or policies of insurance shall be maintained by the Company in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of the Company or for other reasons, except after thirty (30) calendar days advance written notice mailed by the insurer to the City, and that such notice shall be transmitted postage prepaid.
- 12.5 Own Counsel.** Nothing herein shall be deemed to prevent the parties indemnified and held harmless herein from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve the Company from its duty of defense against liability or paying any judgment entered against such party.

**12.6 No Creation of a Private Cause of Action.** The provisions set forth herein are not intended to create liability for the benefit of third parties but is solely for the benefit of the Company and the City.

**12.7 Performance Bonds and Other Surety.** To ensure completion of the Company's performance of its obligations hereunder, Company shall furnish to the City a commercially reasonable performance bond.

## ARTICLE XIII

### REMEDIES

**13.1 Duty to Perform.** The Company and the City agree to take all reasonable and necessary actions to assure that the terms of this Agreement are performed.

**13.2 Remedies at Law.** In the event the Company or the City fail to fulfill any of their respective obligations under this Agreement the City or the Company, whichever the case may be, shall have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

**13.3 Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Company. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

**13.4 Force Majeure.** The Company shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, pandemics, endemics, or other events reasonably beyond its ability to control, but the Company shall not be relieved of any of its obligations to comply promptly with any provision of this Franchise contract by reason of any failure of the City to enforce prompt compliance.

## ARTICLE XIV

### NOTICES

**City and Company Designees and Addresses.** Unless otherwise specified herein, all notices between the City and the Company pursuant to or concerning this Agreement or the Franchise shall be delivered to (or to such other offices as the City or Company may designate by written notice to the other Party):

City:

Farmington City  
Attn: City Manager  
160 S. Main  
Farmington, UT 84025

**With copies to (which shall not constitute notice):**

Company:

Qwest Corporation dba CenturyLink QC  
Attn: ROW/DF  
931 14th St  
Denver, CO, 80204

**With a copy to (except for invoices) (which copy will not constitute notice):**

Qwest Corporation dba CenturyLink QC  
Attn: Legal  
931 14th St  
Denver, CO

## ARTICLE XV

### CHANGING CONDITIONS

**Meet to Confer.** The Company and the City recognize that many aspects of the telecommunications business are currently the subject of discussion, examination, and inquiry by different segments of the industry and affected regulatory authorities, and that these activities may ultimately result in fundamental changes in the way the Company conducts its business. In recognition of the present state of uncertainty respecting these matters, the Company and the City each agree, on request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

## ARTICLE XVI

### AMENDMENT AND GENERAL PROVISIONS

- 16.1 Duty to Negotiate.** At any time during the term of this Agreement, the City, through the City Council, or the Company may propose amendments to this Agreement by giving thirty (30) calendar days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, shall negotiate, within a reasonable time, in good faith in an effort to agree upon mutually satisfactory amendment(s). The City shall not seek an amendment from the Company unless it is requiring a similar amendment from the other similarly-situated utility companies.
- 16.2 Written Approval to Amend Agreement Required.** No amendment or amendments to this Agreement shall be effective until mutually agreed upon by the City and the

Company, and an ordinance or resolution approving such amendments is approved by the City Council.

- 16.3 Entire Agreement.** This Agreement and all attachments hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and can be amended, supplemented, modified, or changed only by the written agreement of the parties, including the formal approval of the City Council.
- 16.4 Governing Law.** This Agreement and any action related to this Agreement will be governed the laws of the State of Utah.
- 16.5 Joint Drafting.** The Parties acknowledge that this Agreement has been drafted jointly by the Parties and agree that this Agreement will not be construed against either Party as a result of any role such Party may have had in the drafting process.

## ARTICLE XVII

### SEVERABILITY

- 17.1 Conditions.** If any section, sentence, paragraph, term, or provision of this Agreement or the Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority including any state or federal, legislative, regulatory, or administrative authority having jurisdiction thereof or determined to be unconstitutional, illegal, or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision hereof or thereof, all of which shall remain in full force and effect for the term of this Agreement and the Ordinance or any renewal or renewals thereof, except for Article III hereof or any provision that has a material adverse effect on the economic or legal substance of this Agreement. The parties do not waive their right to assert that the obligations contained herein, including those obligations contained in Article III arise as a matter of contract and are not otherwise conditioned.
- 17.2 Conflicts.** In the event of a conflict between any provision of this Agreement and the Ordinance, the provisions of the Ordinance in effect at the time the Agreement is entered into shall control.
- 17.3 Fee Article Non-Severable.** Article III hereof is essential to the adoption of this Agreement, and should it be challenged by the Company or determined to be illegal, invalid, unconstitutional, or superseded, in whole or in part, the entire Agreement and the Franchise shall be voided and terminated, subject to the following provisions of this Article. In the event of a judicial, regulatory, or administrative determination that Article III is illegal, invalid, unconstitutional, or superseded, such termination shall be effective as of the date of a final appealable order, unless otherwise agreed upon by the City and the Company. In the event of any legislative action that renders Article III

unconstitutional, illegal, invalid, or superseded, such termination shall be effective as of the effective date of such legislative action.

**17.4 Waiver of Non-Severability.** Notwithstanding the foregoing, if the City stipulates in writing to judicial, administrative, or regulatory action that seeks a determination that Article III is invalid, illegal, superseded, or unconstitutional, then a determination that Article III is invalid, illegal, unconstitutional, or superseded shall have no effect on the validity or effectiveness of any other section, sentence, paragraph, term, or provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Franchise Agreement is executed in duplicate originals as of the date first set forth above, to become effective on that date.

**Farmington City**

**Qwest Corporation dba CenturyLink QC**

By: \_\_\_\_\_  
Brett Anderson, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
DeAnn Carlile, City Recorder

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

APPROVED AS TO FINANCES:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Chief Financial Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
General Counsel

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ personally appeared before me \_\_\_\_\_, who being by me duly sworn did each respectively say that he/she is the \_\_\_\_\_ of Qwest Corporation dba CenturyLink QC, and that the foregoing instrument was signed in behalf of said Company by authority of its

Managers; and he/she each acknowledged to me that said Company executed the same.

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Notary Public

**CITY COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
**From:** Larry Famuliner, Public Works Director  
**Date:** April 21, 2026  
**Subject:** Surplus Property

**RECOMMENDATION(S)**

Request that the City Council declare the following vehicles as surplus and allow us to sell them.

**BACKGROUND**

Fleet #128 - PW	'18 FORD F150	VIN #: 1FTFW1EG4JKF42227
Current Mileage: 141,423	Hours: 4,589	
Fleet #119 - PW	'11 FORD F150	VIN #: 1FTMF1EM1BKE04563
Current Mileage: 74,376		

These vehicles have been replaced. We recommend that these vehicles to be sold. These vehicles will go to JJ Kane Auctions at 2353 N. Redwood Road, Salt Lake City.

Respectfully submitted,



Larry Famuliner  
Public Works Director

Review and concur,



Brigham Mellor  
City Manager



160 S Main  
Farmington Utah 84025

## City Council Staff Report

To: Honorable Mayor and City Council  
From: Levi Ball, Finance Director  
Date: April 16, 2026  
SUBJECT: **MARCH 2026 MONTHLY FINANCIAL REPORT**

### **RECOMMENDATION**

No motion or action is required in the council meeting. Review the monthly financial report that will be emailed directly to the mayor and city council members, outside of the council meeting packet. As always, staff is ready and willing to discuss any questions you may have.

### **BACKGROUND**

The Uniform Fiscal Procedures Act for Utah Cities in Utah State code 10-6-148 requires that monthly summary financial reports be presented to the governing body.

### **SUPPLEMENTAL INFORMATION**

1. Farmington City Monthly Financial Report (emailed separately)

Respectfully submitted,

Levi Ball  
Finance Director

Review and concur,

Brigham Mellor  
City Manager