

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, May 19th, 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. If you wish to email a comment for any of the listed public hearings, you may do so to dcarlile@farmington.utah.gov

WORK SESSION - 6:00 p.m.

- Consolidated Fee Schedule Discussion
- Main Street Tree Preservation and Successional Management Plan [3](#)
- Discussion of regular session items upon request
- Councilmember comments

REGULAR SESSION - 7:00 p.m.

CALL TO ORDER:

- Invocation - Kristen Sherlock, Councilmember
- Pledge of Allegiance - Roger Child, Councilmember

BUSINESS:

- Consolidated Fee Schedule Amendment [24](#)
- Consider approval of C&B Striping to construct the overlays FY 2027 road maintenance project bid [59](#)
- Consider approval of Peckham Asphalt Paving to construct the Crack Seal FY 2027 road maintenance project bid [96](#)
- Consider approval of Morgan Pavement to construct the Onyx FY 2027 road maintenance project bid [115](#)

Minute motion adjourning to the Redevelopment Agency meeting. (See RDA Agenda)

Minute motion to reconvene the City Council Meeting

SUMMARY ACTION: [137](#)

1. Approval of Minutes 05.05.26 [138](#)
2. Interlocal Cooperation Agreement relating to the conduct of Community Development Block Grant (CDBG) Program for Federal Fiscal Years 2027, 2028 and 2029 [149](#)
3. Monthly Financial Report [156](#)

GOVERNING BODY REPORTS:

- City Manager Report
- Mayor Anderson & City Council Reports

ADJOURN

CLOSED SESSION - Minute motion adjourning to closed session, for reasons permitted by law.

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 and the Utah Public Notice website at www.utah.gov/pmn. Posted on May 14, 2026

CITY COUNCIL AGENDA



WORK SESSION

AGENDA TITLE: Main Street Tree Preservation and Successional Management Plan

PRESENTED BY: Colby Thackery

MEETING DATE: May 19, 2026



Main Street Heritage Tree Corridor

Tree Preservation & Successional Management Plan

Prepared by:

SuperTrees Utah, LLC
Daniel Allen, Sales & Consulting Arborist
ISA BCMA #UT-4474B, TRAQ
May 7, 2026



1. Executive Summary

Farmington City, Utah enjoys a downtown Main Street corridor defined by a mature population of *Platanus × acerifolia* (London planetree) forming a continuous and historically significant canopy. These trees, many exceeding 75 years in age, represent far more than landscape elements alone; together, they create one of the community's most recognizable public spaces, contributing shade, environmental value, traffic calming, and a strong sense of identity and continuity. At the same time, the population is approaching a critical transitional period. The corridor is heavily weighted toward a single mature age class, and many trees now exhibit structural conditions associated with historic pruning practices, utility conflicts, cumulative environmental stress, and chronic disease pressure, including symptoms consistent with anthracnose.

Importantly, these conditions should not be interpreted as evidence of imminent corridor-wide failure, nor as justification for wholesale removal. Rather, they underscore the need for a thoughtful, measured, and long-term management approach; one that balances preservation with realism, public safety with stewardship, and infrastructure needs with the community's desire to preserve the defining "tree tunnel" character of Main Street. Accordingly, this plan outlines a phased, data-driven strategy intended to preserve the visual and functional integrity of the corridor while gradually reducing systemic structural risk and establishing a healthier, more resilient, mixed-age successor canopy over time.

This plan is built around the principle that the long-term goal is not simply replacement of aging trees, but preservation and perpetuation of the corridor itself. Through phased risk assessment, strategic pruning, selective replacement, public engagement, and long-term canopy succession planning, Farmington has the opportunity to proactively guide this iconic urban forest through generational transition while maintaining the scale, shade, and visual continuity that have defined Main Street for decades. Particular emphasis is placed upon the long-term relationship between the mature canopy and overhead utilities, recognizing that future undergrounding of utilities may ultimately represent the most complete and sustainable path toward preserving the large-stature corridor canopy for future generations.

This plan outlines a data-driven, phased strategy to:

- Preserve the visual and functional integrity and value of the corridor
- Reduce public risk associated with an aging tree population
- Establish a resilient, next-generation canopy
- Better align existing infrastructure with long-term urban forestry goals

At its core, this is a stewardship initiative, guiding a valued tree population through transition while preserving the defining character of the space.

2. Primary Objective: Corridor Preservation

Objective

The City's long-term objective should be clearly defined. For example:

Farmington City is committed to preserve and perpetuate the historic large-stature, arching 'tree tunnel' canopy of its Main Street for future generations in a thoughtful and sustainable manner consistent with modern urban Forestry and arboricultural principles.

Infrastructure Alignment

Overhead utility lines currently impose significant and ongoing structural, tree health, and safety conflict, particularly along the east side of the corridor. Accordingly, this plan recognizes:

Undergrounding of overhead utilities represents the only comprehensive, long-term solution that fully resolves tree-infrastructure conflict while preserving canopy form and scale.

While this may not be immediately achievable, utility undergrounding should be:

- Formally evaluated
- Integrated into long-term capital planning
- Considered alongside roadway and streetscape improvements

Fallback strategies (e.g., smaller utility-compatible species) are acknowledged as an option but do not meet the full preservation objective.

3. Existing Conditions Overview

Site Description

The subject corridor is located in Farmington, UT, USA, along Main Street (UT SR-106) from 500 N to 150 S (~0.66 miles). Restricting our discussion to the London Planetree (*Platanus × acerifolia*) species, there are ~132 mature (~28" average DBH) and ~13 young established (~8" average DBH) trees almost equally divided between the east and west sides of the road.

Key Observations

These trees are of a predominantly uniform age class (~75+ years). They possess the following conditions which were observed/discussed with the City Forester on two separate visits to the trees in April, 2026:

- Widespread structural defects due to historic pruning practices
- Chronic stress factors, including anthracnose
- Significant electrical utility conflicts on east side, with other utility conflicts possible
- Some infrastructure conflicts (e.g. pavement)
- High public visibility and cultural importance

4. Management Philosophy

This plan is guided by three principles:

1. Population-Level Management

- The corridor is treated as a unified system, not isolated trees.
- With proper planning and proactive management, the tree corridor can be maintained
 - Regular maintenance according to ANSI A300 in young replacement trees can identify and prevent many problems before they occur.

2. Risk Mitigation Over Structural Perfection

- Mature trees will be managed to:
 - Reduce failure risk
 - Extend functional lifespan
 - Transition responsibly when decline progresses

3. Managed Genetic Diversity

- Future resilience will be achieved through:
 - Age diversity
 - Genetic diversity
 - Selective species diversification (where appropriate)

5. Tree Risk Assessment — Level 1 Limited Visual

Assessment Scope & Methodology

A Level 1 Limited Visual Assessment (LVA) was conducted across the Main Street corridor tree population in accordance with industry standards and the framework established by the International Society of Arboriculture (ISA) Tree Risk Assessment Qualification (TRAQ).

This level of assessment is defined as:

- A **systematic, ground-based visual inspection**

- Conducted from accessible vantage points along the public right-of-way
- Focused on identifying **observable defects, site conditions, and risk indicators**

No invasive testing, aerial inspection, or advanced diagnostic tools were employed at this stage. As such, findings represent visible and reasonably inferable conditions only.

If elevated risk indicators are observed, trees are recommended for Level 2 Basic Assessment to further refine risk ratings and management decisions.

Population Overview

The assessed population consists primarily of mature *Platanus × acerifolia* located within a ~0.66-mile corridor along Main Street.

- Approx. 132 mature trees (~28" DBH average)
- Approx. 13 younger trees (~8" DBH average)
- Predominantly even-aged cohort (~75+ years)
- Planted within ~15' park strip lawn areas between curb and sidewalk

Observed Conditions (Corridor-Wide Trends)

1. Structural Defects (Prevalent and Significant)

A majority of mature trees exhibit structural conditions associated with historic pruning practices and age-related development, including:

- Co-dominant stems with possible included bark
- Evidence of large-diameter heading/topping cuts
- Over-extended scaffold limbs with poor taper
- Lion's-tailing (foliage concentrated at distal branch ends)

These conditions contribute to:

- Increased end-weight loading
- Elevated likelihood of branch failure under wind or snow events
- Reduced structural redundancy (e.g. lateral branching & taper) within the crown

2. Canopy Condition & Vigor

Canopy density and distribution are variable across the population, with common observations including:

- Interior canopy thinning
- Dead twigging and minor (<6"dia) branch dieback

Symptoms consistent with anthracnose are present throughout the corridor, however these symptoms appear to function as a secondary stress factor, rather than the primary driver of decline. Overall, many trees retain the capacity for seasonal leaf-out and continued function, though often with reduced canopy efficiency.

3. Utility Conflicts

Trees located along the east side of the corridor are frequently impacted by overhead utility lines, resulting in:

- Repeated directional pruning and canopy clearance cuts
- Asymmetrical crown development
- Accelerated structural degradation in upper canopy zones

This condition represents a persistent and compounding constraint, influencing both tree form and long-term viability.

4. Site Conditions

Trees are planted within relatively large urban park strips (~15 feet in width), with turf cover. While no subsurface investigation was performed, typical urban conditions are inferred:

- Potential for soil compaction
- Potentially limited rooting volume relative to mature tree size
- Proximity to pavement and infrastructure

No widespread basal failure indicators (e.g., significant root plate upheaval or advanced basal decay) were uniformly observed at the corridor scale during this assessment; however, tree-specific conditions may vary and should be confirmed where risk is elevated.

Risk Characterization (Population-Level)

Based on the Level 1 assessment, the population exhibits a broad distribution of risk, generally characterized as:

- **Moderate risk (majority of trees)**
Due to structural defects, high occupancy rate, and aging architecture
- **Elevated risk (subset of trees)**
Associated with:
 - Significant co-dominant stems
 - Large prior pruning wounds
 - Overextended scaffold limbs
 - Utility-related structural compromise

- **Lower risk (limited subset)**
Typically younger or structurally sound individuals

It is important to note that risk is not uniform, but systemically influenced by shared age, structure, and management history.

Tree Classification System (Applied from L1 Findings)

Based on observed conditions, trees are categorized into three management classes:

Class 1 — Retention Trees

- Structurally serviceable
- Lower relative risk
- Suitable for long-term preservation with routine maintenance

Class 2 — Intervention Trees

- Moderate structural deficiencies
- Elevated but manageable risk
- Require phased structural pruning and monitoring

Class 3 — Removal Candidates

- Higher risk and/or structurally unsalvageable
- Poor long-term viability
- May include trees with severe utility conflict

Limitations of Assessment

This Level 1 Limited Visual Assessment is subject to the following limitations:

- No aerial inspection of upper canopy structure
- No internal decay detection (e.g., sounding, resistograph, tomography)
- No excavation or root collar inspection
- Seasonal visibility constraints (not fully leafed out at time of inspection)

Accordingly:

This assessment is intended to inform program-level planning and prioritization, not to replace detailed evaluation of individual high-risk trees.

Recommendations

Based on Level 1 findings, the following actions are recommended:

1. Proceed with full population classification and phased management plan implementation
2. Conduct Level 2 Basic Risk Assessments for trees identified as elevated or high risk
3. Prioritize risk mitigation pruning and selective removals in initial implementation phase
4. Integrate findings into a 20-year phased replacement and succession strategy

6. 20-Year Phased Implementation Strategy

The long-term success of the Main Street corridor depends on a measured, adaptive transition strategy that preserves canopy continuity and visual character while gradually reducing structural risk and age-class uniformity. Because mature tree response to environmental stress, storm events, and structural decline is inherently variable, implementation timelines and removal rates may require adjustment over time.

Accordingly, this plan proposes a 20-year phased management horizon, allowing:

- Preservation of the corridor’s visual identity during transition
- Gradual establishment of replacement canopy
- Alignment with capital improvement planning cycles
- Flexibility for evolving community priorities and infrastructure opportunities

Most importantly, the extended timeline recognizes that:

The goal is not simply tree replacement, but preservation of the historic character and experience of Main Street over generations.

Phase 0 — Initial Assessment & Immediate Stabilization (Years 0–1)

Primary Objectives

- Establish baseline data
- Address immediate risk concerns
- Launch public engagement process
- Begin long-term preservation initiative

Recommended Actions

1. Full Population Inventory & Risk Classification

- ISA TRAQ Level 1 assessment of entire population
- Level 2 assessments for elevated-risk trees

- GIS-based inventory and mapping (recommended)

2. Immediate Risk Mitigation Pruning

Focus on:

- Deadwood/hangers
- End-weight reduction on high-risk scaffold limbs
- Clearance-related hazard reduction
- Selective reduction of overextended branches

3. Initial Removal Cohort (~10%)

Target only:

- Trees with elevated/high likelihood of failure
- Structurally unsalvageable individuals
- Trees with severe utility conflict and poor long-term viability

The intent is to:

Avoid visual shock while demonstrating proactive stewardship.

4. Replacement Planting

Begin establishment of:

- Improved planetree cultivars
- Limited compatible secondary species (where appropriate)

5. Public Outreach Launch

Coordinate with City staff to establish:

- Educational materials
- Public meetings/open houses
- Corridor preservation messaging
- Long-term vision communication

Phase 1 — Foundational Transition Cycle (Years 1–5)

Primary Objectives

- Stabilize retainable mature cohort
- Establish first generation of successor canopy

- Refine management priorities using assessment data

Recommended Actions

1. Retention Tree Management (Class 1)

- Cyclic structural pruning
- Anthracnose treatment, if warranted
- Crown restoration where feasible
- Monitoring of canopy vigor and structural response

2. Intervention Tree Management (Class 2)

- Phased reduction/subordination pruning
- Risk mitigation focused on:
 - Co-dominant unions
 - Overextended scaffold limbs
 - Utility-related structural imbalance

3. Selective Removal Program (Class 3, ~10%)

Later in the cycle, remove only trees meeting defined thresholds:

- Higher risk
- Significant structural degradation
- Low response potential

4. Continuing Replacement Planting

Continue gradual establishment of mixed-age canopy.

5. Infrastructure Coordination

During this phase, the City should:

- Formally evaluate underground utility feasibility
- Explore integration with future transportation or streetscape projects
- Pursue grant and partnership opportunities

Phase 2 — Corridor Renewal & Infrastructure Alignment (Years 5–10)

Primary Objectives

- Expand generational transition

- Reduce dependence on reactive pruning
- Align urban forestry and infrastructure planning

Recommended Actions

1. Three-Year Reassessment Cycle

Reassess full population at Year 6–7:

- Update risk classifications
- Evaluate pruning effectiveness
- Identify accelerating decline trends

2. Continued Structural Pruning (Class 1 & 2)

Shift emphasis toward:

- Maintaining canopy continuity
- Reducing long-term failure potential
- Preserving large-canopy architecture where feasible
- Anthracnose treatment as needed
- Begin first pruning interval for newly planted replacements

3. Expanded Removal/Replacement Cohort (Class 3, ~10%)

Later in the cycle, remove and replace another cohort of trees as mature decline progresses naturally.

4. Utility Conflict Resolution Planning

If feasible, initiate:

- Preliminary engineering studies
- Funding pathways
- Corridor improvement coordination

This phase represents the ideal window for transitioning from reactive utility pruning toward long-term preservation infrastructure.

Phase 3 — Accelerated Succession & Integration (Years 10–15)

Primary Objectives

- Integrate developing replacement cohort into corridor canopy
- Continue gradual transition of declining mature population

- Maintain continuity of Main Street identity

Expected Population Conditions

By this stage:

- Many original mature trees will exceed practical service-life expectations
- Structural pruning demands will likely increase
- Younger replacement trees should begin contributing meaningful canopy presence

Recommended Actions

1. Increased Removal Cohort (~20%)

Continue phased removal of class 2 and 3 trees, including:

- Declining mature trees
- Structurally compromised individuals
- Trees requiring disproportionate intervention

2. Preserve Highest-Value Heritage Trees

Retain select mature Class 1 specimens through pruning & treatment where:

- Risk remains manageable
- Structural integrity is serviceable
- Cultural/visual value is exceptional

3. Continue Canopy Development

Maintain emphasis on:

- Large-maturing corridor species
- Genetic diversity within primary species group
- Continuing long-term structural development pruning at regular intervals (e.g. 3 years)

Phase 4 — Long-Term Stabilization & Stewardship (Years 15–20)

Primary Objectives

- Establish sustainable mixed-age canopy structure
- Reduce age-class uniformity risk
- Transition to routine corridor forestry management

Expected Outcome

By Year 20, the corridor should exhibit:

- Improved age, and potentially species, diversity
- Reduced systemic structural risk
- A developing successor canopy capable of preserving the historic “tree tunnel” character into future generations

Recommended Actions

1. Establish Permanent Maintenance Cycle

Transition to:

- Routine pruning intervals
- Periodic risk reassessment
- Predictable replacement planning
- Tapering off anthracnose treatment

2. Preserve Corridor Character

Future management decisions should prioritize:

- Large-canopy continuity
- Arching canopy form
- Streetscape cohesion

3. Continue Adaptive Management

Recognize that:

Urban forests are dynamic systems requiring ongoing adjustment as infrastructure, climate, and population conditions evolve.

7. Species & Replacement Strategy

Primary Preservation Goal

The City’s primary objective should remain:

Preservation of the visual scale, canopy continuity, and experiential character of the historic Main Street corridor.

Accordingly, replacement strategy should prioritize:

- Large-stature canopy species
- Broad arching form
- Long-term compatibility with corridor aesthetics

Primary Replacement Strategy — Improved Planetree Cultivars

The preferred approach is continued use of improved *Platanus × acerifolia* cultivars and/or closely related plane tree selections demonstrating:

- Improved disease tolerance
- Strong branch architecture
- Urban adaptability

This approach best preserves:

- Historic visual identity
- Scale and proportion
- Corridor continuity

Examples of currently available selections may include (based on current industry):

- 'Bloodgood' - highly recommended for resistance to anthracnose and powdery mildew.
- 'Liberty' & 'Columbia' - excellent choices for disease resistance, particularly in areas with high infection rates.
- 'Morton Circle' (Exclamation!®): improved, narrow, pyramidal growth form and strong resistance.

Secondary Diversity Strategy

To improve long-term resilience, the City should gradually introduce:

- Genetic diversity within primary species group
- Limited compatible secondary species where appropriate

This diversification strategy is intended to:

- Reduce monoculture vulnerability
- Improve adaptability to future stressors
- Avoid synchronized population decline

Importantly:

Diversity should be implemented carefully and intentionally so as not to compromise the defining character of the corridor.

Two examples of good candidate species include:

- American Elm (*Ulmus americana*)
- Swamp White Oak (*Quercus bicolor*)

Utility Conflict Considerations

Smaller utility-compatible species may ultimately be necessary in localized areas where:

- Infrastructure constraints cannot reasonably be resolved
- Overhead utility conflict remains permanent

However:

Such species should be viewed as a secondary accommodation strategy—not the primary corridor vision.

The preferred long-term solution remains:

- Preservation of large-canopy form
- Supported by future utility undergrounding where feasible

8. Public Engagement & Community Alignment

Because the Main Street corridor represents a highly visible and culturally significant community asset, public engagement should be treated as a core component of implementation, not a secondary consideration.

Primary Outreach Objectives

- Build understanding of existing tree conditions, including anthracnose
- Explain the necessity of phased transition
- Reinforce preservation-focused intent
- Maintain public confidence during removals and pruning operations

Core Public Messaging

“Preserving the Tree Tunnel”

The intent is not removal for convenience, but preservation of the corridor’s defining identity.

“Planting the Next Generation”

Replacement planting is an investment in the next 75–100 years of Main Street canopy.

“Proactive Stewardship”

Addressing risk and decline before failure occurs represents responsible urban forest management.

Recommended Outreach Tools

- City-hosted informational meetings
- Corridor signage during work activities
- Before/after pruning visuals
- Phased canopy diagrams
- Public-facing project webpage
- Educational materials regarding leaf sanitation and tree stewardship

9. Monitoring & Adaptive Management

Successful implementation will require periodic reassessment and flexibility over the full 20-year horizon.

Reassessment Interval

- Full population reassessment every 3 years
- Supplemental inspections following major storm events or construction activities

Monitoring Priorities

Track:

- Structural condition trends
- Failure incidents
- Canopy density and vigor
- Utility conflict progression
- Establishment success of replacement trees

Adaptive Management Philosophy

Management priorities should evolve based on:

- Observed tree response

- Budget realities
- Infrastructure opportunities
- Community priorities
- Emerging urban forestry best practices

Accordingly:

This plan should function as a living management framework rather than a rigid prescription.

10. Preliminary Cost Model (20-Year Planning Horizon)

Phase 0–1 (Years 0–1) - Target Initial Budget

Estimated Range: \$65,000-\$75,000

Category	Estimated Cost
Inventory & TRAQ Assessment	\$12,000 – \$18,000
Initial Risk Mitigation Pruning	\$20,000 – \$30,000
Initial Removals	\$20,000 – \$35,000
Pilot Replacement Planting	\$8,000 – \$15,000
Public Outreach & Materials	\$2,000 – \$5,000

Phase 1 (Years 1–5)

Estimated Range: \$55,000-\$110,000

Category	Estimated Annual Range
Cyclic Structural Pruning	\$25,000 – \$45,000
Selective Removals	\$15,000 – \$40,000
Replacement Planting	\$10,000 – \$25,000
Monitoring & Assessment	\$5,000 – \$10,000

Phase 2 (Years 5–10)

Estimated Range: \$75,000-\$145,000

Category	Estimated Annual Range
Advanced Structural Management	\$30,000 – \$50,000
Increased Removals	\$20,000 – \$60,000
Expanded Planting Program	\$15,000 – \$35,000
Infrastructure Coordination	Variable

Phase 3 (Years 10–15)

Estimated Range: \$60,000-\$135,000

Category	Estimated Annual Range
Mature Cohort Transition Work	\$35,000 – \$70,000
Heritage Tree Preservation	\$10,000 – \$25,000
Continued Replanting	\$15,000 – \$40,000

Phase 4 (Years 15–20)

Category	Estimated Annual Range
Routine Corridor Maintenance	\$20,000 – \$40,000
Cyclic Risk Reassessment	\$5,000 – \$12,000
Predictable Replacement Cycle	\$10,000 – \$25,000

Utility Undergrounding (Conceptual Planning Range)

Item	Estimated Range
Corridor Utility Undergrounding	~\$1.5M – \$4M

Actual costs will depend on:

- Utility coordination
- Existing infrastructure
- Roadway scope
- Streetscape integration
- Funding participation

11. Funding Opportunities & Strategic Partnerships

Given the scale and public significance of this corridor, Farmington City may be well-positioned to pursue:

- Urban forestry grants
- State and federal infrastructure support
- Community forestry partnerships
- Nonprofit and conservation collaboration

Potential partners include:

- Utah Division of Forestry, Fire and State Lands
- US Forest Service Urban and Community Forestry Program
- Arbor Day Foundation

This project represents a strong opportunity to position Farmington as a regional model for heritage corridor preservation and long-term urban forest stewardship.

12. Conclusion

Farmington's Main Street corridor stands as one of the community's most recognizable and defining public spaces. The mature *Platanus × acerifolia* canopy contributes not only shade and environmental value, but also a strong sense of identity, continuity, and place within the historic core of the City. At the same time, the corridor has reached a point where long-term preservation will require proactive and intentional stewardship. The combination of a

predominantly mature age class, historic structural pruning practices, and ongoing infrastructure conflict creates a clear need for thoughtful long-range planning and phased intervention.

This plan is therefore built around a preservation-focused management philosophy. The objective is not wholesale replacement, nor an attempt to abruptly alter the historic character of Main Street, but rather to guide the corridor through generational transition in a measured and sustainable manner. Through phased risk assessment, strategic pruning, selective replacement, and continued canopy succession planning, Farmington has the opportunity to gradually establish a healthier and more resilient mixed-age urban forest while maintaining the scale, shade, and visual continuity that define the corridor today. Equally important will be continued coordination between arboricultural management, infrastructure planning, and public engagement throughout implementation.

Long-term success will ultimately depend upon the City's willingness to align urban forestry objectives with broader infrastructure and community planning efforts. In particular, the ongoing conflict between the mature canopy and overhead utilities should be recognized as a central long-term constraint; if preservation of the large-stature "tree tunnel" remains a community priority, future undergrounding of utilities may represent the most complete and sustainable path forward. While implementation timelines and management priorities may evolve as conditions change over time, this plan provides a practical framework for preserving the character and function of the corridor while responsibly establishing the next generation of Main Street canopy.

With thoughtful planning, consistent maintenance, and continued public support, Farmington has the opportunity not only to preserve one of its most iconic streetscapes, but also to establish a regional model for long-term urban forest stewardship and heritage corridor preservation. Ultimately, the success of this effort will not be measured solely by the number of trees retained or replanted, but by whether future generations are still able to experience Main Street beneath the shade, scale, and continuity of a thriving canopy corridor.

CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Consolidated Fee Schedule Amendments

PRESENTED BY: Levi Ball, Finance Director

MEETING DATE: May 19, 2026

CITY COUNCIL STAFF REPORT FOR MAY 19, 2026

To: Mayor and City Council
From: Levi Ball
Date: May 13, 2026
Subject: Consolidated Fee Schedule Amendment

RECOMMENDATION

1. Review the narrative below and attached Consolidated Fee Schedule
2. Consider and approve a resolution to amend the Consolidated Fee Schedule

BACKGROUND

The changes to the Consolidated Fee Schedule are listed below.

Subdivision / Planned Unit Developments (PUD) (B2): Staff are recommending adjustments to the fees relating to the application process for subdivisions and PUDs. These adjustments are meant to reallocate the fees to better match how staff spends the most time and energy. Due to increased complication of applications and also state mandates more of staff time is spent earlier in the subdivision process to look over extensive details rather than the final step.

Sewer Rate Increase (D2): Farmington City facilities the billing and collection for the Central Davis Sewer District (CDSO). CDSO notified the city that they are increasing their monthly sewer rate by \$3. This adjustment helps cover rising chemical costs due to state-mandated regulations, increased biosolids handling expenses related to road property impacts, ongoing operations and maintenance needs, and continued financial stability and capital improvements. Some additional formatting changes were made to better align Farmington City's fee schedule with CDSO's fee schedule and make it more clear how much the city charges as an administrative fee.

Recreation Program Fees (E5-6): Adjustments have been made to several recreation program sign-up fees. The majority of the adjustments are \$5 increases to the nonresident rate for various programs. These increases will help cover the rising costs for personnel and supplies needed to run these programs.

Respectfully submitted,



Levi Ball
Finance Director

Review and concur,



Brigham Mellor
City Manager

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

A14. Conservation Easement Amendments

Application Fee	\$	250.00
Engineering and Professional Service Fee, Initial & Quarterly Deposit	\$	750.00

(In accordance with the Conservation Easement Amendment Policy, the applicant is required to pay for any legal and engineering fees incurred by the City in response to an application request. The Professional Services Deposit is required to be paid at the time the application is filed with the City, and each quarter thereafter - see note above. Any unused deposit will be refunded to the applicant after recording of the easement amendment or denial of the application, as applicable. The applicant shall be required to pay for any legal and engineering costs incurred by the City in response to the application that exceed the deposit - see note above. Such costs shall be paid prior to recording of the easement amendment, if approved, or within 30 days of final decision, if denied.

Conservation Easement Enforcement and Monitoring Fund As set by City Council

A15. Additional Reviews

(After the second review, each application re-submission to the Development Review C committee (DRC) shall require full payment of the respective application fee).

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

B4. Slurry Seal Fee \$ 3.34 per sq. yd

The slurry seal will be contracted by the City or under the direction of the City following specs as outlined in the City's Development Standards.

Street Excavation Fees

Working without a permit will double all fees in this section (E1). All fees in this section are non-refundable.

Street Excavation Permit Fee

Curb Cut/Utility	\$	70.00
Single Family Home/Small Construction (i.e. pole barn, addition, etc.)	\$	205.00
Subdivision/Commercial Construction	\$	520.00

Requires minimum cash bond of \$1,000 as per Section 8-5-140 of City code and additional bonding as determined by the City's Public Works Director

Construction Inspection as Required Actual Cost

***Excavation Trench Maintenance Fees**

Perpendicular Road Cuts		
Road Cuts < 1/2 of road width	\$	250.00
Road Cuts > 1/2 of road width	\$	500.00
Parallel Road Cuts	\$	15.00 per linear ft

Microtrenching Fees

In the seam between the curb and the asphalt	\$	0.50 per linear ft
Anywhere else in the road	\$	1.50 per linear ft

Cutting Fees

Road age 3 years or less**	\$	500.00 minimum
Road age 4-5 years	\$	250.00 minimum
Road age 6 years or more	\$	150.00 minimum

Potholing & Bore Pit Maintenance Fees (in or out of the road)

Pothole < 24" x 24"	\$	25.00 each
Bore Pit > 24" x 24"	\$	70.00 each

Road closure fee*** \$ 500.00 per day

*An additional 15% of the original Excavation Trench Maintenance Fee will be assessed each day beyond the original deadline until the excavation is patched as per the Excavation Permit requirements.

** Cutting into road surfaces less than 3 (three) years old must be approved by the Public Works Director. If cutting into such a road is required, maintenance fees double.

***The City Engineer and the Public Works Director must approve all road closures. All excavations within the City Right of Way are subject to the requirements of the excavation permit.

Service Fee for Credit/Debit Cards See H6.

B5. Decorative Street Lighting Fee
***Utility Granville** \$ 4,500.00 per light

100 W HPS, Clear Acrylic, no bands on trim with shield (GVU100HP12B7NCUH) and 14' high, 5" shaft painted black fluted, direct bury, galvanized base (S14F5/9-CA-DBBGALV) and cost of wiring.

B6. Special Truck Routing Permit Application Fee \$ 50.00

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

B7. Storm Water Construction Fees

Construction Caused Illicit Discharge into Farmington City Storm Water System

Farmington City shall notify the applicant, in writing, of a specific violation, and provide the applicant a reasonable time of at least one business day to correct the specific violation, and perform an inspection to verify that the applicant corrects the specific violation.

If the applicant does not correct the specific violation described with the timeline set, Farmington City shall issue a written warning that the applicant has not corrected the specific violation, and warning that Farmington City may impose a fine if the applicant does not correct the specific violation within no less than an additional one business day, and may perform an inspection to verify that the applicant corrected the specific violation.

If the applicant has not correct the specific violation for which the applicant received notice within the second timeline set then Farmington City shall notify the applicant in writing that the applicant has not corrected the specific violation and may impose an administrative fine for each occurrence. This fine will be imposed for each business day the specific violation continues beginning on the day after the day on which Farmington City issues the administrative fine.

Fine schedule as follows:

Specific Illicit Discharge Violation	Fine Amount
Working without an approved storm water permit	\$ 500.00
Tracking mud on road	\$ 300.00
Failure to clean-up or report spills	\$ 250.00
Failure to conduct storm water inspections	\$ 100.00
Failure to maintain storm water records	\$ 100.00
Failure to use general best management practices	\$ 500.00

per occurrence
per occurrence
per occurrence
per occurrence
per occurrence
per site,
per occurrence

Farmington city may issue an order to stop construction if there is an issue that is deemed an immediate threat to water quality.

B8. Storm Water Illicit Discharge Cleanup Fee

*Actual costs

*Actual costs include administrative and overhead costs

B9. PLUS:

Engineering and Professional Service Fee, Initial & Quarterly Deposit

First 10 Lots	\$ 1,000.00
Each additional Lot	\$35/lot, \$50/lot in Foothill OZ

(Engineering and legal fees are required with adjustment made prior to application for Final Plat according to direct professional service costs incurred - see note above)

Single Lot or Parcel Residential Construction Cleaning Fee

0 - 500 Square feet	\$ 75.00
501 - 1000 Square feet	\$ 150.00
1001 - 2500 Square feet	\$ 225.00
2501 - 4000 Square feet	\$ 300.00
4000 - Square feet and larger	\$ 375.00

B10. Miscellaneous or Pre-Application Professional Services Deposit

Minimum Deposit	\$ 150.00
Maximum Deposit (Unless otherwise set by the Council)	\$ 2,500.00

(A professional services deposit may be required for applications, inquiries or pre-application review of proposals or contracts, or any other services rendered by the City's engineering, legal, building, planning, architectural, or other consultants. Any services valued above the minimum deposit must be approved by the City Manager.)

B11. Additional Reviews

(After the second review, each application re-submission to the Development Review Committee (DRC) shall require full payment of the respective application fee.)

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

B12. Fire Hydrant Meter Fees

Deposit (cost to replace meter, refundable)*	\$	1,850.00	
One-time permit fee	\$	70.00	
Monthly rental fee (1 month minimum)	\$	70.00	per month
Cost of water	\$	5.00	per 1,000 gal

*The deposit refund will be reduced by the amount of the water usage

Unpermitted use - Theft of service

First offense	\$	250.00	
Subsequent offenses	\$	500.00	

B13. Service Fee for Credit/Debit Cards

See H6.

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

C. BUILDING PERMIT APPLICATION & RELATED FEES

Time of Payment

Fees in this section shall generally be payable prior to the issuance of the building permit.

C1. Plan Review Deposit

Residential	\$ 75.00
Commercial	\$ 250.00

C2. Plan Check Fee

Residential	40% of building application permit fee.
Residential (same model)	\$ 100.00
Commercial	65% of building application fee.

C3. State Inspection Fee

1% of bldg. application fee

C4. Building Board of Appeals Application

Appeals (Cost of appeal will be refunded if appeals board or officer finds the City to have erred)	\$ 300.00
----------------------------------------------------------------------------------------------------	-----------

C5. Temporary Occupancy Application Fee*

\$ 50.00

*Requires minimum cash bond of \$5,000 as per Section 10-5-050 of City code and additional bonding as determined by the City's Building Official.

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Farmington City Miscellaneous Residential Building Permit Fees

Item	Cost Per Square Foot or Flat Rate
Basement Rough (New Construction)	\$13.75+
Basement Finish (New Construction)	\$18.45+
Finish Basement (Existing)	\$6.05+
Garage	\$23.65+
Carport	\$13.03+
Porches with Redwood Deck	\$15.69+
Porches with Concrete Slab	\$13.31+
Patio - Concrete	\$3.99+
Open Deck - Redwood	\$8.23+
Swimming Pool (above ground)	\$33.37+
Swimming Pool (below ground)	\$44.41+
Hot Tub (2 inspections, flat rate)	\$111.10+
Retaining Wall (8')	\$61.71+
Retaining Wall (2')	\$40.29+
Convert Roof - Flat to Pitch	\$8.51+
Agriculture Building (under 400 s.f.)	\$14.22+
Agriculture Building (over 400 s.f.)	\$19.65+
Agriculture Building (open)	\$12.06+
Storage Shed (under 400 s.f.)	\$17.15+
Storage Shed (over 400 s.f.)	\$19.57+
Solar (Flat Rate)	\$ 378.01

**On small projects that are difficult to determine a valuation, the Building Official has the discretion to determine how many inspections the project will require and charge accordingly.

Note: Minimum permit fee is \$55.00 for one inspection and .55 for State 1%
 All residential building permit fees will also be charged a Plan Check Fee of 40% of the Building Permit Fee
 Plan Check Fee for Duplicate Models (card file) Plans - \$100

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Building Valuation Data

Square foot Construction Costs (a,b,c,d)

Group	(2006 International Building Code)	Type of construction				
		IA	IB	IIA	IIB	IIIA
A-1	Assembly, theaters, with Stage	\$ 196.11	\$ 189.78	\$ 185.37	\$ 177.60	\$ 167.20
	Assembly, theaters, without stage	\$ 177.62	\$ 171.29	\$ 166.88	\$ 159.10	\$ 148.75
A-2	Assembly, nightclubs	\$ 149.94	\$ 145.74	\$ 142.04	\$ 136.49	\$ 128.53
A-2	Assembly, restaurants, bars, banquet halls	\$ 148.94	\$ 144.74	\$ 140.04	\$ 135.49	\$ 126.53
A-3	Assembly, Churches	\$ 180.72	\$ 174.39	\$ 169.98	\$ 162.21	\$ 151.82
A-3	Assembly, general, community halls, libraries, museums	\$ 152.81	\$ 146.48	\$ 141.07	\$ 134.30	\$ 122.33
A-4	Assembly, arenas	\$ 176.62	\$ 170.29	\$ 164.88	\$ 158.10	\$ 146.75
B	Business	\$ 154.16	\$ 148.70	\$ 144.00	\$ 137.27	\$ 125.07
E	Educational	\$ 166.52	\$ 160.91	\$ 156.34	\$ 149.52	\$ 140.14
F-1	Factory & industrial, moderate hazard	\$ 92.68	\$ 88.42	\$ 83.70	\$ 80.93	\$ 72.45
F-2	Factory & industrial, low hazard	\$ 91.68	\$ 87.42	\$ 83.70	\$ 79.93	\$ 72.45
H-1	High Hazard, explosives	\$ 86.84	\$ 82.58	\$ 78.86	\$ 75.09	\$ 67.79
H234	High Hazard	\$ 86.84	\$ 82.58	\$ 78.86	\$ 75.09	\$ 67.79
H-5	HPM	\$ 154.16	\$ 148.70	\$ 144.00	\$ 137.27	\$ 125.07
I-1	Institutional, supervised environment	\$ 152.30	\$ 147.08	\$ 143.14	\$ 137.34	\$ 128.24
I-2	Institutional, hospitals	\$ 256.26	\$ 250.80	\$ 246.11	\$ 239.38	\$ 226.55
I-2	Institutional, nursing homes	\$ 179.18	\$ 173.72	\$ 169.02	\$ 162.30	\$ 150.51
I-3	Institutional, restrained	\$ 174.99	\$ 169.52	\$ 164.83	\$ 158.10	\$ 147.16
I-4	Institutional, day care facilities	\$ 152.30	\$ 147.08	\$ 143.14	\$ 137.34	\$ 128.24
M	Mercantile	\$ 111.44	\$ 107.24	\$ 102.53	\$ 97.99	\$ 89.62
R-1	Residential, hotels	\$ 154.24	\$ 149.02	\$ 145.08	\$ 139.28	\$ 129.95
R-2	Residential, multiple family	\$ 129.33	\$ 124.11	\$ 120.17	\$ 114.37	\$ 105.16
R-3	Residential, one & two-family	\$ 122.11	\$ 118.76	\$ 115.86	\$ 112.68	\$ 108.62
R-4	Residential, care/assist living facilities	\$ 152.30	\$ 147.08	\$ 143.14	\$ 137.34	\$ 128.24
S-1	Storage, moderate hazard	\$ 85.84	\$ 81.58	\$ 76.86	\$ 74.09	\$ 65.79
S-2	Storage, low hazard	\$ 84.84	\$ 80.58	\$ 76.86	\$ 73.09	\$ 65.79
U	Utility, miscellaneous	\$ 65.15	\$ 61.60	\$ 57.92	\$ 55.03	\$ 49.70

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Building Valuation Data (continued)

Group	(2006 International Building Code)	Type of construction			
		IIIB	IV	VA	VB
A-1	Assembly, theaters, with Stage	\$ 162.27	\$ 171.92	\$ 152.56	\$ 146.94
	Assembly, theaters, without stage	\$ 143.82	\$ 153.43	\$ 134.10	\$ 128.49
A-2	Assembly, nightclubs	\$ 124.91	\$ 131.71	\$ 116.50	\$ 112.58
A-2	Assembly, restaurants, bars, banquet halls	\$ 123.91	\$ 130.71	\$ 114.50	\$ 111.58
A-3	Assembly, Churches	\$ 146.89	\$ 156.54	\$ 137.18	\$ 131.57
A-3	Assembly, general, community halls, libraries, museums	\$ 118.97	\$ 128.63	\$ 108.26	\$ 103.65
A-4	Assembly, arenas	\$ 142.82	\$ 152.43	\$ 132.10	\$ 127.49
B	Business	\$ 120.41	\$ 131.97	\$ 109.81	\$ 105.37
E	Educational	\$ 132.98	\$ 144.59	\$ 123.34	\$ 118.69
F-1	Factory & industrial, moderate hazard	\$ 69.29	\$ 77.68	\$ 59.67	\$ 56.50
F-2	Factory & industrial, low hazard	\$ 68.29	\$ 76.68	\$ 59.67	\$ 55.50
H-1	High Hazard, explosives	\$ 63.63	\$ 71.84	\$ 55.02	Not permitted
H234	High Hazard	\$ 63.63	\$ 71.84	\$ 55.02	\$ 50.85
H-5	HPM	\$ 120.41	\$ 131.97	\$ 109.81	\$ 105.37
I-1	Institutional, supervised environment	\$ 124.73	\$ 138.61	\$ 116.09	\$ 111.54
I-2	Institutional, hospitals	Not permitted	\$ 234.08	\$ 211.31	Not permitted
I-2	Institutional, nursing homes	Not permitted	\$ 157.00	\$ 135.27	Not permitted
I-3	Institutional, restrained	\$ 141.52	\$ 152.80	\$ 131.92	\$ 125.48
I-4	Institutional, day care facilities	\$ 124.73	\$ 138.61	\$ 116.09	\$ 111.54
M	Mercantile	\$ 87.00	\$ 93.21	\$ 77.59	\$ 74.67
R-1	Residential, hotels	\$ 126.44	\$ 140.32	\$ 117.80	\$ 113.25
R-2	Residential, multiple family	\$ 101.65	\$ 115.53	\$ 93.01	\$ 88.46
R-3	Residential, one & two-family	\$ 105.77	\$ 110.77	\$ 101.74	\$ 95.91
R-4	Residential, care/assist living facilities	\$ 124.73	\$ 138.61	\$ 116.09	\$ 111.54
S-1	Storage, moderate hazard	\$ 62.63	\$ 70.84	\$ 53.02	\$ 49.85
S-2	Storage, low hazard	\$ 61.63	\$ 69.84	\$ 53.02	\$ 48.85
U	Utility, private garages, miscellaneous	\$ 46.33	\$ 51.94	\$ 39.23	\$ 37.34

*Unfinished basements (all use group) = \$15 per sq. Ft.

*For shell only building deduct 20%

Note: (1) As per 10-3-110, working without a permit is up to double amount of standard fee

Electronic files of the latest Building Valuation Data can be downloaded from the Code Council website at www.iccsafe.org/cs/techservices

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Table No. 1-A Building Permit Fees from 1997 Uniform Building Code

Total Valuation	FEE
\$1.00 to \$500	\$23.00
\$501 to \$2,000	\$23.50 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001 to \$25,000	\$69.25 plus \$14.00 for each additional \$1,000, or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$391.75 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$643.75 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$993.75 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000.
\$500,001 to \$1,000,000	\$3,233.75 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000.
\$1,000,001 and Up	\$5,608.75 plus \$3.65 for each additional \$1,000, or fraction thereof.

1. Inspections outside of normal business hours..... Minimum Charge - Two (2) hours	\$55.55/hr*
2. Reinspection fees assessed under provisions of City Code 10-4-050.....	\$55.55/hr*
3. Inspections for which no fee is specifically indicated Minimum Charge - one-half hour	\$55.55/hr*
4. Additional plan review required with changes, additions or revisions to plans.....	\$55.55/hr*
5. For use of outside consultants for plan checking and inspections, or both.....	Actual Costs**

* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

** Actual costs include administrative and overhead costs.

- NOTE:**
- (1) Commercial plan check fees are 65% of building fee.
 - (2) Residential plan check fees are 40% of the building fee.
 - (3) As per 10-3-110, working without a permit can result in double fees.

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Impact Fees (other than Transportation and Water)							
Property Type	Unit of Measure	Impact Fees per Unit					Total
		Storm Water Drainage*	Parks & ** Recreation	Fire Facilities**	Fire Equipment**	Police Capital Facilities**	
Single Family	dwelling unit	\$ 1,709.87	\$ 6,616.00	\$ 915.48	-	\$ 772.38	\$ 10,013.73
Townhomes	dwelling unit	\$ 1,299.50	\$ 6,616.00	\$ 915.48	-	\$ 772.38	\$ 9,603.36
Multi-Family 8 or less / acre	dwelling unit	\$ 1,299.50	\$ 4,440.00	\$ 915.48	-	\$ 772.38	\$ 7,427.36
Multi-Family more than 8 / acre	dwelling unit	\$ 1,299.50	\$ 4,440.00	\$ 900.06	-	\$ 642.70	\$ 7,282.26
Hotel	Room	\$ 1,299.50	-	-	-	-	\$ 1,299.50
	1,000 sq. Ft.	-	-	\$ 1,250.00	\$ 130.00	\$ 1,020.00	\$ 2,400.00
Commercial	1,000 sq. Ft.	\$ 2,376.71	-	\$ 1,250.00	\$ 130.00	\$ 1,020.00	\$ 4,776.71
Office	1,000 sq. Ft.	\$ 1,812.46	-	\$ 1,250.00	\$ 130.00	\$ 1,020.00	\$ 4,212.46
Industrial	1,000 sq. Ft.	\$ 2,103.14	-	\$ 1,250.00	\$ 130.00	\$ 1,020.00	\$ 4,503.14
Warehouse	1,000 sq. Ft.	\$ 2,103.14	-	\$ 1,250.00	\$ 130.00	\$ 1,020.00	\$ 4,503.14
Mini-Warehouse	1,000 sq. Ft.	\$ 2,103.14	-	\$ 1,250.00	\$ 130.00	\$ 1,020.00	\$ 4,503.14
Institutional	1,000 sq. Ft.	\$ 837.83	-	\$ 1,250.00	\$ 130.00	\$ 1,020.00	\$ 3,237.83

*Impact Fee Collected at Plat Recordation

**Impact Fees Collected at Building Permit

Water Impact Fees*	
Property Type	Amount
Single Family / dwelling unit (including townhomes)	\$ 4,263.00
Multi-Family / dwelling unit	\$ 2,500.00
Hotel / ERC**	\$ 4,263.00
Commercial / ERC**	\$ 4,263.00
Office / ERC**	\$ 4,263.00
Warehouse / ERC**	\$ 4,263.00
Industrial / ERC**	\$ 4,263.00
Institutional / ERC**	\$ 4,263.00

* Impact Fee Collected at Plat Recordation
 ** One Equivalent Residential Connection (ERC) = 24 Drainage Fixture Units (DFU). Minimum impact fee is \$4,263.00.

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

**C6. Connection Fees
Culinary Water**

Size of Meter	Meter Fee
3/4"	\$ 532.66
1"	\$ 652.10
1 1/2"	\$ 1,118.37
2"	\$ 1,286.61
3"	\$ 3,161.25
4"	\$ 3,999.81
6"	\$ 6,392.48
8"	\$ 8,941.25

C7. Street Cleaning Fee

0 - 500 SF	\$ 80.00
501 - 1,000	\$ 160.00
1,001 - 2,500	\$ 240.00
2,501 - 4,000	\$ 325.00
Above 4,000	\$ 405.00

C8. Service Fee for Credit/Debit Cards

See H6.

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

D. UTILITY-RELATED FEES

Time of Payment

Payment is due by the end of each billing month.

D1. Culinary Water

Water minimum (Base Rate)

Residential		\$	26.40	per month
Commercial	Up to 1"	\$	26.40	per month
	1.5"	\$	55.30	per month
	2"	\$	88.50	per month
	3"	\$	165.80	per month
	4"	\$	276.00	per month
	6"	\$	552.30	per month
	8"	\$	883.80	per month

The meter size will be determined by the largest meter installed. If more than one meter is installed of the same size, then the charge will be determined by the number of those meters installed. If more than one size of meter is installed, the largest meter size will be charged the base meter rate.

Usage charges:

Residential	0-5,000	Minimum	Base Rate
	5,001-10,000	\$	3.70 per 1000 gals
	10,001-20,000	\$	4.00 per 1000 gals
	20,001 & above	\$	4.40 per 1000 gals

Commercial \$ 3.10 per 1000 gals

Water users living outside of Farmington City limits will be charged double the rate.

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

D2. Sanitary Sewer

Farmington City bills and collects on behalf of Central Davis Sewer District (CDSD). Farmington City's fee structure is based on what CDSD bills Farmington City. CDSD's fee structure can be found at <https://www.cdsewer.org/documents/>

Single family residential units and individually metered multi-family units	\$ 41.70	per month
Single family residential units and individually metered multi-family units - pumped	\$ 43.20	per month
Multi-family units sharing a common meter & non-residential units		
First 20,000 gallons	\$ 72.00	per month
Additional usage (per 1,000 gallons)	\$ 3.50	per month
First 20,000 gallons - Pumped	\$ 75.30	per month
Additional usage - Pumped (per 1,000 gallons)	\$ 3.60	per month

Farmington City bills and collects sewer fees on behalf of the Central Davis Sewer District (CDSD). Farmington City's fee structure is based on CDSD's Cost Recovery System. For detailed information on the Cost Recovery System, visit <https://www.cdsewerut.gov/documents/>.

Service Type	CDSD Rate	Pumped Surcharge **	Farmington Administrative Fee*	Total Base Amount	Rate Per 1,000 after 10k Gallons
Tuscany Cove***	\$ 69.00		\$ 2.70	\$ 71.70	n/a
Residential	\$ 42.00		\$ 2.70	\$ 44.70	n/a
Residential, Pumped	\$ 42.00	\$ 1.50	\$ 2.70	\$ 46.20	n/a
Multi-Unit & Non-residential Units	\$ 50.00		\$ 2.70	\$ 52.70	\$ 5.00
Multi-Unit & Non-residential Units, Pumped	\$ 50.00	\$ 3.00	\$ 2.70	\$ 55.70	\$ 5.08

*The Farmington Administrative Fee is added to all accounts to cover local billing and collection costs.

**Pumped Surcharge: Pumped accounts include a surcharge for properties where wastewater must be pumped in order for it to flow to the treatment plant.

***Tuscany Cove: Although located in Farmington City, these homes are located in an area where the CDSD provides sewer collection services, but wastewater treatment is handled by a treatment facility outside of CDSD. This neighboring district charges CDSD a treatment rate of \$54.00 per month, CDSD's charges an internal rate of \$15.00 per month. This pass-through cost is reflected in the Tuscany Cove base rate.

D3. Garbage Collection Fee

First automated container	\$ 21.60	per month
Each additional automated container	\$ 19.80	per month per container
Extra can pickup fee	\$ 25.00	per occurrence
Extra can delivery fee	\$ 25.00	per occurrence
Can replacement fee	\$ 125.00	per occurrence

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change
\$ 44.70	\$ 3.00	7.19%			
\$ 46.20	\$ 3.00	6.94%			
\$ 52.70	\$ (19.30)	-26.81%			
\$ 5.00	\$ 1.50	42.86%			
*threshold changed from first 20k gallons to first 10k gallons					
\$ 55.70	\$ (19.60)	-26.03%			
\$ 5.08	\$ 1.48	41.11%			
*threshold changed from first 20k gallons to first 10k gallons					

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

E. PARKS & RECREATION FEES

Time of Payment

- a. For Cemetery services, payment is generally due at time request for services is made
- b. Parks & Recreation user fees are due as per the Parks & Recreation Rules & Procedures

E1. Cemetery Fees

Grave Marker Fees

	Resident	Non-Res.
Flat Marker	\$ 50.00	\$ 50.00
Raised Markers	\$ 200.00	\$ 200.00
Fine for placing a marker without a permit	\$ 1,000.00	\$ 1,000.00

Sale of "Right to Burial"

	Resident	Non-Res.
Residential Adult	\$ 850.00	N/A
Residential Child	\$ 300.00	N/A

Burial Fees (Weekdays)*

	Resident	Non-Res.
Adult	\$ 600.00	\$ 1,600.00
Child	\$ -	\$ 700.00
Urn	\$ 250.00	\$ 500.00
After hours charge (begins at 3pm)	\$ 250.00	\$ 250.00

per hour

Burial Fees (Weekends/Holidays)*

	Resident	Non-Res.
Adult	\$ 1,100.00	\$ 2,100.00
Child	\$ -	\$ 1,200.00
Urn	\$ 750.00	\$ 1,000.00

Late notice burial fee* \$ 100.00

* Farmington City must be informed of burials at least 48 hours in advance.

Disinterment Fees

	Resident	Non-Res.
Adult (limited to vaults only)	\$ 1,500.00	\$ 1,500.00
Child or Urn (adult or child)	\$ 900.00	\$ 900.00

Repurchase Price for the City's "Right to Burial"

	Resident	Non-Res.
Burial sites adjacent to each other or single site adjacent to another single burial site	\$ 430.00	\$ 430.00
Single burial sites	\$ 110.00	\$ 110.00

per grave
per burial site

	Resident			Non Resident		
	New	\$	%	New	\$	%
	Rate	Change	Change	Rate	Change	Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

E2. Parks & Recreation Facilities Use Fees

Park Picnic Pavilions (2 hour min)

	Resident	Non-Res.	
Deposit (fully-refundable)	\$ 55.00	\$ 55.00	
Food Truck Deposit (refundable)	\$ 110.00	\$ 110.00	
Per Pavilion	\$ 15.00	\$ 30.00	per hour
Woodland Amphitheater	\$ 27.00	\$ 42.00	per hour
Employee Rental Rates	\$ 15.00	\$ 15.00	per hour

Deposits and fees must be paid at the time of reservation. Cancellations shall not be made less than 7 days before the reservation date in order to obtain a full refund. Cancellations made with less than 7 days advance notice will forfeit all fees paid, with the exception of bad weather or a lightning storm.

Special Use Permit Fees

	Resident	Non-Res.	
Electricity for Woodland Amphitheater	\$ 30.00	\$ 30.00	
Food Trucks	\$ 30.00	\$ 30.00	
Use of amplified sound	\$ 27.00	\$ 27.00	per hour
Groups over 300 participants	\$ 80.00	\$ 80.00	
Live Music (2 hour max)	\$ 110.00	\$ 110.00	
Other special uses that may adversely affect neighboring property owners	\$ 50.00	\$ 50.00	

Community Arts Center Rental Fees

Main Floor

Main Hall Rental Fees (minimum of 2 hours)

	Resident	Non-Res.	
Cleaning and damage deposit (fully-refundable)	\$ 215.00	\$ 215.00	
Family Events	\$ 70.00	\$ 140.00	per hour
All other Events	\$ 115.00	\$ 230.00	per hour
City Employees	\$ 30.00	\$ 30.00	per hour

Miscellaneous Fees

One Microphone CD and/or iPod hookup	\$ 11.00	\$ 11.00	
Sound and Light Technician	\$ 35.00	\$ 35.00	per hour

Classrooms (minimum of 2 hours)

	Resident	Non-Res.	
Cleaning and damage deposit (fully-refundable)	\$ 55.00	\$ 55.00	
Family Events	\$ 20.00	\$ 40.00	per hour
All other Events	\$ 30.00	\$ 60.00	per hour

Multi-Purpose Room Fees (including sound and kitchen, minimum of 2 hours)

	Resident	Non-Res.	
Cleaning and damage deposit (fully-refundable)	\$ 80.00	\$ 80.00	
Family Events	\$ 35.00	\$ 70.00	per hour
All other Events	\$ 60.00	\$ 120.00	per hour
City Employees	\$ 15.00	\$ 15.00	per hour

	Resident			Non Resident		
	New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Holiday Rental

All holiday rentals apply to all observed Holidays - except for Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, and the 4th of July as the facility shall be closed and unavailable those particular holidays.

Holiday Rates:	Resident	Non-Res.	
Cleaning and damage deposit (fully-refundable)	\$ 215.00	\$ 215.00	
Family Use - Upstairs	\$ 85.00	\$ 170.00	per hour
Family Event - Basement	\$ 70.00	\$ 140.00	per hour
All other events - Upstairs	\$ 150.00	\$ 345.00	per hour
All other events - Basement	\$ 140.00	\$ 280.00	per hour

Community Arts Center Cancellation Fee

If cancellation is made 30 days prior to the date scheduled for use of the facilities, the City will promptly refund all fees paid less a \$5 cancellation fee. If cancellation is made within 30 days of the reservation, the City will promptly refund all fees paid less a \$50 cancellation fee. If cancellation is made within 14 days of the reservation you forfeit the hourly fees due for the reservation and will have your deposit returned to you in full.

E3. Arts & Special Events

Youth Theater

	Resident	Non-Res.
Deposit (refundable if volunteer hours are completed)	\$ 85.00	\$ 85.00
Participant fee	\$ 25.00	\$ 35.00
Tickets in advance	\$ 7.00	\$ 7.00
Tickets at the door	\$ 8.00	\$ 8.00
Tickets - Peer youth group rate (10+)	\$ 5.00	\$ 5.00
Tickets - Group rate (15+)	\$ 5.00	\$ 5.00

Fall Theater

Dinner Theater tickets in advance	\$ 30.00	\$ 30.00
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Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

E4. SWIMMING POOL

Military discount (active duty and veteran) on daily admissions and pool memberships 25%

<u>Daily Admission</u>	Resident	Non-Res.
Youth (2 and Under)	Free with paying adult	
Ages 3 years - 64 years	\$ 5.00	\$ 7.00
Senior Citizens (65 and older)	\$ 4.00	\$ 5.00
Lap Swim/Water Aerobics	\$ 5.00	\$ 5.00

<u>20 Punch Passes</u>	Resident	Non-Res.
Open Swim	\$ 90.00	\$ 120.00
Senior Open Swim	\$ 60.00	\$ 80.00
Lap Swim/Water Aerobics	\$ 80.00	\$ 90.00
City Employees (full-time, permanent part-time, including fire fighters and elected officials)		\$ 30.00

<u>Season Membership</u>	Resident**	Non-Res.**
Individual	\$ 75.00	\$ 125.00
Family Pass* - First two members in household	\$ 150.00	\$ 240.00
Family Pass* - Each additional member of household	\$ 20.00	\$ 30.00

per member

*Family passes are for guardians and dependents living in the same household

**Early bird discount \$10/Individual and \$25/Family Pass (first two members) if purchased before May 1st.

<u>Pool Rental*</u>	Resident	Non-Res.
	\$ 540.00	\$ 650.00

*Pool rental is available only from 7pm-10pm during summer break. Once school begins, the pool can be rented from 5:30pm-8:30pm

Pool Rental Refund Policy

If cancelled prior to seven (7) days there will be a \$5 processing fee charged. If a cancellation is made as permitted in this section, the city shall promptly refund to the User any monies received, less the processing fee or cancellation fee. The cancellation fee shall be either Fifty Dollars (\$50) or the amount of the partial payment, whichever is less, an is to compensate the City for processing the cancellation and rescheduling of the Facilities.

<u>Swim Lessons*</u>	Resident	Non-Res.
Individual Lessons	\$ 69.00	\$ 92.00
Group Lessons	\$ 38.00	\$ 50.00

*Individual lessons are four, 30 minute lessons taught during open swim. The teacher-student ratio is 1:1. Group lessons are eight 37min lessons. The teacher-student ratio for beginners is 2:6. All other group classes are 1:6.

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Spring Baseball	*Additional \$10 added for last two weeks of registration	Resident*	Non-Res.*
T-Ball (4 - 5 yrs.)		\$ 48.00	\$ 58.00
Coach Pitch (5 yrs.)		\$ 48.00	\$ 58.00
Kindergarten		\$ 53.00	\$ 63.00
1st/2nd Minor		\$ 64.00	\$ 74.00
1st/2nd Major		\$ 64.00	\$ 74.00
3rd		\$ 70.00	\$ 80.00
4th		\$ 70.00	\$ 80.00
5th-6th		\$ 82.00	\$ 92.00
Jr High		\$ 104.00	\$ 114.00
High School		\$ 104.00	\$ 114.00
Allstars		\$ 100.00	\$ 100.00

Fall Baseball	*Additional \$10 added for last two weeks of registration	Resident*	Non-Res.*
T-Ball (4-5 yrs.) (Co-ed)		\$ 27.00	\$ 37.00
Coach Pitch (5 yrs.) (Co-ed)		\$ 27.00	\$ 37.00
Kindergarten (Co-ed)		\$ 27.00	\$ 37.00
1st/2nd		\$ 32.00	\$ 42.00
3rd Grade & 4th Grade		\$ 43.00	\$ 53.00
5th-6th Grade		\$ 47.00	\$ 57.00
Jr High		\$ 89.00	\$ 99.00

One-time Jersey Fee - Approximately \$18-24

Spring Softball	*Additional \$10 added for last two weeks of registration	Resident*	Non-Res.*
Kindergarten		\$ 53.00	\$ 63.00
1st		\$ 53.00	\$ 63.00
2nd		\$ 53.00	\$ 63.00
3rd		\$ 53.00	\$ 63.00
4th		\$ 53.00	\$ 63.00
5th		\$ 53.00	\$ 63.00
U12 Fast Pitch		\$ 78.00	\$ 88.00
Jr High Softball		\$ 78.00	\$ 88.00

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change
			\$ 63.00	\$ 5.00	8.62%
			\$ 63.00	\$ 5.00	8.62%
			\$ 68.00	\$ 5.00	7.94%
			\$ 79.00	\$ 5.00	6.76%
			\$ 79.00	\$ 5.00	6.76%
			\$ 85.00	\$ 5.00	6.25%
			\$ 85.00	\$ 5.00	6.25%
			\$ 97.00	\$ 5.00	5.43%
			\$ 119.00	\$ 5.00	4.39%
			\$ 119.00	\$ 5.00	4.39%
\$ 115.00	\$ 15.00	15.00%	\$ 115.00	\$ 15.00	15.00%
			\$ 42.00	\$ 5.00	13.51%
			\$ 42.00	\$ 5.00	13.51%
			\$ 42.00	\$ 5.00	13.51%
			\$ 47.00	\$ 5.00	11.90%
			\$ 58.00	\$ 5.00	9.43%
			\$ 62.00	\$ 5.00	8.77%
			\$ 104.00	\$ 5.00	5.05%
			\$ 68.00	\$ 5.00	7.94%
			\$ 68.00	\$ 5.00	7.94%
			\$ 68.00	\$ 5.00	7.94%
			\$ 68.00	\$ 5.00	7.94%
			\$ 68.00	\$ 5.00	7.94%
			\$ 93.00	\$ 5.00	5.68%
			\$ 93.00	\$ 5.00	5.68%

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Fall Softball	*Additional \$10 added for last two weeks of registration	Resident*	Non-Res.*
1st - 2nd Grade		\$ 32.00	\$ 42.00
3rd - 4th Grade		\$ 32.00	\$ 42.00
5th - 6th Grade		\$ 42.00	\$ 52.00
One-time Jersey Fee - Approximately \$18-24			

Adaptive Recreation	*Additional \$10 added for last two weeks of registration	Resident*	Non-Res.*
Jr. Jazz		\$ 47.00	\$ 57.00
Super Sport		\$ 33.00	\$ 43.00
Baseball		\$ 47.00	\$ 57.00

Super Sport	Resident	Non-Res.
Summer	\$ 33.00	\$ 43.00

Volleyball	*Additional \$10 added for last two weeks of registration	Resident*	Non-Res.*
Youth Volleyball League - grades 3rd - 8th		\$ 40.00	\$ 50.00
Youth Volleyball League - 9th through 12th grades		\$ 45.00	\$ 55.00

Adult Programs	Resident	Non-Res.
Basketball - Men's	\$ 425.00	\$ 425.00
Basketball - Women's	\$ 425.00	\$ 425.00
Soccer (Co-ed)	\$ 475.00	\$ 475.00
Softball (Co-ed)	\$ 430.00	\$ 430.00
Volleyball - Women's	\$ 275.00	\$ 275.00
Volleyball (Co-ed)	\$ 275.00	\$ 275.00

Pickleball	Resident	Non-Res.
Pickleball League (4 days) instructional	\$ 32.00	\$ 42.00
Pickleball League (6 days)	\$ 32.00	\$ 42.00
Pickleball Round Robin	\$ 16.00	\$ 26.00
Pickleball Senior League	\$ 32.00	\$ 32.00

Other	Resident	Non-Res.
Tennis Lessons	\$ 43.00	\$ 53.00
Archery	\$ 32.00	\$ 42.00
Fishing Program	\$ 32.00	\$ 42.00
Ski & Snowboard Program - 5 week session	\$	\$
Ski & Snowboard Program - 3 week session	\$	\$

Partnership Programs	
Music in Me	Fee determined by partnership program
Lego	Fee determined by partnership program

High-school Partnership Programs	
Wrestling	30% City, 70% high school, after overhead
Track & Field	30% City, 70% high school, after overhead
Volleyball	30% City, 70% high school, after overhead

	Resident			Non Resident		
	New Rate	\$ Change	% Change	New Rate	\$ Change	% Change
				\$ 47.00	\$ 5.00	11.90%
				\$ 47.00	\$ 5.00	11.90%
				\$ 57.00	\$ 5.00	9.62%
				\$ 62.00	\$ 5.00	8.77%
				\$ 48.00	\$ 5.00	11.63%
				\$ 62.00	\$ 5.00	8.77%
				\$ 48.00	\$ 5.00	11.63%
				\$ 55.00	\$ 5.00	10.00%
				\$ 60.00	\$ 5.00	9.09%
	\$ 525.00	\$ 50.00	10.53%	\$ 525.00	\$ 50.00	10.53%
				\$ 47.00	\$ 5.00	11.90%
				\$ 47.00	\$ 5.00	11.90%
				\$ 31.00	\$ 5.00	19.23%
				\$ 58.00	\$ 5.00	9.43%
				\$ 47.00	\$ 5.00	11.90%
				\$ 47.00	\$ 5.00	11.90%
	\$ 400.00	\$ 400.00		\$ 415.00	\$ 415.00	
	\$ 250.00	\$ 250.00		\$ 265.00	\$ 265.00	

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

E7. Farmington City Gymnasium*

Military discount (active duty and veteran) on daily admissions and gymnasium memberships 25%

Daily Admission	Resident	Non-Res.
6 & under free (must be accompanied by an adult)	\$ -	\$ -
Youth Day Pass (Ages 7-17)	\$ 1.50	\$ 2.50
Adult Day Pass (18 and older)	\$ 2.00	\$ 3.00
Senior Day Pass (65+)	\$ 1.50	\$ 2.50
Senior Day Pass (65+) - Walking Track Only	\$ 0.75	\$ 0.75

Punch Pass - 20 Punches	Resident	Non-Res.
Youth (7-17)	\$ 30.00	\$ 50.00
Adult (18 and Older)	\$ 30.00	\$ 50.00
Senior (65+)	\$ 20.00	\$ 40.00

One Month Membership	Resident	Non-Res.
Youth (7-17)	\$ 30.00	\$ 50.00
Adult (18 and Older)	\$ 30.00	\$ 50.00
Senior (65+)	\$ 20.00	\$ 40.00
Family (first two members)**	\$ 50.00	\$ 90.00
Each additional family member**	\$ 10.00	\$ 10.00

6 Month Membership	Resident	Non-Res.
Youth (7-17)	\$ 115.00	\$ 150.00
Adult (18 and Older)	\$ 115.00	\$ 205.00
Senior (65+)	\$ 65.00	\$ 120.00
Family (first two members)**	\$ 180.00	\$ 300.00
Each additional family member**	\$ 15.00	\$ 15.00

1 Year Membership	Resident	Non-Res.
Youth (7-17)	\$ 220.00	\$ 280.00
Adult (18 and Older)	\$ 220.00	\$ 390.00
Senior (65+)	\$ 120.00	\$ 220.00
Family (first two members)**	\$ 340.00	\$ 560.00
Each additional family member**	\$ 20.00	\$ 20.00

**Family Passes are for Immediate family living in the same household. Residents must show proof of residency in order to receive the resident rate. Valid Drivers license is the best method for proof of residence

	Resident			Non Resident		
	New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

Facility Rental Prices

	Resident	Non-Res.	
Full Basketball Courts (N/S)	\$ 75.00	\$ 110.00	per hour
1/2 Basketball Court (E/W)	\$ 38.00	\$ 60.00	per hour
1/4 Basketball Court	\$ 13.00	\$ 20.00	per hour
Multi Purpose Room	\$ 38.00	\$ 60.00	per hour
Single Pickleball Court	\$ 13.00	\$ 20.00	per hour

Outdoor Courts

Pickleball Courts (Outdoor Only Courts 1&2)	\$ 12.00	\$ 14.00	per 2 hrs
Tennis Courts	\$ 8.00	\$ 8.00	

Additional Fees

	Resident	Non-Res.	
Ipod, CD or mic. Hook up	\$ 15.00	\$ 25.00	per day
Score Controller	\$ 15.00	\$ 25.00	per day
Table & Chair setup and take down	\$ 15.00	\$ 25.00	per day

*Reservations for the entire gym **MUST** be reserved and paid **two weeks** in advance and cannot be reserved during peak hours or Farmington City Parks and Recreation program nights. There may be an extra charge based upon equipment needed. Reservations must be approved by the Farmington City Parks and Recreation gymnasium manager. Any questions for facility reservations must be directed to the gymnasium manager.

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

F. BUSINESS LICENSING FEES

Timing of Payment

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

***Business Licensing Fees:**

Basic Business License Fee	
Small Commercial (under 10,000 sqft including outdoor sales area)	\$ 135.00
Medium Commercial (10,000 to 40,000sqft including outdoor sales area)	\$ 215.00
Large Commercial (over 40,000 sqft including outdoor sales area)	\$ 320.00
Home Occupation License Fee	
Pre-school (impactful, requires annual fire inspection)	\$ 75.00
Day-Care (Impactful, requires annual fire inspection)	\$ 75.00
Requested (non-impactful per home business owner's request)	\$ 30.00
Temporary Business License Fee	
Mobiles and Itinerant Business	\$ 150.00
New Location Transfer Fee	\$ 20.00
Name Change Transfer Fee	\$ 20.00
Other Licenses Transfer Fee	\$ 10.00
Duplicate License Transfer Fee	\$ 10.00
Regulatory License/Amusement Park	\$ 300.00
Regulatory License/Solicitors	\$ 50.00 per solicitor
Regulatory License/Theaters	\$ 350.00
Regulatory License/Video Stores	\$ 100.00
Regulatory License/Fireworks	\$ 300.00
Beer/Liquor Class A	\$ 300.00
Beer/Liquor Class B	\$ 300.00
Beer/Liquor Class D	\$ 300.00
Special Event License	\$ 300.00
Sexually Oriented Business	\$ 800.00

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

G4. Fire Permit Fees

Fire Sprinkler System Permit (flow, hydro, final) - 0-3,000 Sq ft	\$ 150.00	Includes 3 inspections
Fire Sprinkler System Permit (flow, hydro, final) - 3,001-10,000 Sq ft	\$ 250.00	Includes 3 inspections
Fire Sprinkler System Permit (flow, hydro, final) - 10,001+ Sq ft	\$ 300.00	Includes 3 inspections
Fire Sprinkler Systems Additional Inspections	\$ 100.00	Each additional
*Kitchen Hood Testing Permit	\$ 100.00	
*Fire Pump Permit	\$ 100.00	
*Hydrant Flow Testing (witness)	\$ 100.00	
*Fire Line Flow Testing (witness)	\$ 100.00	
*Fireworks Retail Sales	\$ 250.00	
*Fireworks Display	\$ 500.00	
*Paint Booth, Spray Booth, Dip Tank, Powder Coating Plan Review	\$ 75.00	
*Paint Booth, Spray Booth, Dip Tank, Powder Coating Permit	\$ 100.00	
*Flammable/Combustible Liquid Tank Installation (above ground) Plan Review	\$ 75.00	
*Flammable/Combustible Liquid Tank Installation (above ground) Permit	\$ 100.00	
*Petroleum Hydro Pump Test	\$ 100.00	
*Flammable/Combustible Liquid Tank Installation (below ground) Plan Review	\$ 100.00	
*Flammable/Combustible Liquid Tank Installation (below ground) Permit	\$ 100.00	
*Underground Tank Removal	\$ 200.00	
*LPG Tank Over 125 Gallons Install	\$ 100.00	
*CO2 Tank Inspections	\$ 100.00	
*Cryogenic-Inert Gas & Oxidizing Gas Plan Review	Same as the initial plan review	
*Cryogenic-Inert Gas & Oxidizing Gas Permit	\$ 100.00	
*Industrial Cutting/Welding Permit	\$ 100.00	
*Dry Cleaning Plants	\$ 100.00	
*Exhibits, Trade Shows (Mass Gathering Event)	\$ 200.00	
*Explosives	\$ 200.00	
*Fire Hydrants & Valves	\$ 100.00	
*Hot Work Operations	\$ 100.00	
*Industrial Ovens	\$ 100.00	
*Lumber Yards & Woodworking Plants	\$ 100.00	
*Liquid or Gas Fueled Equipment in Assembly Buildings	\$ 100.00	

*105.1.1 Permits Required

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

H. OTHER MISCELLANEOUS FEES

Time of Payment

Payment is due upon request for services.

H1. Advertising Space in City Newsletter

Large Block Advertising Space \$ 600.00
(Space measured up to 3" X 5")

Medium Block Advertising Space \$ 150.00
(Space the size of a standard business card - approximate size not to exceed 3 1/2" X 2")

Small Block Advertising Space \$ 75.00
(Space measured up to 1 1/2" X 1 1/2")

H2. Municipal Parking Violation Fine (except for handicapped parking) \$ 25.00

H3. Civil Penalty Fines

Citation: Property maintenance (weeds, inoperable vehicles, debris, etc.)* \$ 100.00
 Administrative Fee to Oversee Abatement \$ 100.00
 Building code or zoning violations \$ 1,000.00 maximum**
 Continuing building or zoning violations \$ 100.00 per day
 Conducting business without a license \$ 50.00 per day
 Conducting business with a suspended/revoked license \$ 200.00 per day

Illicit discharge or connection into Storm Water System*:**

Negligent discharge of non-hazardous waste \$ 50.00 per day
 Negligent discharge of hazardous waste/sewage \$ 200.00 per day
 Intentional discharge of non-hazardous waste \$ 125.00 per day
 Intentional discharge of hazardous waste/sewage \$ 500.00 per day

Violations of posted orders:

Unlawful to do business \$ 300.00 per day
 Stop Work Order \$ 500.00 per day
 Closed to Occupancy \$ 200.00 per day

*If paid within ten (10) days of the date of service of civil citation \$100. The civil penalty shall be \$200, if paid after ten (10) days but within twenty (20) days of service. The civil penalty shall be \$300 if paid after twenty (20) days but within thirty (30) days of service. After thirty (30) days, unpaid civil penalties shall accrue interest at the rate set forth by the State of Utah for unpaid judgements.

** Fines vary at the discretion of the enforcement official depending upon the severity of the offense, which considers the following factors: intentions of the offender, whether it is a repeated offense, and the impact or harm to neighbors or the community.

***These are minimum amounts. The actual fine will reflect the severity of the violation. Second offenses committed within twelve months of a prior offense shall be subject to double the penalty listed in this schedule. Each subsequent offense is subject to triple the penalty listed (but not to exceed \$1,000 per day).

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

Date of Last Revision: 12/09/2025

FARMINGTON CITY CONSOLIDATED FEE SCHEDULE

H4. GRAMA Request			
Copying per page	\$	0.25	
Time in researching and compiling the record (exceeding 15 minutes)	\$	35.00	per hour
Flash Drive	\$	30.00	per flash drive
H5. Police Department			
Police Report (free for the victim)	\$	20.00	
Accident Report (accessed online through online provider)	\$	25.00	
Accident Report (provided by staff)	\$	30.00	
Accompanying Data (photographs, diagrams, etc.) provided on CD/jump drive	\$	30.00	
Video requests (dashcam, bodycam)	\$	30.00	per officer
Event Security - Minimum of two (2) hours charged in hour increments for time at the event.	\$	100.00	per hour per officer
H6. Service Fee for Credit/Debit Cards			2.75%
H7. Improper Use of Dumpster	\$	75.00	
City park dumpsters are for park-use waste only. Nonpark waste is prohibited and improper use will result in fines.			
H8. Invoice Administration Fee	\$	25.00	
Applied to invoices generated by Farmington City staff to recover the administrative costs of preparing and tracking invoices. Some exceptions may apply for grant-related invoices depending on grant requirements.			

Resident			Non Resident		
New Rate	\$ Change	% Change	New Rate	\$ Change	% Change

RESOLUTION NO: ____

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE
CONSOLIDATED FEE SCHEDULE**

WHEREAS, the City Council has reviewed the Consolidated Fee Schedule and has determined that the same should be amended as provided herein; and

WHEREAS, the City Council, upon recommendation from the City's Administrative staff, has determined that an amendment of the Consolidated Fee Schedule is necessary to include certain new and adjusted fees

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

Section 1: Amendment. The Farmington City Consolidated Fee Schedule is hereby amended to include the various changes as proposed by City staff.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF
UTAH, THIS 19th DAY OF MAY 2026.**

ATTEST:

FARMINGTON CITY

DeAnn Carlile, City Recorder

Brett Anderson, Mayor

CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Consider approval of C&B Striping to construct the overlays FY 2027 road maintenance project bid

PRESENTED BY: Chad Boshell, City Engineer, Assistant City Manager

MEETING DATE: May 19, 2026

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: May 19, 2026

SUBJECT: **CONSIDER APPROVAL OF C&B STRIPING TO CONSTRUCT THE OVERLAYS FY 2027 ROAD MAINTENANCE PROJECT BID**

RECOMMENDATION

Approve the contract and bid from C&B Striping for the construction of road maintenance improvements in the amount of \$606,717.65 to be paid from various street maintenance funds.

BACKGROUND

The City received 7 bids for the Overlays FY 2027 Road Maintenance Project ranging from \$606,717.65 to \$765,913.00 and will begin construction in July. The project includes lowering and raising manholes, milling, overlays and leveling course. City staff recommends awarding C&B Striping 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
C&B Striping DBA C&B Asphalt (“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. 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: Overlays FY 2027 Road Maintenance Project

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Chad Boshell P.E.

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 15, 2027. Manholes and valve collars shall be brought to grade within 30 days after paving. 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 15, 2027.

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 \$ 606,717.65

- 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 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - 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 1 sheet(s) with each sheet bearing the following general title: Farmington City Maintenance Project FY 2027 [or] the Drawings listed on the attached sheet index.
9. Addenda (numbers 1 to 1, inclusive).
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:

C&B Striping DBA C&B Asphalt

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: Farmington City
Overlays FY 2027
Road Maintenance
Project

DATE: April 28, 2026

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

BID DATE: April 30, 2026

ENGINEER: City

BID TIME: 2:00 PM

This Addendum shall be considered part of the Contract Documents and Project Manual 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 and Project Manual, the Addendum shall govern and take precedence.

Item 1.1 Updated Article 5 - Basis of Bid to include Item 14, 2” Profile Mill.

14	2” Profile Mill	SY	676
----	-----------------	----	-----

Item 1.2 Updated Measurement and Payment to include Bid Item #14.

Bid Item #14: 2” Profile Mill

- A. Measurement is based on the actual square yardage of asphalt milling done. Payment includes removal and disposal of milled asphalt, hauling, disposal fees, clean up, and all appurtenant items.
- B. Payment shall be made at the contract unit price from Bid Item as stated on the Bid Form.

ARTICLE 5 – BASIS OF BID

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	LS	1		
2	Traffic Control	LS	1		
3	Public Notice of Construction to Residents	LS	1		
4	3" Overlay with Fiber (PG 64-34)	SY	7,927		
5	2" Overlay with Fiber (PG 58-28)	SY	23,874		
6	7' Edge Mill 2" to 0" Taper	LF	13,147		
7	Manhole Lowered and Raised to Grade	EA	19		
8	Water Valves Lowered and Raised to Grade	EA	42		
9	Manholes Raised to Grade	EA	13		
10	Water Valves Raised to Grade	EA	11		
11	Monuments Raised to Grade	EA	9		
12	3" Profile Mill	SY	10,191		
13	Night Work Station Parkway and Round-about	LS	1		
14	2" Profile Mill	SY	676		
Total of All Unit Price Bid Items				\$	

B. Payment shall be made at the contract lump sum price from Bid Items as stated on the Bid Form

1.20 Bid Item #14: 2" Profile Mill

A. Measurement is based on the actual square yardage of asphalt milling done. Payment includes removal and disposal of milled asphalt, hauling, disposal fees, clean up, and all appurtenant items.

B. Payment shall be made at the contract unit price from Bid Item as stated on the Bid Form.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

BID FORM
OVERLAYS FY 2027 ROAD MAINTENANCE PROJECT

TABLE OF CONTENTS

ARTICLE 1 - BID RECIPIENT	15
ARTICLE 2 – BIDDERS ACKNOWLEDGMENTS.....	15
ARTICLE 3 – BIDDER’S REPRESENTATIONS	15
ARTICLE 4 – BIDDER’S CERTIFICATION	16
ARTICLE 5 – BASIS OF BID	18
ARTICLE 6 -TIME OF COMPLETION.....	23
ARTICLE 7 – ATTACHMENTS TO THIS BID	23
ARTICLE 8 – DEFINED TERMS	23
ARTICLE 9 – BID SUBMITTAL	24

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 No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	LS	1	3,700	3,700
2	Traffic Control	LS	1	4,300	4,300
3	Public Notice of Construction to Residents	LS	1	755	755
4	3" Overlay with Fiber (PG 64-34)	SY	7,927	20.50	162,503.50
5	2" Overlay with Fiber (PG 58-28)	SY	23,874	11.40	272,163.60
6	7' Edge Mill 2" to 0" Taper	LF	13,147	3.40	44,699.80
7	Manhole Lowered and Raised to Grade	EA	19	860	16,340
8	Water Valves Lowered and Raised to Grade	EA	42	680	28,560
9	Manholes Raised to Grade	EA	13	785	10,205
10	Water Valves Raised to Grade	EA	11	655	7,205
11	Monuments Raised to Grade	EA	9	525	4,725
12	3" Profile Mill	SY	10,191	4.25	43,311.75
13	Night Work Station Parkway and Round-about	LS	1	4,700	4,700
14	2" Profile Mill	SY	676	5.25	3,549
Total of All Unit Price Bid Items				\$	606,717.65

2026-27 Overlays

Road Name	From Address	To Address	
Morningside Dr.	Ironside Way	Lonestar Dr	
2" overlay w/fiber/ pg 58-28		2275	
7' edge mill 2" to 0" taper		1593	
WV raise to grade		1	
MH lower & raise to grade		4	
WV lower & raise to grade		2	
Monument raise to grade		2	
		Subtotal	
Lonestar Dr.	Ironside Way	Ranch road	
2" overlay w/fiber/ pg 58-28		2181	
7' edge mill 2" to 0" taper		1540	
WV raise to grade		3	
MH lower & raise to grade		2	
WV lower & raise to grade		7	
Monument raise to grade		1	
		Subtotal	
Station Parkway & Round-a-bout	Park Lane	Through Round-a-bout	(Night Work Only)
3" overlay w/ fiber/ pg 64-34		7927	
3" Profile Mill		7927	
MH lower & raise to grade		5	
WV lower & raise to grade		3	
		Subtotal	
Remington Ln.	Burke Ln	Colt Dr.	
2" overlay w/fiber/ pg 58-28		1533	
7' edge mill 2" to 0" taper		1114	
MH raise to grade		1	
MH lower & raise to grade		1	
WV lower & raise to grade		1	
		Subtotal	

2026-27 Overlays

700 S	53 E	200 E	
2" overlay w/fiber/ pg 58-28		2673	
7' edge mill 2" to 0" taper		1504	
MH raise to grade		5	
WV raise to grade		1	
WV lower & raise to grade		1	
		Subtotal	
Lupine Court	Lupine Way	End	
2" overlay w/fiber/ pg 58-28		676	
2" Profile Mill		676	
MH lower & raise to grade		1	
		Subtotal	
Silver Spur Way	Old Fort Rd.	West End	
2" overlay w/fiber/ pg 58-28		2795	
7' edge mill 2" to 0" taper		1725	
MH raise to grade		3	
WV raise to grade		4	
MH lower & raise to grade		1	
WV lower & raise to grade		11	
Monument raise to grade		3	
		Subtotal	
Old Fort Cir.			
2" overlay w/fiber/ pg 58-28		1098	
7' edge mill 2" to 0" taper		575	
MH raise to grade		1	
WV lower & raise to grade		3	
Monument raise to grade		1	
		Subtotal	
1150 S.	120 E	End	
2" overlay w/fiber pg 58-28		1134	
3" Profile Mill		1134	
MH lower & raise to grade		1	
		Subtotal	

2026-27 Overlays

1190 S.	120 E	End	
2" overlay w/fiber/ pg 58-28		1130	
3" Profile Mill		1130	
MH lower & raise to grade		1	
		Subtotal	
Stampede Dr.	Ironside Way	End	
2" overlay w/ fiber/ pg 58-28		1473	
7' edge mill 2" to 0" taper		900	
MH raise to grade		1	
WV raise to grade		1	
MH lower & raise to grade		1	
WV lower & raise to grade		3	
Monument raise to grade		1	
		Subtotal	
Silver Spur Cir.	Old Fort rd.	East End	
2" overlay w/ fiber/ pg 58-28		1536	
7' edge mill 2" to 0" taper		884	
MH lower & raise to grade		1	
WV lower & raise to grade		6	
Monument raise to grade		1	
		Subtotal	
Stampede Dr.	Silver Spur	Hollybrook Way	
2" overlay w/ fiber/ pg 58-28		815	
7' edge mill 2" to 0" taper		612	
WV raise to grade		1	
WV lower & raise to grade		2	
		Subtotal	
Walker Ln	Stayner Dr.	End	
2" overlay w/ fiber/ pg 58-28		1466	
7' edge mill 2" to 0" taper		879	
MH raise to grade		1	
WV lower & raise to grade		1	
		Subtotal	

2026-27 Overlays

Cheever Ln.	Stayner Dr.	End	
2" overlay w/ fiber/ pg 58-28		1572	
7' edge mill 2" to 0" taper		896	
MH raise to grade		1	
WV lower & raise to grade		1	
		Subtotal	
Brown Ln.	Stayner Dr.	End	
2" overlay w/fiber/ pg 58-28		1517	
7' edge mill 2" to 0" taper		925	
MH lower & raise to grade		1	
WV lower & raise to grade		1	
		Subtotal	

Project Total

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.: 9429801-5501

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: C&B STRIPING DBA C&B ASPHALT
[Indicate correct name of bidding entity]

By: 
[Signature]

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

Attest: 
[Signature]

COLEMAN CALDER
[Printed name]

Title: ESTIMATOR

Submittal Date: 04/30/2026

Address for giving notices:

1957 N 5100 W
PLAIN CITY, UT 84404

Telephone Number: 435-730-6876

Fax Number: N/A

Contact Name and e-mail address: JAKE PHILLIPS, jake@cbasphaltvt.com
OFFICE @ CBASPHALT UT.COM

Bidder's License No.: 9429801-5501
(where applicable)

BID BOND

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

BIDDER (Name and Address):

C & B Striping LLC DBA C & B Asphalt
1957 N 5100 W
Plain City, UT 84404

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

The Cincinnati Insurance Company
6200 S. Gilmore Road
Fairfield, OH 45014-5141

OWNER (Name and Address):

Farmington City
720 W 100 N
Farmington, UT 84025

BID

Bid Due Date: April 30, 2026

Description (Project Name - Include Location): Overlays FY 2027 Road Maintenance Project

BOND

Bond Number: Bid bond

Date: April 30, 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

SURETY

C & B Striping LLC DBA C & B Asphalt

(Seal) The Cincinnati Insurance Company (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By


Signature


Signature (Attach Power of Attorney)

BRANDON CALDER
Print Name

Stacie R. Hanson
Print Name

ESTIMATOR
Title

Attorney-in-Fact
Title

Brandon Calder
Signature

Attest


Signature

Brandon Calder
Signature

Office Assistant
Title

Account Manager
Title

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.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Kevin W. Andrews; Stephanie Garahana; Stacie R. Hanson; Karrie Adams and/or Luke Jackson of Sandy, Utah their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventne

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collétt

Keith Collétt, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 30th day of April, 2026



Ed A.

<p>STATE OF UTAH DEPARTMENT OF COMMERCE ACTIVE LICENSE</p> <p>C & B Striping LLC 1957 N 5100 W Plain City UT 84404</p> <p>EFFECTIVE 06/03/2015</p> <p>EXPIRATION 11/30/2027</p>	<p>REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)</p> <p>9429801-5501 Contractor With LRF</p> <p>B100, E100, S260</p> <p>DBAs: C & B ASPHALT</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.

C & B STRIPING LLC
1957 N 5100 W
PLAIN CITY UT 84404

Please visit our web site at www.dopl.utah.gov should you have any questions in the future.

<p>STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF PROFESSIONAL LICENSING ACTIVE LICENSE</p>			
EFFECTIVE DATE:	06/03/2015		
EXPIRATION DATE:	11/30/2027		
ISSUED TO:	C & B Striping LLC 1957 N 5100 W Plain City UT 84404		
<p>REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)</p>			
9429801-5501	Contractor With LRF	DBAs:	C & B ASPHALT
B100, E100, S260			



STATEMENT OF QUALIFICATIONS AND EXPERIENCE

- **Company Profile:**

C&B was founded by Christian and Bryan Torres in 2008 as a family owned and operated company. Christian and Bryan have successfully established themselves in the paving and asphalt maintenance industry in Northern Utah. C&B is starting their 18th year of successful business in the industry. C&B Asphalt is a woman owned DBE registered company.

C&B Asphalt has completed a wide variety of projects for private, commercial, city, and government clients. We have a direct mastery of the skills and trades involved in asphalt, asphalt maintenance and preservation. C&B Asphalt is also one of 5 state contract holders in the state of Utah contract #MA4587.

Our employee standards are exceptionally high. We believe we have the finest workforce of any contractor in the region. Our senior management group has many years of experience in a large variety of construction disciplines. They have been successful in leading the company to experience steady growth with a profitable operation since being founded. We instill a safe and rewarding work environment in our employees, affording them the comfort and surety that they can return home safely. We have a drug testing program implemented for all employees to ensure a safe drug and violence free work environment.

Christian is the company president, as both a Disadvantaged and a Minority Business owner. She has proven to be a successful woman in the construction industry and has played an instrumental role in helping bring C&B the success and notoriety over the past 18 years. She has the skill set and work ethic to accomplish any task or service that C&B Asphalt offers. There are very few women owned businesses in the asphalt industry. Originally starting out with just two employees she has helped to grow the business to over twenty-five full-time employees. She has also successfully ran C&B Transportation hauling freight from coast to coast.

Bryan is the company vice president, having grown up in the construction trades, he quickly learned the benefits of hard work. He has completed various projects along the Wasatch Front over the past 25 years of his career. This work has given him a very complete understanding of the expectations and requirements of the local city and state requirements regarding site construction and pavement rehabilitation. Bryan is willing to go the extra mile to ensure projects are completed on time and as planned. Bryan has collaborated with several notable companies such as IHC hospitals, Northrup Grumman, Walmart, Maverick, and numerous municipalities over the years.



STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Jake Phillips, Estimator-

Jake is a construction professional with eight years of experience in the construction industry, specializing in asphalt paving, site development, and roadway infrastructure. He holds a bachelor's degree in construction management and maintains an OSHA 30 certification, reflecting his strong technical foundation and commitment to jobsite safety. His experience includes serving as an Assistant Project Manager for Advanced Paving where he assisted in preparing proposals and managing field operations for multimillion-dollar public and private projects, including major commercial developments such as Home Depot and Walmart stores. His experience in both estimating and operations provides valuable insight into budgeting, scheduling, and contract compliance.

Arthur Parr, Project Manager-

With over 26 years of experience in the asphalt industry, Art began paving in 2000 and has worked on projects ranging from residential driveways and commercial parking lots to municipal streets and major UDOT highway contracts. He has contributed to and led multimillion-dollar UDOT, ADOT, and Caltrans projects, consistently achieving ride quality incentives and meeting strict production and budget targets. His experience includes operating specialized equipment such as spray pavers for bonded wearing course overlays and serving as a Paving Foreman for Staker Parson, where he successfully managed crews, maintained schedules, and delivered high-quality results. He takes pride in bringing expertise, leadership, and commitment to excellence to C&B Asphalt, with a focus on helping the company grow into one of Utah's top paving contractors. His focus is on mentoring the next generation of asphalt professionals.

Johnny Gonzales, General Superintendent-

Mr. Gonzales has 22 years' experience in the construction industry which began with a local construction contractor. Mr. Gonzales's skills range from estimating and project management including the operating of small equipment, milling equipment, pavers, excavators, graders/ dozer, and dump trucks. Many of the construction projects he oversaw were with residential, commercial and government entities. These projects he managed ranged up to \$1.2 million dollars in size. Mr. Gonzales also has the skills to recognize problems before they become a hinderance or stop a project completely.

Lucas Rodriguez, General Superintendent-

Mr. Rodriguez has 12 years' experience in the construction industry which began with a local asphalt contractor. Mr. Rodriguez has been responsible for many construction projects up to nearly \$600 thousand dollars in size. These projects consist of interfacing asphalt patching work, road base installation, asphalt paving and asphalt maintenance. Working directly under public scrutiny, he routinely completes these projects with minimal interference to residents and businesses. He is very intelligent and can make swift decisions during intense times on a project.



STATEMENT OF QUALIFICATIONS AND EXPERIENCE

- **Experience:**

C&B has completed projects ranging from residential to governmental. Some notable projects include:

Project- Sandy City 2025 Overlay Project

Owner- Sandy City

Type of Project- Municipal Street Project

Contract Amount- \$981,000

Contact- Kevin Riddle (801) 860-2386

Description- Navigated all traffic control including road closures, milled out approximately 36,000 square yards at a depth of 1.5” of their existing roadway, applied tack to milled asphalt surface, and re-installed a new asphalt overlay. We re-striped the roadway at completion of paving to match what was previously existing and re-opened to traffic at completion. We also completed the entire projects concrete sealing to match existing city standards.

Project Duration – September 2025, completed within specified time as detailed by city.

Responsibilities – Johnny Gonzales was responsible for the coordination of the streets where work was to be performed, material delivery, job production and resident notification. Bryan Torres was responsible for the overall project coordination.

Project- Ben Lomond Business Park

Owner- Big-D Construction

Type of Project- Commercial

Contract Amount- \$1,400,000

Contact- Giovanni Rosales (385) 321-6583

Description- Installed Road base materials and compacted, furnished and installed new asphalt in parking lots and on road for a total of 470,000 SF, installed required signage, and striped parking lots.

Project Duration- August 2025, completed within project specified time.

Responsibilities– Johnny Gonzales was responsible for the coordination of the parking lots where work was to be performed, material delivery, job production and customer notification. Josh Torres was responsible for the layout and re-stripe including safely navigating traffic control and re-opening of the parking lot at completion. Bryan Torres was responsible for the overall project coordination.



STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Project- Walmart Distribution Center

Owner- B Hansen

Type of Project- Commercial

Contract Amount- \$645,000

Contact- Skylar Hansen (435) 201-4301

Description- Removed failed sections of asphalt at a depth of 8" and concrete at a depth of 8", removed road base at a depth of 9", installed new road base materials and compacted, furnished and installed new asphalt in parking lot for a total of 80,000 SF, and striped parking lots.

Project Duration- August 2025, completed within project specified time.

Responsibilities- Lucas Rodriguez was responsible for the coordination of the parking lots where work was to be performed, material delivery, job production and customer notification. Josh Torres was responsible for the layout and re-stripe, including safely navigating traffic control and re-opening of the parking lot at completion. Arthur Parr was responsible for the overall project coordination.

Project- Centerville 2025 Street Overlays

Owner- Centerville City

Type of Project- Municipal Street Project

Contract Amount- \$570,000

Contact- Brian Naylor (435) 733-0402

Description- Navigated all traffic control including road closures, milled out approximately 190,000 square feet at a depth of 1.5" of their existing roadway, applied tack to milled asphalt surface, and re-installed a new asphalt overlay. We re-striped the roadway at completion of paving to match what was previously existing and re-opened to traffic at completion.

Project Duration – September 2025, completed within specified time as detailed by city.

Responsibilities – Johnny Gonzales was responsible for the coordination of the streets where work was to be performed, material delivery, job production and resident notification. Bryan Torres was responsible for the overall project coordination.

Project- Millville Sewer Replacement

Owner- Whitaker Construction

Type of Project- Municipal Street Project

Contract Amount- \$1,150,000

Contact- Grant Marett (435) 230-1742

Description- Followed Whitaker on trench patching project providing installation of new asphalt in roadways for a total of 14,000 Tons.

Project Duration- August 2025, completed within project specified time.



STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Responsibilities– Lucas Rodriguez was responsible for the coordination of the parking lots where work was to be performed, material delivery, job production and customer notification. Arthur Parr was responsible for the overall project coordination.

Project- Maverik

Owner- Kobalt Construction

Type of Project- Commercial

Contract Amount- \$570,000

Contact- Chris Reynard (801) 888-4594

Description- Navigated all traffic control including parking lot closure, removed failed sections of asphalt within parking lots, or existing parking lot in entirety, disposed of materials offsite, installed pit run and road base materials and compacted, furnished and installed new asphalt, crack sealed, and striped parking lots

Project Duration-October 2025 & November 2024, completed within customer specified time.

Responsibilities– Johnny Gonzales & Lucas Rodriguez were responsible for the coordination of all traffic control and job coordination including material delivery and job production. Josh Torres was responsible for the layout and re-stripe, including safely navigating traffic control and re-opening of the parking lot at completion. Bryan Torres was responsible for the overall project coordination.

Project- Northrop Grumman

Owner- Northrop Grumman

Type of Project- Government

Contract Amount- \$720,000

Contact- Justin Petersen (385) 264-6449

Description- Milled out approximately 93,500 square feet of existing roadway at a depth of 3", applied tack to milled asphalt surface, and re installed a new asphalt overlay. We re-striped the roadway at completion of paving to match what was previously existing. Completed sweeping and striping of multiple roadways and parking lots owned by Northrop facilities. Navigated all necessary traffic control, removed all debris by using high powered blowers and pressurized air, and furnished and installed crack sealant.

Project Duration– April 2025 & October 2024, completed by due date provided by Northrop Grumman.

Responsibilities– Johnny Gonzales was responsible for the coordination of all traffic control and job coordination including material delivery and job production. Josh Torres was responsible for the layout and re-stripe including safely navigating traffic control and re-opening of the roadway at completion. Bryan Torres was responsible for the overall project coordination.



STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Project- Plain City Street Project

Owner- Plain City

Type of Project- Municipal Street Project

Contract Amount- \$1,270,000

Contact- Dan Schuler, (801) 603-2055

Description- Installed a 2" asphalt overlay on city streets. Seal Coated a total of approximately 3.5 million square feet of city streets using an APT spec material, removed all debris by using high powered blowers and pressurized air, furnished and installed crack sealant throughout various streets in Plain City, striped all roads where seal coat and overlay was applied.

Project Duration- October 2025 & September 2024, completed within project specified time as detailed by city.

Responsibilities- Lucas Rodriguez and Johnny Gonzales were responsible for the coordination of the streets where work was to be performed, material delivery, job production and resident notification. Jake Phillips was responsible for the overall project coordination.

Project- DFCM Weber State

Owner- DFCM

Type of Project- State Funded

Contract Amount- \$708,000

Contact- Tim Christensen (385) 226-2422

Description- Coordinated parking lot closure including traffic control, excavation of existing damaged asphalt, installed required road base, managed all concrete waterway installation, installed new asphalt at 3" and 4" depth, removed all debris by using high powered blowers and pressurized air, applied crack sealant to any void ¼" or greater, seal coated approximately 826,000 square feet of asphalt surface, and re-striped all seal coated and new pavement areas.

Project Duration- May 2025 & June 2024 completed within project specified time as detailed by State.

Responsibilities –Johnny Gonzales and Lucas Rodriguez were responsible for the coordination of all parking lot closures, material delivery, job production, and re-opening of parking lots at completion. Bryan Torres was responsible for the overall project coordination.



STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Project- Saratoga Springs Road Maintenance

Owner- Saratoga City

Type of Project- Municipal Street Project

Contract Amount- \$1,453,000

Contact- Tim Biel (801) 870-6740

Description- 2024 Navigated all traffic control including road closures, milled out approximately 30,000 square yards at a depth of 4" and 40,000 square yards at a depth of 1.5" of their existing roadway, applied tack to milled asphalt surface, and re-installed a new asphalt overlay. We re-stripped the roadway at completion of paving to match what was previously existing and re-opened to traffic at completion.

Project Duration – June 2024, completed within specified time as detailed by city.

Responsibilities – Johnny Gonzales was responsible for the coordination of the streets where work was to be performed, material delivery, job production and resident notification. Bryan Torres was responsible for the overall project coordination.

Description- 2023 Cleaned and prepped surface, applied approximately 1.5 million square feet of seal coat APT spec material.

Project Duration- August 2023, completed within project specified time.

Responsibilities – Lucas Rodriguez was responsible for the coordination of the streets where work was to be performed, material delivery, job production and resident notification. Bryan Torres was responsible for the overall project coordination.

Project- L.W. Miller

Owner- Laurie Meacham

Type of Project- Commercial

Contract Amount- \$430,000

Contact- Laurie Meacham (435) 512-2518

Description- Removed failed sections of asphalt within parking lot, disposed of materials offsite, installed pit run and road base materials and compacted, furnished and installed new asphalt, seal coated, crack sealed, and striped parking lots.

Project Duration- May 2024, completed within customer specified time.

Responsibilities– Dee Checketts was responsible for the coordination of the parking lots where work was to be performed, material delivery, job production and customer notification. Bryan Torres was responsible for the overall project coordination.

Project- Provo City Crack Seal

Owner- Provo City

Type of Project- Municipal Street Project

Contract Amount- \$302,000

Contact- David Michelsen (801) 852-6736



STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Description- Navigated all necessary traffic control, removed all debris by using high powered blowers and pressurized air, and furnished and installed crack sealant.
Project Duration – March 2024 and April 2023 completed within specified time as detailed by city.

Responsibilities– Lucas Rodriguez was responsible for the coordination of the streets where work was to be performed, material delivery, job production and resident notification. Bryan Torres was responsible for the overall project coordination.

Project- Lehi City Crack Seal

Owner- Lehi City

Type of Project- Municipal Street Project

Contract Amount- \$75,000

Contact- Todd King (385) 201-2713

Description- Navigated all necessary traffic control, removed all debris by using high powered blowers and pressurized air, and furnished and installed crack sealant.

Project Duration– April 2024, completed within specified time as detailed by city

Responsibilities– Lucas Rodriguez was responsible for the coordination of the streets where work was to be performed, material delivery, job production and resident notification. Bryan Torres was responsible for the overall project coordination.

Project- Box Elder School District

Owner- DWA Construction

Type of Project- Government

Contract Amount- \$405,000

Contact- Shane Wilde (435) 760-4756

Description- Removed failed sections of asphalt within parking lot, disposed of materials offsite, installed pit run and road base materials and compacted, furnished and installed new asphalt, seal coated, crack sealed, and re-striped parking lots.

Project Duration– July 2025 & April 2024, completed within project specified time to meet deadline of students returning to school.

Responsibilities– Johnny Gonzales & Dee Checketts were responsible for the coordination of the parking lots where work was to be performed, material delivery, job production and customer notification. Bryan Torres was responsible for the overall project coordination

Project- Cache Valley School District Maintenance

Owner- Cache Valley School District

Type of Project- Government

Contract Amount- \$750,000

Contact- CVSD (435) 752-3925

Description- Removed failed sections of asphalt within parking lot, disposed of materials



**STATEMENT OF QUALIFICATIONS
AND EXPERIENCE**

offsite, installed pit run and road base materials and compacted, furnished and installed new asphalt, seal coated, crack sealed, and striped parking lots.

Project Duration- July 2025 & August 2023, completed within project specified time.

Responsibilities- Dee Checketts was responsible for the coordination of the parking lots where work was to be performed, material delivery, job production and customer notification. Bryan Torres was responsible for the overall project coordination.

Project- Moab County Trails – 2022

Owner- Grand County

Type of Project- Asphalt maintenance – High polymer seal coat and trail striping

Contract Amount- \$112,600.00

Contact- Glen Arthur, (435) 260-9931

Description- Removed all imbedded debris from 9 miles of trail surface (~500,000 SF). Cleaned and Applied polymer modified seal coat then re-striped trails.

Project Duration- Summer 2022, completed project within specified time.

Responsibilities- Daniel Martin was responsible for the coordination of the trail sections where work was to be performed, this included trail closures and notification, material delivery, job production. Bryan Torres was responsible for the overall project coordination and crew oversight.

Previous Customers:





The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ■ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

March 20, 2026

C & B Striping, LLC DBA C & B Asphalt
1957 North 5100 West
Plain City, UT 84404

Re: Prequalification

To Whom it May Concern:

The Cincinnati Insurance Company (CIC), rated A+ by AM Best with a Treasury Listing of \$860,269,000 as reflected on the US Treasury Circular 570. CIC is licensed to write business in the State of WA and is the surety company for Harlen's Drywall Co., Inc. CIC has been extending surety credit to C & B Striping, LLC DBA C & B Asphalt since 2024.

A bonding program with a \$4,000,000 single job limit and a \$10,000,000 aggregate limit is currently available to C & B Striping, LLC DBA C & B Asphalt. However, this bonding program is flexible; The Cincinnati Insurance Company is willing to consider any job or program with positive characteristics that fall outside of these bonding parameters. The availability of surety credit is subject to normal underwriting requirements at the time of request.

Any specific request for bonds will be underwritten on its own merits and any arrangement for bonds required by any contract is a matter between C & B Striping, LLC DBA C & B Asphalt and the surety and we assume no liability to you or your third parties, if for any reason we do not execute these bonds.

Feel free to contact me at (509) 891-0263 if I can be of further assistance.

Sincerely,

Kevin Beykirch

Kevin Beykirch
Field Director

CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Consider approval of Peckham Asphalt Paving to construct the Crack Seal FY 2027 road maintenance project bid

PRESENTED BY: Chad Boshell, City Engineer, Assistant City Manager

MEETING DATE: May 19, 2026

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: May 19, 2026

SUBJECT: **CONSIDER APPROVAL OF PECKHAM ASPHALT PAVING TO CONSTRUCT THE CRACK SEAL FY 2027 ROAD MAINTENANCE PROJECT BID**

RECOMMENDATION

Approve the contract and bid from Peckham Asphalt Paving for the construction of road maintenance improvements in the amount of \$48,000.00 to be paid from various street maintenance funds.

BACKGROUND

The City received 10 bids for the Crack Seal FY 2027 Road Maintenance Project ranging from \$48,000.00 to \$71,000.00 and will begin construction in July. The project includes crack sealing throughout the City. City staff recommends awarding Peckham Asphalt Paving 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 Peckham Asphalt Paving (“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. site prep, cleaning and blowing out cracks, and placing crack sealant throughout the city.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Crack Seal FY 2027 Road Maintenance Project

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Chad Boshell P.E.

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 15, 2027. 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 15, 2027.

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 \$ 48,000.00

- 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 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - 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 1 sheet(s) with each sheet bearing the following general title: Farmington City Maintenance Project FY 2027 [or] the Drawings listed on the attached sheet index.
 9. Addenda (numbers 1 to 1, inclusive).
 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:

Peckham Asphalt Paving

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: Farmington City
Crack Seal FY 2027
Road Maintenance
Project

DATE: April 28, 2026

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

BID DATE: April 30, 2026

ENGINEER: City

BID TIME: 2:00 PM

This Addendum shall be considered part of the Contract Documents and Project Manual 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 and Project Manual, the Addendum shall govern and take precedence.

Item 1.1 Updated Measurement and Payment for Bid Item #3 to specify type of crack sealant to be used.

Bid Item #3: Crack Seal

- A. Measurement is based on actual tons of crack sealant placed. City will accept Maxwell Elastoflex 650 or equivalent. Payment includes weed kill, preparation, thorough crack cleaning to provide optimum adhesion **blown out if necessary**, application of the crack sealant, and cleanup.
- B. Payment shall be made at the contract unit price from Bid Item as stated on the Bid Form.

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- B. Payment shall be made at the contract unit price from Bid Item as stated on the Bid Form.

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>
1	28 APR 2026
_____	_____
_____	_____
_____	_____

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 No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	LS	1	\$2,000.00	\$2,000.00
2	Traffic Control	LS	1	\$2,000.00	\$2,000.00
3	Crack Seal	TON	20	\$2,200.00	\$44,000.00
Total of All Unit Price Bid Items		\$			\$48,000.00

2026-2027 Crack Seal

Location	Tons	Price Per Ton	Total
Crack Seal Throughout the City	20	\$2,400.00	\$ 48,000.00

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

ARTICLE 6 – TIME OF COMPLETION

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. 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.: 236714-5501

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: Peckham Asphalt Paving INC

[Indicate correct name of bidding entity]

By: Alisha Rasmussen
[Signature]

[Printed name] Alisha Rasmussen

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Tyson Rasmussen
[Signature]

Tyson Rasmussen

[Printed name]

Title: Estimator

Submittal Date: 29 APR 2026

Address for giving notices:

PO Box 545 3219 W. 12600 S. Riverton, UT 84065

Telephone Number: (801) 244 - 7990

Fax Number: NA

Contact Name and e-mail address: Dean Peckham

PeckhamAsphaltinc@gmail.com

Bidder's License No.: 236714-5501
(where applicable)

BID BOND

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

BIDDER (Name and Address):

Peckham Asphalt Paving INC
3219 W. 12600 S. PO Box 545 Riverton, UT 84065

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

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address):

Farmington City
720 W 100 N
Farmington, UT 84025

BID

Bid Due Date: 30 APR 2026
Description (Project Name - Include Location):
Crack seal various road in Farmington City

BOND

Bond Number: 21427
Date: April 30, 2026
Penal sum Five Percent (5%) of Accompanying 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 Peckham Asphalt Inc.

SURETY The Ohio Casualty Insurance Company

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By Alisha Rasmussen

By Alan W. Lord

Signature

Signature (Attach Power of Attorney)

ALISHA RASMUSSEN

Alan W. Lord

Print Name

Print Name

OFFICE MANAGER

Attorney-in-Fact

Title

Title

Attest Tyson Rasmussen

Attest Jessica Pearson

Signature

Signature

Jessica Pearson

Title Estimator

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.



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8214443 - 985035

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alan W. Lord, Douglas S. Roskelley, Hilary Baillargeon, Leslie Parke, Michael Murphy, S. Christopher Clark, Sam W. Clark

all of the city of Salt Lake City state of UT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of those presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of July, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerte
Nathan J. Zangerte, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 17th day of July, 2025 before me personally appeared Nathan J. Zangerte, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12, Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5, Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerte, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of April, 2026.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF PROFESSIONAL LICENSING

ACTIVE LICENSE



EFFECTIVE DATE: 12/21/2021
EXPIRATION DATE: 11/30/2027
ISSUED TO: Peckham Asphalt Paving, Inc.
PO BOX 545
RIVERTON UT 840650545

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

236714-5501 Contractor With LRF DBAs:
E100, S260

Form #1



COMMERCIAL BUSINESS LICENSE

Legal Business Name: Peckham Asphalt Paving, Inc.

License Number: 23110

Public Business Name / DBA: Peckham Asphalt Paving

Issue Date: 01/01/2026

Business Address: 3219 W 12600 S

Expiration Date: 12/31/2026

City, State & Zip: Riverton, UT 84065

Conditional Use Permit: No

Sub-License: No


Mayor

ATTESTED by Recorder




Business License Official

Riverton City 12830 S Redwood Road, Riverton, Utah 84065 801-254-0704

This document certifies that the above named business is licensed with Riverton City, has paid any required fees, and is authorized to conduct business in Riverton, Utah until the license expires on the date specified pursuant to Riverton City Code Chapter 5. All city, county, state, and federal laws must be followed as business is conducted. This license must be provided upon request, is non-transferable, and must be posted in a conspicuous place at the business location.

CITY COUNCIL AGENDA



BUSINESS

AGENDA TITLE: Consider approval of Morgan Pavement to construct the Onyx FY 2027 road maintenance project bid

PRESENTED BY: Chad Boshell, City Engineer, Assistant City Manager

MEETING DATE: May 19, 2026

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: May 19, 2026

SUBJECT: **CONSIDER APPROVAL OF MORGAN PAVEMENT TO CONSTRUCT THE ONYX FY 2027 ROAD MAINTENANCE PROJECT BID**

RECOMMENDATION

Approve the contract and bid from Morgan Pavement for the construction of road maintenance improvements in the amount of \$39,596.70 to be paid from various street maintenance funds.

BACKGROUND

The City received 2 bids for the Onyx FY 2027 Road Maintenance Project ranging from \$39,596.70 to \$39,883.00 and will begin construction in July. The project includes installing frictional mastic surface treatment asphalt aggregate. City staff recommends awarding Morgan Pavement 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
Morgan Pavement Maintenance (“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. public notice, surface repair, masking, and placing of Frictional Mastic Surface Treatment.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Onyx FY 2027 Road Maintenance Project

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Chad Boshell P.E.

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 15, 2027. 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 15, 2027.

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 \$ 39,596.70

- 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 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - 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 1 sheet(s) with each sheet bearing the following general title: Farmington City Maintenance Project FY 2027 [or] the Drawings listed on the attached sheet index.
9. Addenda (numbers 1 to 1, inclusive).
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:

Morgan Asphalt Maintenance

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: Farmington City
Onyx FY 2027
Road Maintenance
Project

DATE: April 28, 2026

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

BID DATE: April 30, 2026

ENGINEER: City

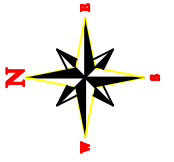
BID TIME: 2:00 PM

This Addendum shall be considered part of the Contract Documents and Project Manual 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 and Project Manual, the Addendum shall govern and take precedence.

Item 1.1 Removed Meadow Brook Ct. from the map since it is not a part of this project.

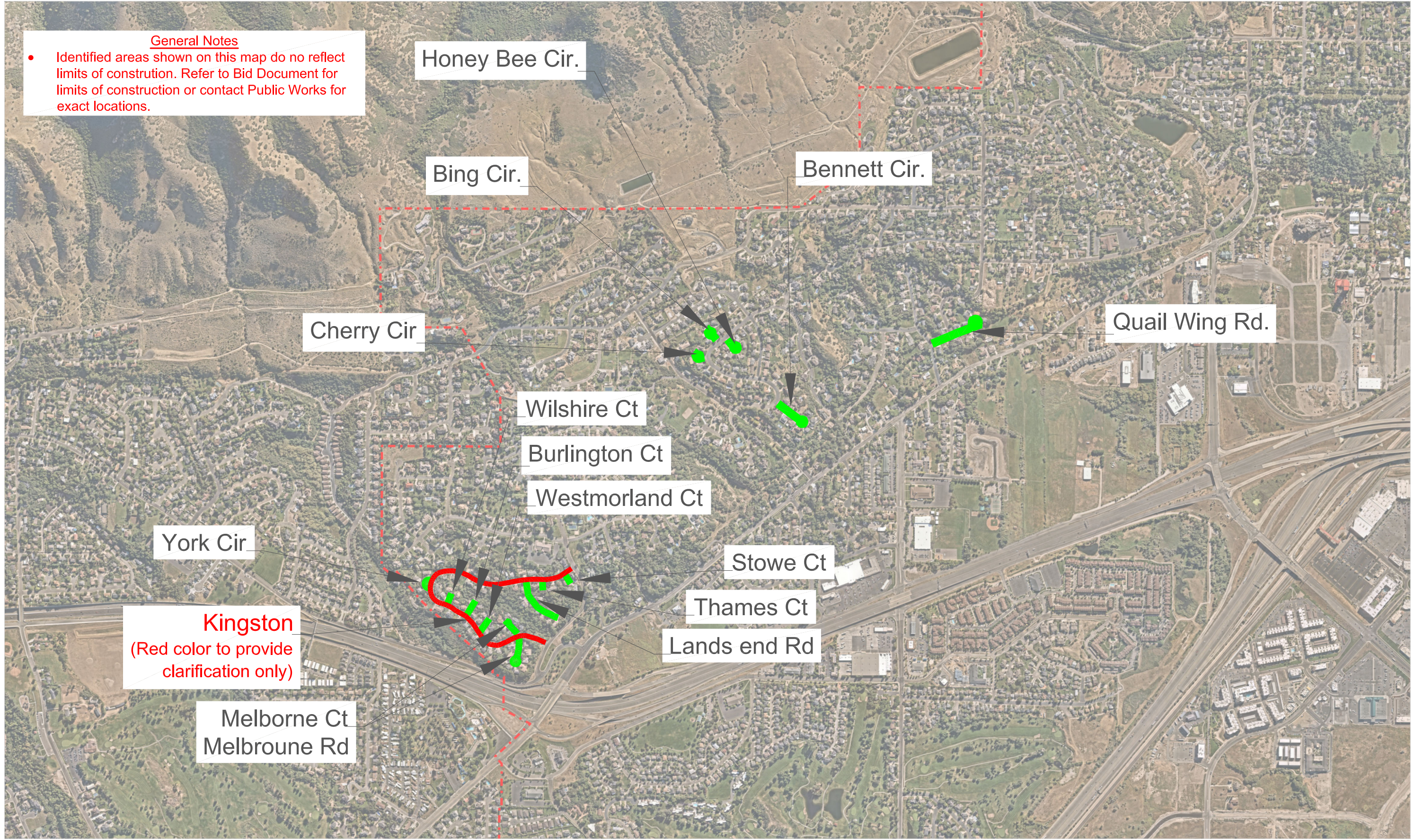
FARMINGTON STREET MAINTENANCE PROJECT FY 2027

PROJECT LOCATION
FARMINGTON, UTAH
MARCH 2026



General Notes

- Identified areas shown on this map do not reflect limits of construction. Refer to Bid Document for limits of construction or contact Public Works for exact locations.



DATE: 3/2026
SCALE: NTS
CHECKED: C.W.B.
DRAWN: R.C.

FARMINGTON CITY
720 WEST 100 NORTH
FARMINGTON, UTAH 84026
PH. (801) 451-2624

FARMINGTON STREET MAINTENANCE PROJECT
FY 2027 Onyx FMST Overview

SHEET NO. NA
FILE:

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>
# 1	04/28/2026
_____	_____
_____	_____
_____	_____

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 No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	LS	1	\$ 0	\$ 0
2	Traffic Control	LS	1	\$ 0	\$ 0
3	Onyx Frictional Mastic Surface Treatment	SY	20,306	\$1.95	AMMS \$39,596.70
4	Public Notice of Construction to Residents	LS	1	\$ 0	\$ 0
Total of All Unit Price Bid Items				\$	39,596.70

FY 2026-27

Onyx Frictional Mastic Surface Treatment

Road Name	From Address	To Address	
Cherry Cir	Cherry Blossom Dr	End	
Onyx FMST		752	\$1,466.40
Bennett Cir.	Cherry Blossom Dr	End	
Onyx FMST		1542	\$3,006.90
Honey Bee Cir.	Cherry Blossom Dr	End	
Onyx FMST		831	\$1,620.45
Bing Cir	Cherry Blossom Dr	End	
Onyx FMST		776	\$1,513.20
Quail Wing Rd.	Quail Run Rd	End	
Onyx FMST		2558	\$4,988.10
Melborne Rd	Kingston Rd	End	
Onyx FMST		1255	\$2,447.25
Merlborne Ct.	Kingston Rd	End	
Onyx FMST		675	\$1,316.25
Westmorland Ct.	Kingston Rd	End	
Onyx FMST		572	\$1,115.40
Burlington Ct.	Kingston Rd	End	
Onyx FMST		442	\$861.90

FY 2026-27
Onyx Frictional Mastic Surface Treatment

Road Name	From Address	To Address	
Wilshire Ct.	Kingston Rd	End	
Onyx FMST		442	\$ 861.90
York Cir.	Kingston Rd	Kingston	
Onyx FMST		333	\$ 649.35
Lands End Rd	Kingston Rd	End	
Onyx FMST		1828	\$ 3,564.60
Thames Ct.	Kingston Rd	End	
Onyx FMST		316	\$ 616.20
Stowe Ct.	Kingston Rd	End	
Onyx FMST		442	\$ 861.90
Kingston	Northridge Rd.	Northridge Rd	
Onyx FMST		9801	\$ 19,111.95
		Subtotal	\$ 39,596.70

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.: 9798330 - 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: MORGAN PAVEMENT MAINTENANCE
[Indicate correct name of bidding entity]

By: [Signature]
[Signature]

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

Attest: [Signature]
[Signature]

Kasen Garrett
[Printed name]

Title: Estimator

Submittal Date: 04/30/2026

Address for giving notices:
625 S. Main Street Clearfield, UT 84615

Telephone Number: 385-368-6213

Fax Number: NA

Contact Name and e-mail address: Kasen Garrett

Kgarrett@morganpavement.com

Bidder's License No.: 9798330-5501
(where applicable)

MORGAN INDUSTRIES, INC.

d/b/a: Morgan Pavement Maintenance

d/b/a: Nu Rock Asphalt Coatings

d/b/a: Main Line Construction Services

Prepared for October 3, 2023 Board of Directors Meeting

Corporate Resolution to change Corporate Officers and signers of Morgan Industries, Inc. and authorities as a result of signatures :

RESOLVED: that the Board of Directors change the appointment of officers of the corporation as follows: as President, Jeremy J. Nielson, as Vice President(s) Lowell D. "Tres" Smith III and Chad B. Dyer, as Treasurer, Lowell D. "Tres" Smith III, and as Corporate Secretary, Dean H Garrett. As Chairman of the Board of Directors, Lowell D. "Tres" Smith III.

RESOLVED, FURTHER, that Lowell D. "Tres" Smith III, as Chairman of the Board of Directors, is authorized to act and sign in the name of the company in all matters. In the role of Vice President, he is authorized to sign all legal documents or contracts, and in the role of Treasurer he is authorized to sign checks of any kind for the corporation.

RESOLVED, FURTHER, that Jeremy J. Nielson, as President, is authorized to act and sign in the name of the company and to sign all legal documents, contracts, or checks of any kind for the corporation.

RESOLVED, FURTHER, that Chad B. Dyer, as a Vice President, is authorized to sign all legal documents and contracts of any kind for the corporation.

RESOLVED, FURTHER, that Dean H Garrett, as Corporate Secretary, is authorized to sign and ratify all legal documents and contracts of any kind for the corporation. Further, Dean H Garrett, has authority to sign all checks for the company.

In the Board Meeting on October 3, 2023, there was a motion to accept this resolution. There was a second to the motion, and the Board Members voted to adopt this resolution.



STATE OF UTAH DEPARTMENT OF COMMERCE ACTIVE LICENSE Morgan Industries Inc PO BOX 190 Clearfield UT 84089 EFFECTIVE 12/02/2025	REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S) 9798330-5501 Contractor With LRF B100, E100, R100, S260 DBAs: MORGAN PAVEMENT MAINTENANCE MAIN LINE CONSTRUCTION SERVICES EXPIRATION 11/30/2027
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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.

MORGAN INDUSTRIES INC
 PO BOX 190
 CLEARFIELD UT 84089

Please visit our web site at
www.dopl.utah.gov should you have any
 questions in the future.

STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF PROFESSIONAL LICENSING ACTIVE LICENSE		
EFFECTIVE DATE:	12/02/2025	
EXPIRATION DATE:	11/30/2027	
ISSUED TO:	Morgan Industries Inc PO BOX 190 Clearfield UT 84089	
REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)		
9798330-5501	Contractor With LRF	DBAs: MORGAN PAVEMENT MAINTENANCE MAIN LINE CONSTRUCTION SERVICES
B100, E100, R100, S260		

BID BOND

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

BIDDER (Name and Address): Morgan Pavement Maintenance
625 South Main Street
Clearfield, UT 84015

SURETY (Name, and Address of Principal Place of Business): United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

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

BID

Bid Due Date: April 30, 2026
Description (Project Name - Include Location): Farmington City Onyx Project

BOND

Bond Number: n/a
Date: April 30, 2026
Penal sum Five Percent of 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 Morgan Pavement Maintenance SURETY United States Fire Insurance Company
(Seal)

Bidder's Name and Corporate Seal
By [Signature]
Signature
Lowell (Tres) Smith
Print Name
VP
Title
Attest [Signature]
Signature
Title Estimator

Surety's Name and Corporate Seal
By [Signature]
Signature (Attach Power of Attorney)
Keller Jensen
Print Name
Attorney in Fact
Title
Attest [Signature]
Signature
Title Estimator



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
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

12650

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Todd Chapman, Keller Jensen

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 24th day of October, 2025.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Rubin, President

State of New Jersey }
County of Morris }

On this 24th day of October, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 30th day of April 2026.

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

CITY COUNCIL AGENDA



SUMMARY ACTION

1. Approval of Minutes 05.05.26
2. Interlocal Cooperation Agreement relating to the conduct of Community Development Block Grant (CDBG) Program for Federal Fiscal Years 2027, 2028 and 2029
3. Monthly Financial Report

DRAFT FARMINGTON CITY – CITY COUNCIL MINUTES

May 5, 2026

WORK SESSION

Present:

*Mayor Brett Anderson,
City Manager Brigham Mellor,
Mayor Pro Tempore/Councilmember Amy
Shumway,
Councilmember Scott Isaacson (via zoom),
Councilmember Melissa Layton,
Councilmember Kristen Sherlock,
City Attorney Paul Roberts,
City Recorder DeAnn Carlile,
Community Development Director Lyle
Gibson,*

*Assistant City Manager/City Engineer Chad
Boshell,
Finance Director Levi Ball,
Senior Accountant, Steve Libersbach
City Parks and Recreation Director Colby
Thackeray,
Assistant Public Works Director Cory
Brazell,
Police Chief Austin Anderson, and
Fire Chief Shelby Willis.*

Mayor **Brett Anderson** called the work session to order at 5:02 p.m. Councilmember **Roger Child** was excused. Councilmember **Scott Isaacson** participated electronically via Zoom.

BUDGET PRESENTATIONS AND DELIBERATION

Finance Director **Levi Ball** said this is the tentative budget, and there is a lot of opportunity to discuss, research, and change things. Internal and departmental meetings prepping for the budget started in early February. Department’s requests were evaluated; some were denied and the rest made it into the tentative budget.

Ball said employee staffing is the biggest budget item at \$12.8 million. Included in the tentative budget is a 2% Cost of Living Adjustment (COLA), a 3% merit increase, and targeted pay increases to match the market. The number of employees increased from 113 to 119, with three being full-time fire fighters, a new parks maintenance worker, facilities maintenance foreman, senior accountant, Lagoon police officer, and full-time fire marshal. Lagoon is paying the \$150,000 for their new police officer.

Transfers equaling \$740,000 were made from Recreation Arts Parks (RAP) tax money to pay for one-time parks and recreation expenses. In the past, RAP taxes were used to pay for the gym bond. RDA money has been used to pay for the lobbyist, create the new RDA for downtown, and administrative expenses. City Manager **Brigham Mellor** said there will be a lot more revenue coming in. The Sidwell apartments land was purchased with RDA resources.

The General Fund balance at the end of this budget is projected to be at 28% while State law requires fund balance to be under 35%. The Legislature set this upper limit so cities don’t bank money. Councilmember **Scott Isaacson** asked if the City could dip into this fund balance for the \$300,000 that would otherwise come from the proposed tax increase.

Mellor said it is a possibility to use this one time for ongoing expenses, but it may lead to massive tax increases down the line. He said the plan is to do a 5% property tax increase each year for four years, which will help staff two fire stations. Assistant City Manager/City Engineer

Chad Boshell said large expenditures with fleet are in Farmington's future such as a ladder fire truck.

Parks and Recreation Department

The biggest change is the \$90,000 for a new full-time position. The \$406,000 for capital equipment includes \$250,000 for a bucket truck with a chipper on the back, equipment for tree trimming. The new full-time employee will have a \$70,000 truck. The Utah Department of Transportation (UDOT) is contributing \$630,000 for the All Wheels Park. Part of the \$89,000 in park improvements will go toward the cemetery master plan to help extend the life of the cemetery. Shade for a regional park is another part of park improvements.

The new North Cottonwood Commons park cost \$15 million, which came from numerous funds including storm water, park impact fees, UDOT settlement money, and the General Fund. There is no debt on this park, and the splash pad is planned to stay open during the summer. Regarding the parade, **Isaacson** said the City Council needs a banner identifying them this year. They also need more candy to throw during the parade.

Expenditures are outpacing revenue lately in Recreation, so some cuts may be proposed. It is a huge draw on the General Fund; in 2025 it was \$1.5 million, which climbed to \$1.8 million in 2026. They have had to dip into the fund balance of the Recreation Fund. Programs not paying for themselves have been cut in the past. In capital outlay, \$76,000 is for HVAC units and lighting in the office. Advertising at the gym is bringing in less than \$20,000 a year and could be increased.

Public Works Department

Most of this budget includes enterprise funds that don't draw on the General Fund. Payroll is the biggest expenditure. Some money was transferred from this fund and put into the streets fund to cover mechanics' pay. Farmington saved money this year since they didn't have to plow and salt roads during the winter.

The price of water purchased from Weber Basin is going up 12.5% each year. The sewer district is also planning increases. Water projects are expected in the coming fiscal year, and will come forward as future budget adjustments. Until a water restriction is officially set, there is nothing Staff can do to prevent residents from using culinary water on their lawns. Future impact fee revenue will help the budget. The green waste program is showing a 70% take rate so far, which was higher than expected. They are waiting on more cans, which will be delivered in June. The transportation utility fee may need to be increased in the future following an in-house study over the next year.

Engineering Department

Boshell said they are adding the facility maintenance manager foreman position, which is a majority of the budget change. This position will help with the maintenance of city hall, the mill, public works, well houses, bathrooms, gym, police station, fire station, and eventually a second fire station. This would include janitorial services, filters, replacing lights, etc. that was handled by several different departments in the past. A system will be put in place to handle work orders and preventative maintenance.

City Attorney, Communication, and Human Resources

City Attorney **Paul Roberts** said that a new website will be launching in June using funds from this fiscal year's budget. There will be savings on short-term disability and life insurance, which enabled the city to provide improved health insurance offerings to employees. Staff found some savings in benefits by shopping around.

Finance

Ball said the main change is the new Senior Accountant position, filled by **Steve Libersbach**, a retired finance director for South Ogden City. There will be a big increase to the Information Technology (IT) budget, which has been outsourced with a contract. However, more regular monthly hours are needed on-site. Intergovernmental Risk Management Agency (IRMA) expenses have increased due to a five-year payment schedule on a recent claim. Painting City Hall, as well as computer and hardware replacements, have increased expenditures.

The buildings funds are split between the police and fire station funds. Police impact fees are collected. Of the \$10 million from the Old Farm land sale, \$2.7 million was transferred here, with the rest going to the fire capital projects fund to pay for the new station. **Mellor** said the fire station will be paid off with impact fees. What is not used to pay off the bond will then go to the General Fund. An annual report for impact fees keeps track of transfers, and impact fees must be spent within six years.

Community Development

Community Development Director **Lyle Gibson** said personnel is the biggest change. An inspector position will be eliminated. Rather than replace him, they will try to use third-party inspections. Building permits have been on the decline, but there is an expected uptick coming. The director's position wasn't backfilled upon his retirement.

Fire Department

Fire Chief **Shelby Willis** said the three additional positions have helped tremendously. Some fire fighter wages have been shifted to the ambulance fund, so 25% comes from the ambulance fund and 75% comes from the General Fund. The federal government through Medicare only pays 30 cents on each dollar billed for ambulance services. Turn out gear only has a 10-year life expectancy, and the City is 20 years overdue on replacing it. Mental wellness therapy funding will now have to continue without a grant. A transition in dispatch services will be paid over three years. Fire prevention is being tracked in a separate fund. Farmington is doing a better job collecting on ambulance fees than many other cities.

Police Department

Police Chief **Austin Anderson** said payroll is the biggest expense. Advancements are done on anniversary dates, rather than budgetary deadlines. Lexipol and investigative tool subscriptions are on the rise. Farmington will have to process their own phone investigations. Davis County Attorneys Office will help house the service, which Farmington and other cities will all pay into. He currently has seven phones waiting to process. The budget includes an officer for Lagoon. Dispatch fees increased. Patrol laptops are expensive and include monthly wi-fi. Replacement of bullet proof vests are necessary.

The capital equipment fund covers vehicles and associated equipment. They are asking for four replacement vehicles while they really need 10 new ones. **Mellor** said vehicles are now treated as an ongoing expense instead of a one-time one. They are exceeding their vehicle maintenance fund due to aging vehicles.

CLOSED SESESSION

Present:

*Mayor Brett Anderson,
City Manager Brigham Mellor,
Mayor Pro Tempore/Councilmember Amy
Shumway,
Councilmember Melissa Layton,
Councilmember Kristen Sherlock,
City Attorney Paul Roberts,
City Recorder DeAnn Carlile,
Community Development Director Lyle
Gibson,*

*Assistant City Manager/City Engineer Chad
Boshell,
City Parks and Recreation Director Colby
Thackeray,
Assistant Public Works Director Cory
Brazell,
Police Chief Austin Anderson, and
Fire Chief Shelby Willis.*

Motion:

At 6:50 p.m., Councilmember **Melissa Layton** made the motion to go into a closed meeting for the purpose of strategy session to discuss the purchase, exchange, or lease of real property.

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

Mayor Pro Tempore/Councilmember Amy Shumway	X Aye	___	Nay
Councilmember Melissa Layton	X Aye	___	Nay
Councilmember Kristen Sherlock	X Aye	___	Nay

Sworn Statement

I, **Brett Anderson**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session, and that no other business was conducted while the Council was so convened in a closed meeting.

Brett Anderson, Mayor

Motion:

At 7:00 p.m., **Layton** made the motion to reconvene to an open meeting.

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

Mayor Pro Tempore/Councilmember Amy Shumway	X Aye	___	Nay
Councilmember Melissa Layton	X Aye	___	Nay
Councilmember Kristen Sherlock	X Aye	___	Nay

REGULAR SESSION

Present:

*Mayor Brett Anderson,
City Manager Brigham Mellor,
Mayor Pro Tempore/Councilmember Amy Shumway,
Councilmember Scott Isaacson (via Zoom),
Councilmember Melissa Layton,
Councilmember Kristen Sherlock,
City Attorney Paul Roberts,
City Recorder DeAnn Carlile,
Community Development Director Lyle Gibson,*

*Assistant City Manager/City Engineer Chad Boshell,
Finance Director Levi Ball,
City Parks and Recreation Director Colby Thackeray,
Assistant Public Works Director Cory Brazell,
Police Chief Austin Anderson, and
Fire Chief Shelby Willis.*

CALL TO ORDER:

Mayor **Brett Anderson** called the meeting to order at 7:04 p.m. Councilmember **Roger Child** was excused, as was Councilmember **Kristen Sherlock** for a time. Councilmember **Scott Isaacson** participated electronically via Zoom. City Manager **Brigham Mellor** offered the invocation, and the Pledge of Allegiance was led by Councilmember **Melissa Layton**.

PRESENTATION:

Student of the Month: Sara Ward

Polli Wakley nominated Sara Ward as Farmington’s student of the month. She is a top-notch student who is always prepared, willing to help others, and contributes to class discussions. She shares her excellent math understanding with her peers and helps them understand multiple ways to get a correct answer.

BUDGET ITEMS:

The Budget Officer intends to state that the tentative budget includes a proposed property tax rate increase

Finance Director **Levi Ball** presented this agenda item and stated that the tentative budget includes a proposed property tax rate increase. Staff has been collecting budget requests from department heads for months in preparation for tonight’s meeting. Fiscal Year 2027 begins in July of this year. This is the tentative budget, which is the first step.

Presentation of the Property Tax Impact Schedule – 5% increase

The budget has been conservatively increased considering sales tax revenue, which minimizes the proposed property tax increase. Staffing and pay is the biggest expense to cities, and this budget includes a 2% Cost of Living Adjustment (COLA) and a 3% merit increase. Data will be compared to other cities so Farmington doesn't fall behind. Some new positions were included in the budget including three new full-time fire fighters. The property tax impact statement required this year by the State adds more transparency to the process. The 5.84% increase will generate \$300,000 in new revenue. For a home of \$650,000 value, that would mean a \$32 annual increase, which will help facilitate the ongoing costs of firefighters and their benefits while gearing up to open a new fire station.

Consideration of Resolution Adopting Fiscal Year 2027 Tentative Municipal Budget and accepting the property tax impact schedule

Tonight is adopting the tentative budget, as well as notice of upcoming public hearings on June 16 and August 18. Notice has been sent to the County and State Tax Commission. When discussing tax increases with finance directors of other nearby cities, **Ball** said the consensus is it is a smarter approach to do smaller regular increases than infrequent large increases. The Council has to have the difficult discussions with the public about any tax increases. The big complaint in the past has been that by the time the June and August public budget hearings roll around, the City's budget has mostly been set. Those complaints lead to the recent State legislation that requires this earlier May notice, so that residents get a chance to provide input before the budget is solidified. **Ball** said the last few years, sales tax revenues have flattened and therefore they are not a stable income source. Property tax revenues are more stable.

Councilmember **Scott Isaacson** said it important in informal conversations with the public to point out that only Farmington's portion of their property tax bill will go up 5.84%, not their entire property tax bill. Farmington's percentage of the whole property tax bill is 15%; so the increase will be 5.84% of the 15% of residents' bill.

Mellor said there is a myth that if property values go up, then revenues for tax entities likewise increase. However, the Tax Commission reduces the tax rate as property values go up. **Isaacson** said this point should likewise be made to the public as well. Automatic raises don't come with increased values.

Shumway said she and **Layton** were recently trained on the new property tax legislation. The Utah League of Cities and Towns (ULCT) is producing new materials to help educate the public about property tax issues and property valuations.

Motion:

Layton moved that the City Council approve the Fiscal Year 2026-27 tentative municipal budget and establishing a date, time, and place for a public hearing as included in the Staff Report, including Background Information 1-6:

1. Property Tax Impact Schedule
2. Highlights of major items in the FY27 recommended budget
3. Fund listing with FY27 recommended tentative budgets
4. Key Changes by Fund – FY 27 Recommended Municipal Budget
5. Key Changes by General Fund Departments
6. Staffing document

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 Scott Isaacson	X Aye	___	Nay
Councilmember Melissa Layton	X Aye	___	Nay

Consideration of Resolution of the Farmington City Council providing a statement pursuant to section 59-2-919(4)(b)(i) of the Utah Code

Ball presented this agenda item. The City Council agenda stated its intention to consider this resolution. The resolution was prepared to satisfy legislative requirements. The proposed 5.84% increase in property taxes exceeds the certified tax rate. The \$300,000 increase in revenue would go toward firefighter wages and benefits. The City will notice and conduct public hearings on June 16 and August 18 as required, so the public has a chance to comment. The proposed budgets and two schedules are all in the Staff Report, which is online under tonight’s agenda. The tentative budget is available for public inspection 10 days before the June public hearing. The main page of the City website should have information about how to attend and view the hearing virtually.

Isaacson said some cities got in trouble last year for not doing things exactly right. He has high confidence in Farmington’s Staff. State law requires you can’t have more than one Truth in Taxation hearing in the County on one day, so taxing entities have to coordinate with each other before dates are secured.

Ball said he grew up in Farmington, and both his parents and in-laws still live here. He said Farmington has a great Staff and culture. There are no budget games going on in Farmington. Everyone is willing to forgo a budget increase to benefit another department. He trusts department heads to report any excesses. The budget is realistic and doesn’t have excess fluff.

Shumway said each department is cutting, and there are a lot of unfunded requests.

Motion:

Shumway moved that the City Council approve the resolution of intent to increase property tax revenue and setting a hearing date for the August Truth in Taxation hearing included in the Staff Report, June 16 and August 18.

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 Scott Isaacson	X Aye	___	Nay
Councilmember Melissa Layton	X Aye	___	Nay

BUSINESS:

Davis School District Memorandum of Understanding (MOU) with Davis School District

Police Chief **Austin Anderson** presented this agenda item. A request was recently made to increase the school resource officer’s time at the junior high school from 12 hours each school

week to full-time, from 7:30 a.m. to 3:30 p.m. on school days. **Anderson** said it will be possible to grant this request, especially since the District will help fund it. It will require some shifts in staffing for the department. The resource officers at the junior high and high school are the faces of the Farmington Police Department. Officers will also help with crossing guards and elementary schools as needed.

Motion:

Layton moved that the City Council approve the Police Department’s updated MOU with the Davis School District regarding School Resource Officers.

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 Scott Isaacson	X Aye	___	Nay
Councilmember Melissa Layton	X Aye	___	Nay

Zone Text Amendment – Accessory Building Height Allowance

Community Development Director **Lyle Gibson** presented this agenda item. The Planning Commission is considering a request for detached accessory building in a carriage house style, or a garage with a residence above it. This consideration lead to Staff realizing a discrepancy. In agricultural zones west of Interstate 15 (I-15), accessory buildings can be 27 feet tall. However, east of I-15, accessory buildings can only be 15 feet high.

The proposed zone text amendment would allow more flexibility for accessory buildings for homes adjacent to a nonresidential use on the east side. The proposed amendment would dictate that accessory buildings would not be allowed to be built higher than the main home. The Commission will consider any exceptions. The Commission has recommended passage of the proposed zone text amendment.

Gibson said this also continues the allowance for accessory building to be built one foot away from adjacent commercial uses, making allowances for storm water coming off the drip edge of an eave.

Motion:

Shumway moved that the City Council approve the zone text amendment as included with the Staff Report.

Findings 1-3:

1. The proposed text amendment offers additional opportunity for flexibility for a limited number of properties under the purview of the Planning Commission.
2. As drafted, the text amendment further solidifies the City’s ability to require specific design standards in the Original Townsite Residential (OTR) district consistent with state statute.
3. The suggested amendments provide additional clarity and ease of use to the code.

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

Mayor Pro Tempore/Councilmember Amy Shumway
Councilmember Scott Isaacson
Councilmember Melissa Layton

X Aye ___ Nay
X Aye ___ Nay
X Aye ___ Nay

REDEVELOPMENT AGENCY (RDA) MEETING

Present:

*Mayor Brett Anderson,
City Manager Brigham Mellor,
RDA member Scott Isaacson,
RDA member Melissa Layton,
RDA member Amy Shumway,*

*City Attorney Paul Roberts,
City Recorder DeAnn Carlile,
Assistant City Manager/City Engineer Chad
Boshell, and
Finance Director Levi Ball.*

Motion:

RDA member **Amy Shumway** made the minute motion to adjourn to the Redevelopment Agency (RDA) Meeting.

RDA member **Melissa Layton** seconded the motion. All board members voted in favor, as there was no opposing vote.

RDA member Scott Isaacson X Aye ___ Nay
RDA member Melissa Layton X Aye ___ Nay
RDA member Amy Shumway X Aye ___ Nay

CALL TO ORDER:

Mayor **Brett Anderson** called the meeting to order at 7:59 p.m. RDA member **Roger Child** and RDA member **Kristen Sherlock** were excused. RDA member **Scott Isaacson** participated electronically via Zoom.

Ratify Adoption of Fiscal Year 2026-2027 Tentative RDA Budget and Setting the Public Hearing for June 16, 2026

City Finance Director **Levi Ball** presented this agenda item. He said there is very little activity in the RDAs, and both have pretty much run their course. The City no longer collects property tax increment from other entities. The budgets were discussed earlier in the regular City Council meeting.

Motion:

RDA member **Scott Isaacson** said that upon review of the FY27 tentative RDA budget schedule in the packet, he moved that the City Council approve the resolution adopting the tentative FY27 RDA budget and establishing a date, time, and place for a public hearing on June 16, 2026.

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

RDA member Scott Isaacson X Aye ___ Nay
RDA member Melissa Layton X Aye ___ Nay
RDA member Amy Shumway X Aye ___ Nay

Motion:

Layton moved that the RDA adjourn and reconvene the City Council Meeting.

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

RDA member Scott Isaacson	X Aye	___	Nay
RDA member Melissa Layton	X Aye	___	Nay
RDA member Amy Shumway	X Aye	___	Nay

Ball said according to code, technically **Mellor** is the City’s budget officer. As such, **Mellor** said the tentative budget includes a proposed property tax increase. City Attorney **Paul Roberts** said City Code chose the City Manager to be the budget officer. **Isaacson** said he prefers that the finance director be the City’s budget officer in the future. **Roberts** will look into it.

SUMMARY ACTION:

Minute Motion Approving Summary Action List

The Council considered the Summary Action List including:

- Item 1: Approval of the City Council minutes for April 21, 2026
- Item 2: Surplus of Police Department Vehicle, a 2019 Dodge Durango

Motion:

Layton moved to approve the Summary Action list Items 1-2 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	X Aye	___	Nay
Councilmember Scott Isaacson	X Aye	___	Nay
Councilmember Melissa Layton	X Aye	___	Nay

GOVERNING BODY REPORTS:

City Manager Report

Mellor said the Council’s next budget work meeting will be during the second Council meeting in June. Book Club is next week. The police banquet is May 14 at the Hyatt, which donates the space. The grand opening for the splash pad and concert will be Saturday, May 23. He and **Ball** will be gone the first Council meeting in June, so Assistant City Manager/City Engineer **Chad Boshell** will be the acting City Manager at that time.

Mayor Anderson and City Council Reports

Isaacson won’t be able to make it to the police banquet because he will be at the Mosquito Abatement meeting. He heard about a moose walking the frontage road at Farmington. The Department of Natural Resources (DNR) came and removed it.

Layton said while at the ULCT conference, she toured a new fire station in St. George. They had a historic bay with pictures of their original volunteer firefighters, cabinets with displays, etc. They had creative decorations using a fire hydrant as the base of their table, etc. She shared some of the ideas with the Historic Preservation Commission. **Boshell** said Farmington currently has a display case.

Councilmember **Kristen Sherlock** returned and asked about the rainwater collection email. **Mellor** said there is a state rule for rainwater collection systems that was changed for residents. He and **Roberts** will clarify, as the City doesn't have any specific laws regarding rain water collection. **Mellor** said prior to 2017 and 2018, rainwater collection was not allowed. **Isaacson** said he has learned that mosquitoes can breed in a cup of water. He suspects mosquito abatement may have something to say about rainwater collection.

Mayor Anderson did a poll of the Youth City Council (YCC) about them having an official Instagram page. The consensus is in favor of letting them try, as long as Staff manages the content. **Shumway** wants to limit them to a certain number of posts per month, and wants them to be approved before posting. **Mellor** advocated for the YCC members to run it themselves without Staff support. **Roberts** said comments could be turned off, allowing only one-way communication. This is an unfunded increase in service level that the Council is assuming Staff can absorb. Farmington already has problems with Staff not following branding guidelines on their own posts, which have to be corrected. This may require more policing than the Council realizes at the moment. He said the YCC can open their own nonofficial Instagram page if they would like. This could be a future agenda item if more discussion is needed.

Mayor Anderson said Kaysville approached him about having a Flip the Strip contest between the two cities.

ADJOURNMENT

Motion:

Sherlock made a motion to adjourn the meeting at 8:20 p.m.

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

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

DeAnn Carlile, Recorder

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Lyle Gibson – Community Development Director
Date: May 19, 2026
Subject: Interlocal Agreement for CDBG Funding.

RECOMMENDED MOTION

Move that the City Council approve the Interlocal Cooperation Agreement Relating to the Conduct of Community Development Block Grant (CDBG) Program for Federal Fiscal Years 2027, 2028, and 2029.

Findings:

1. Farmington City is not an eligible entitlement community. Therefore we cannot directly receive CDBG funds and must work with the County for access to this program.
2. Farmington City has had similar agreements in place with Davis County for many years, this agreement will continue the same structure.

BACKGROUND

The United States Department of Housing and Urban Development (HUD) distributes federal funding to communities intended to improve housing and living standards for individuals and families who are considered low and moderate income.

To meet its purpose, these funds are targeted towards communities with large population bases where there are more likely to be a large number of qualifying areas. Farmington City is not a large enough city (50,000+) and does not qualify to administer its own program. We therefore need an agreement such as is being considered in order to be eligible to potentially receive funds through Davis County who works with communities in the county to administer funds for eligible projects essentially through a grant process.

Respectfully submitted,



Lyle Gibson
Community Development Director

Review and concur,



Brigham Mellor
City Manager

Supplemental Information

1. Interlocal Agreement.

INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT
OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOR FEDERAL FISCAL YEARS 2027, 2028 AND 2029

This Agreement is between Davis County, Utah, a body politic and corporate and legal subdivision of the state of Utah (the "County"), and the City of Farmington, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" in this Agreement.

RECITALS

A. In 1974, the United States Congress enacted the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) (the "Act"); and

B. The primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

C. To implement the objectives of the Act, the United States Department of Housing and Urban Development ("HUD") has issued regulations governing the conduct of the Community Development Block Grants ("CDBG") program, published in 24 Code of Federal Regulations ("CFR"), Part 570 (the "Regulations"); and

D. Pursuant to the Regulations, a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations and Section 102(a)(6) of the Act, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

E. The County has qualified as an urban county and is eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

F. Pursuant to the Regulations, certain units of general local government located within the County's boundaries, including the City, may be included in the urban county for qualification and grant calculation purposes by entering into cooperation agreements with the County; and

G. The Parties desire to enter into this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby agree as follows:

1. This Agreement covers the CDBG entitlement program, as delineated under the Act and the Regulations. Through this Agreement, the City is a part of the County (as an urban county under the Act and Regulations) for CDBG qualification and grant calculation purposes.
2. By executing this Agreement, the City acknowledges, understands, and agrees with all of the following:
 - A. The City may not apply for grants from appropriations under the State CDBG program for the Three-Year Qualification Period.
 - B. The City may receive a formula allocation under the HOME program only through the County, as an urban county under the Act. Thus, even if the County does not receive a HOME formula allocation, the City is precluded from forming a HOME

- consortium with other local governments. The provisions of this subsection directly above, however, do not preclude the County or the City from applying to the state of Utah for HOME funds, if allowed by the state of Utah.
- C. The City may receive a formula allocation under the Emergency Solutions Grants (“ESG”) program only through the County, as an urban county under the Act. The first sentence of this subsection does not preclude the County or the City from applying to the state of Utah for ESG funds, if allowed by the state of Utah.
3. The period covered by this Agreement is federal fiscal years 2027, 2028, and 2029 (the “Three-year Qualification Period”). This Agreement commences on October 1, 2026 and will remain in effect through the later of September 30, 2029, or until the CDBG funds and program income received (with respect to activities carried out during the Three-year Qualification Period) are expended and the funded activities completed. The Parties acknowledge and agree that they may not terminate this Agreement and may not withdraw from this Agreement while it remains in effect.
 4. The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. The City agrees and authorizes the County to undertake essential community renewal and lower income housing activities within the City’s municipal boundaries, including CDBG program activities and projects within the City’s municipal boundaries. The City further agrees and authorizes the County to undertake essential community development and housing assistances activities within the City’s municipal boundaries. More specifically, the Parties agree to cooperate in the development and selection of CDBG program activities and projects to be conducted or performed within the City’s municipal boundaries.
 5. The Parties agree to:
 - A. Take all actions necessary to assure compliance with the County’s certification under Section 104(b) of the Act; specifically, to conduct and administer the grant in conformity with the Civil rights Act of 1964, and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152;
 - B. Comply with Section 109 of the Act, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968;
 - C. Comply by signing the assurances and certifications in the HUD 424-B;
 - D. Comply with all other applicable laws; and
 - E. Comply with the applicable provisions of the grant agreements received by the County from HUD as well as the rules, regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program.
 6. The Parties acknowledge, understand, and agree that the County may not provide any CDBG funding for activities in or in support of any cooperating unit of general local government, including the City that does not affirmatively further fair housing within its

jurisdiction, or that impedes the County's actions to comply with the County's fair housing certification.

7. The City affirms that it has adopted and is enforcing:
 - A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
8. The Parties agree not to veto or otherwise obstruct the implementation of the approved consolidated plan. The Parties further agree that the County has the final responsibility for selecting CDBG program activities and projects as well as submitting the consolidated plan to HUD.
9. Pursuant to Section 570.501(b) of the Regulations, the Parties acknowledge and agree that the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in Section 570.503 of the Regulations.
10. The Parties acknowledge and agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of CDBG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations; rather, CDBG funds must be used for activities eligible under Title I of the Act.
11. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows:

<u>To the City:</u> Farmington Att: Brigham Mellor 160 South Main Street Farmington, UT 84025	<u>To the County:</u> Davis County Attn: CDBG Grants Administrator P.O. Box 618 Farmington, UT 84025
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12. No separate legal entity is created by this Agreement.
13. This Agreement will be authorized and approved by the legislative body of each Party by resolution or ordinance in accordance with Section 11-13-202.5, Utah Code Annotated, as amended, and a duly executed original counterpart of this Agreement will be filed with the keeper of records of each Party in accordance with Section 11-13-209, Utah Code Annotated, as amended. Moreover, this Agreement will be submitted to the authorized attorney for each Party for a legal opinion satisfying the Act and in accordance with applicable provisions of Section 11-13-202.5, Utah Code Annotated, as amended.
14. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. In that regard there are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which agreements, if any, are void, nullified, and of no legal effect if they are not recited or addressed in this Agreement.

15. This Agreement and its provisions may not be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
16. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
17. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[This space is left blank intentionally. Signature pages follow.]

SIGNATURE PAGE FOR DAVIS COUNTY, UTAH, TO THE INTERLOCAL COOPERATION
AGREEMENT RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) PROGRAM FOR FEDERAL FISCAL YEARS 2027, 2028, AND
2029

DAVIS COUNTY, UTAH

John Crofts, Chair
Board of Davis County Commissioners
Dated:_____

ATTEST:

Brian McKenzie
Davis County Clerk
Dated:_____

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

Chris Preston
Davis County Civil Attorney
Dated:_____

SIGNATURE PAGE FOR THE CITY OF FARMINGTON, UTAH,
TO THE INTERLOCAL COOPERATION AGREEMENT RELATING TO THE
CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOR FEDERAL FISCAL YEARS 2027, 2028, AND 2029

CITY OF FARMINGTON, UTAH

Brett Anderson

Mayor

Dated: _____

ATTEST:

DeAnn Carlile

City Recorder

Dated: _____

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

Paul Roberts

Attorney for the City of FARMINGTON

Dated: _____



160 S Main
Farmington Utah 84025

City Council Staff Report

To: Honorable Mayor and City Council
From: Levi Ball, Finance Director
Date: May 13, 2026
SUBJECT: **APRIL 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