

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the City Council of the City of Farmington will hold a regular meeting on **Tuesday, July 18, 2023** 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 at www.farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so at dcarlile@farmington.utah.gov

WORK SESSION - 6:00 p.m.

- 2023 Legislative Session Summary - Stewart Barlow & Paul Cutler
- Need-Based Assistance Program for Utility Bills
- South Park impact with I-15 widening

REGULAR SESSION - 7:00 p.m.

CALL TO ORDER:

- Invocation - Councilmember Roger Child
- Pledge of Allegiance - Councilmember Amy Shumway

PRESENTATION:

- Farmington City Theater performance from Xanadu
- Freedom Light Foundation Board

PUBLIC HEARINGS:

- Zone Text Amendment - side yard requirements related to primary and accessory buildings [9](#).

BUSINESS:

- Condemnation of Parcel 08-283-002 for public park purposes [18](#)
- Text Amendment to Accessory Buildings / Garages in Side Corner Yards in the OTR Zone [23](#)
- Monterra Subdivision -Schematic plan [41](#)
- Commission and Committee Member Residency Requirement [59](#)
- Lower Farmington Creek Trail - Grant, Funding, and Manpower Allocation [63](#)
- Historic Conservation Easement for Lot 704 Rice Farms Estates for Bob Aamodt [97](#)
- First Amendment to the Development Agreement for the Trail Apartments [112](#)

SUMMARY ACTION:

- Local Government Agreement for Utility Relocation coordination for the Main Street Widening Project [121](#)
- Updated Investment Policy [176](#)
- Approval of Minutes for 06.20.2023 [189](#)

GOVERNING BODY REPORTS:

- City Manager Report
 - Building Activity Report For June [210](#)
- 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.

CERTIFICATE OF POSTING I, the City Recorder of Farmington City, certify that copies of this agenda were posted at Farmington City Hall, Farmington City website www.farmington.utah.gov, and the Utah Public Notice website at www.utah.gov/pmn on July, 13, 2023

WORK SESSION AGENDA

For Council Meeting:
July 18, 2023

- 2023 Legislative Session Summary – Stewart Barlow & Paul Cutler
- Need-Based Assistance Program for Utility Bills
- South Park impact with I-15 widening

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Paul Roberts, City Attorney
Date: July 18, 2023
Subject: **Need-Based Assistance Program for Utility Bills**

The Mayor has requested a proposal from staff to establish a need-based assistance program for utility bills, funded by voluntary donations by other customers within Farmington City.

RECOMMENDATION(S)

Discuss the program during the work session, make suggestions, and give direction to staff for refinement, implementation or discontinuance.

BACKGROUND

There are situations in which a household is genuinely in need and it would be appropriate to aid that household, if possible. The Mayor has requested that the Council consider establishing a fund to provide that aid using voluntary donations.

The core components of this program are (in descending order of importance):

1. Funded entirely by voluntary donations and not tax dollars
2. Administered fairly
3. Limited burden on staff in assessing eligibility and disbursing funds

It appears that the program can be effectively established in line with these core components.

1. Voluntarily funded

The City should be able to collect donations from customers through their utility billing statement. The logistics of how this is to be accomplished are not yet worked out, especially because we are currently transitioning to a new utility billing provider. Preferably, customers would have the opportunity to give once or on an ongoing basis during the bill-paying process; and once they opt in for ongoing donations, they would continue to give until they cancel the arrangement. If staff is required to be contacted and add the donation manually, then it will serve as a significant

barrier to fund collection, due to the inconvenience to the donor in having to call City Hall.

As they are collected, the funds would be placed into a trust account, which fund's use will be restricted to aiding utility bill customers – i.e., the funds will only be transferred to the GL account for utility bill payments. A record of the transfers will be required, and our use of the trust fund will be subject to the annual audit, like all other funds of the City.

2. Fair Administration

It is a fair expectation of donors that the program will be administered fairly and that the funds will not be doled out indiscriminately or in a biased manner. The program hopes to avoid these concerns through two mechanisms: (A) requiring applicants to first receive approval for participation in the H.E.A.T. program administered by the Utah Department of Workforce Services; and (B) having the Council annually set parameters on how funds are to be disbursed, taking into consideration available funds.

One concern by donors may be that an undeserving household may receive a discounted or paid utility bill, resulting in depleted funds so that the truly deserving receive no help. Utah DWS operates the Home Energy Assistance Target (H.E.A.T.) program, which has a rigorous vetting process to determine eligibility.¹ Moreover, they also have a solid set of procedures and policies governing the administration of the program.² By piggy-backing on their eligibility determination process, the City avoids the pitfalls of administering that specific component of the program. As an additional benefit, eligible customers will have access to the benefits of the H.E.A.T. program in addition to the city's program, if approved. As such, staff recommends making eligibility entirely contingent upon approval for participation in H.E.A.T., rather than creating our own criteria, review process, and procedures.

Once the fund is established, the Council will need to set parameters for how it is administered. For instance, does staff allow eligible customers to have their entire bills paid until funds are exhausted? Do we only discount the utility bill? The answer to this will largely be based upon how much money is in the trust fund, combined with data as to how many households actually receive the benefit. Staff proposes that the Council give annual approval of the administration of the fund, including how much each eligible customer may receive. It is anticipated that for the first few years we will be gathering information about how often these funds are requested, as well as estimates of donations into the trust fund. But by allowing the Council to establish the parameters of payments, it removes the burden from staff to make

¹ For more information, see <https://jobs.utah.gov/housing/scso/seal/heat.html>. In a nutshell, a household that is responsible for paying home utility costs with a household income at or below 150% of the federal poverty level qualify for the HEAT program. This could include both property-owner utility bill recipients and tenants, so long as they are responsible for paying utilities in their arrangement.

² <https://jobs.utah.gov/housing/scso/seal/documents/heatpolicymanual.pdf>

those determinations on a case-by-case basis, and ensures clear expectations for recipients and donors.

3. Limited administrative burden

When crafting a new program, it is important to take into consideration the administrative burden placed on the City staff – every employee in the city is already fulfilling a job and is not necessarily in the position to take on additional responsibilities. If the Council adopts this program, the administrative functions will be: (A) tracking donations and expenditures by the finance department; (B) communicating and receiving proof of H.E.A.T. eligibility in order to place a customer on the program; and (C) applying the benefit based upon the parameters set by the Council. It is hoped that by having an avenue for customers to seek assistance, the administrative burden placed on the utility billing clerk and Council in entertaining individual requests for assistance will be greatly reduced. Overall, if the eligibility determination can be outsourced via the H.E.A.T. program, it is anticipated that the administrative burden will be nominal.

A draft ordinance that would institute this program is attached. Once the ordinance is adopted, then additional procedures and forms would be generated by administrative staff. We anticipate that once the program is started, there would be a period of time in which donations are collected before we open up eligibility for customers to apply for aid. In other words, the launch of the fundraising would need to occur first and we would need to determine how much needs to be collected before we started accepting applications.

Staff seeks the Council's feedback and input on this program.

Respectfully submitted,



Paul Roberts
City Attorney

Review and concur,



Brigham Mellor
City Manager

9-1-320: NEED-BASED ASSISTANCE FOR UTILITY BILLS; TRUST FUND:

- A. The city may establish a trust fund to receive voluntary donations from customers or other individuals in order to assist eligible households with Farmington City utility bill payments.
- B. The trust fund established by the city will be limited in its use for need-based assistance for utility bills generated by Farmington City and may not be accessed for any other government purpose.
- C. A household establishes eligibility for participation in the city's need-based assistance program by presenting a letter of approval for the Home Energy Assistance Target program operated by the Utah Department of Workforce Services.
- D. Eligibility to participate in the program does not guarantee specific assistance; funds will be disbursed on a programmatic basis, as directed by the city council. Once trust fund amounts are exhausted in a given fiscal year, then assistance will not be available until the following fiscal year, unless specifically authorized by the city council.

CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2023

PRESENTATION: Farmington City Theater performance from Xanadu

PRESENTATION: Freedom Light Foundation Board

CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2023

PUBLIC HEARING: Zone Text Amendment – side yard requirements related to primary and accessory buildings.

GENERAL INFORMATION:

See staff report prepared by Lyle Gibson, Asst.Comm. Development Director

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Lyle Gibson - Assistant Community Development Director
Date: 7/18/2023
Subject: **(Public Hearing) Zone Text Amendment - side yard requirements related to primary and accessory buildings.**

RECOMMENDATION(S)

(From the Planning Commission) – Move that the City Council approve the included enabling ordinance and zone text amendment.

Findings:

1. The zone text amendments clarify for property owners and builders what they need to account for before considering building in a recorded easement and will help reviewers of a project to remember this consideration as well.
2. The zone text amendments clarify meaning regarding accessory buildings and their compatibility with the main dwelling on a lot.
3. The proposed zone text amendments continue to allow a reasonable use of property while reducing scenarios where a neighboring property owner may determine inadvertently or otherwise what someone else can do with their property.

BACKGROUND

After discussion regarding a variety of potential changes to side yard setbacks in relation to accessory buildings and homes, the Planning Commission found that there were a couple of items presented by staff that merited continued discussion and changes to the code. The Commission asked staff to address scenarios where because of a first come first serve situation a property owners plans may be made non-compliant based on provisions that require accessory buildings to be 'located at least 15 feet from a dwelling on an adjacent lot.' This has implications due to main dwellings and accessory dwelling units.

Examples:

- 1 – A property owner pours a pad where they one day hope to place a shed, the adjacent

property owner builds a new home or adds an addition near this pad before the accessory building was started making the accessory building illegal. In this example, investment has been made in improvements.

2 – Home owners often build out their property in phases where a detached garage, garden shed, pool and pool house are planned with the original home construction but are pursued at a later date typically for financial reasons. If a neighboring property owner builds a new home, addition, or ADU close enough to these future accessory buildings, they may be made illegal. In this example investment may have been made in plans, in a less direct manner investment may have been made in site improvements in anticipation of future buildings.

3 – On a small single-family lot in a PUD, the side yards and rear yards may be small enough that an accessory building may be pushed towards the middle of a rear yard or may not be feasible at all. The potential to have a small accessory building such as a shed may be beneficial in neighborhoods with smaller lots as storage in the smaller homes is limited.

To address these items, the updated ordinance removes the distance requirement for accessory buildings from a dwelling when located in a rear yard and imposes different restrictions on accessory buildings when located in a side yard.

The Planning Commission also asked that staff look at reconciling language which speaks to an accessory building as being ‘an architectural and integral part of the main building’.

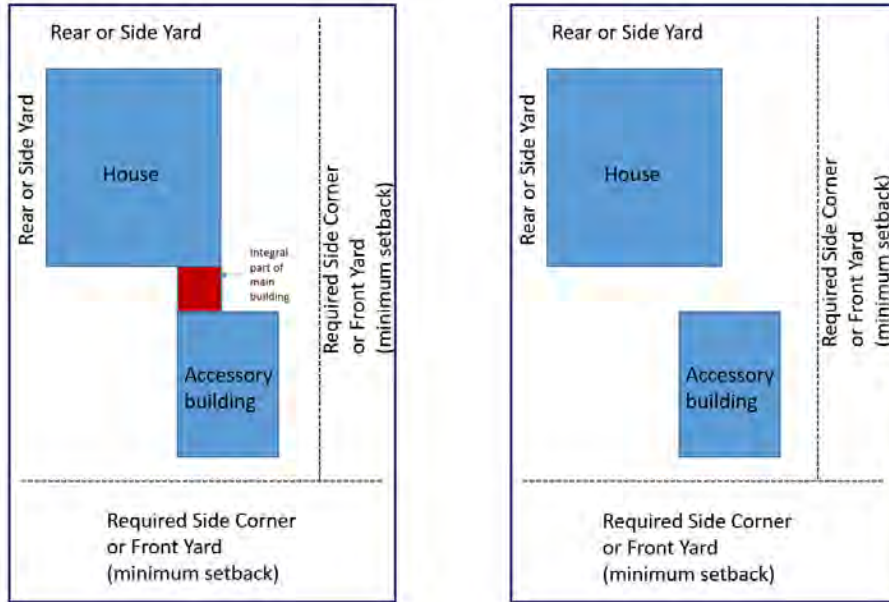
- a. The updated ordinance proposes language that states an accessory structure should match architectural features of the main building rather than assume it is actually part of the main building.

These items occur over multiple chapters of the ordinance, so much of what is included is repeated in different sections of the city code as it relates to single-family or two-family dwelling construction.

The changes proposed in the included enabling ordinance have been vetted by the Planning Commission so that one property owner’s rights would not be determined by what an adjacent property owner does and the first come first serve ramifications of the existing ordinance would be corrected.

In addressing the second item of concern related to the need for reconciling language pertaining to architectural and integral, the enabling ordinance includes an amendment to text in two sections of code to better match the intent and other code definitions.

Changes suggested are illustrated below:



The existing sections of code indicate that an accessory building cannot actually be detached as shown in the example above on the left which would actually meet the definition of an addition – an attached building that is integral to the main building. The proposed changes allow for a detached structure which is assumed when a building is accessory which is still architecturally compatible with the main building.

Supplemental Information

1. Enabling Ordinance with proposed Changes and Additions to the Zoning Ordinance

... Reference Chapters...

- [Chapter 10 – Agriculture](#)
- [Chapter 11 – Single Family](#)
- [Chapter 13 – Multi Family](#)
- [Chapter 17 – Original Townsite Residential.](#)
- [Chapter 21 – Commercial Recreation Transition](#)
- [Chapter 22 – B \(transition zone from lagoon to original townsite\)](#)

Respectfully submitted,

Lyle Gibson
Assistant Community Development Director

Review and concur,

Brigham Mellor
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2023 -

**AN ORDINANCE AMENDING MULTIPLE SECTIONS OF
CHAPTERS 10, 11, 13, 17, 21, AND 22 OF THE FARMINGTON
CITY ZONING ORDINANCES MODIFYING PROVISIONS
REGARDING WHERE AN ACCESSORY BUILDING MAY BE
CONSTRUCTED (ZT-1-23).**

WHEREAS, the Planning Commission has held a public hearing in which the proposed amendments to the Zoning Ordinance were thoroughly reviewed and the Planning Commission recommended that these changes be approved by the City Council; and

WHEREAS, the Farmington City Council has also held a public hearing pursuant to notice and as required by law and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

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

Section 1. Amendment. The specifically listed sections of Title 11 are hereby amended as set forth in Exhibit “A” attached hereto and by this reference made a part hereof. Any part of these sections currently existing in code which are not part of Exhibit A with an included addition or strikeout are otherwise left intact.

Section 2. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 18th day of July, 2023.

FARMINGTON CITY

Brett Anderson, Mayor

ATTEST:

DeAnn Carlile, City Recorder

Exhibit “A”

11-10-040: LOT AND SETBACK STANDARDS:

A. Minimum Standards: The following shall be the minimum lot areas, widths and main building setbacks in agricultural zones:

Zone	Lot Area	Lot Width		Front	Side	Side Corner	Rear
		Interior	Corner				
AA	10 acre	150'	160'	40'	minimum, total	30'	40'
A	2 acre	100'	110'	30'	minimum, total	25'	30'
AE	1 acre	100'	110'	30'	minimum, total	25'	30'

- Buildings shall not be built over utility easements that may run along the side and rear property lines, unless an exception is provided from the zoning administrator with the consent of the City’s Development Review Committee and other applicable utility providers in writing.

H. Accessory Buildings And Structures:

1. Accessory buildings, except those listed in subsection H2 of this section, shall be located in the rear yard, shall be separated from the main building by a distance in compliance with applicable Building Codes, shall be at least five feet (5') from all property lines, shall not encroach on any recorded easement, ~~and shall be fifteen feet (15') from a dwelling on an adjacent lot.~~

Notwithstanding the foregoing, the City may approve accessory buildings with standards for the same as set forth in Chapter 11 of this Title so long as such buildings are subordinate in height and area to the main building, are no taller than fifteen feet (15') in height (except as allowed in chapter 11), and comply with lot coverage standards herein.

11-11-050: MINIMUM LOT AREA, WIDTH AND SETBACK STANDARDS:

A. Minimum Standards: The following shall be the minimum lot areas, widths and main building setbacks for conventional layout subdivision development in single-family residential zones:

Zone	Conventional Lot Area In Square Feet	Lot Width		Front	Side	Side Corner	Rear
		Interior	Corner				
R	16,000	75'	85'	25'	8' minimum, total	20'	30'
LR	20,000	85'	95'	25'	minimum, total	20'	30'
S	30,000	95'	100'	25'	minimum, total	20'	30'
LS	40,000	100'	110'	30'	minimum, total	25'	30'

- Buildings shall not be built over utility easements that may run along the side and rear property lines, unless an exception is provided from the zoning administrator with the consent of the City's Development Review Committee and other applicable utility providers in writing.

11-11-060: ACCESSORY BUILDINGS AND STRUCTURES:

A. Location: Accessory buildings, except those listed in subsection B of this section:

3. An accessory building shall not be located closer than 5 feet from a side or rear property line unless a special exception is approved by the Planning Commission to reduce these setbacks in accordance with 11-3-045; ~~Must be located at least fifteen feet (15') from any dwelling on an adjacent lot;~~

a. Exception. An accessory building which is less than 10 feet in height and under 200 sq. ft. in ground floor area may be located within a side and/or rear yard closer than 5 feet to a side property line so long as it complies with the other provisions of this Section. (11-11-060).

7. An accessory building may be located in a side corner yard or front yard of a lot; providing, that the building is an architectural and integral part of the main building is of the same general design or style as and comparable in excellence of quality and construction to the main building, and in no event shall the accessory building encroach into the required front yard or required side corner yard.

11-13-040: MINIMUM LOT AND SETBACK STANDARDS:

A. Minimum Standards: The following shall be the minimum lot areas, widths and main building setbacks in multiple-family residential zones:

Zone	Lot Area	Lot Width		Front	Side	Side Corner	Rear
		Interior	Corner				
R-2	10,000 square feet for each single-family or two-family dwelling. Maximum of 2 dwelling units per building per lot.	85'	95'	30'	minimum, total	20'	30'
R-4	10,000 square feet for each single-family or two-family dwelling, plus 4,000 square feet for each additional dwelling unit to a maximum of 4 dwelling units per building per lot.	90'	100'	30'	minimum, total	20'	30'
R-8	10,000 square feet for each single-family or two-family dwelling, plus 4,000 square feet for each additional dwelling unit with a maximum of 4 dwelling units per building and not more than 2 buildings per lot, unless a greater number of dwelling units or buildings are approved as specified in section <u>11-</u>	100'	110'	30'	minimum, total	30'	30'

	13-030 of this chapter, "Dwellings, five-to eight- family...".						
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- Buildings shall not be built over utility easements that may run along the side and rear property lines, unless an exception provided from the zoning administrator with the consent of the City's Development Review Committee and other applicable utility providers in writing.

11-13-050: ACCESSORY BUILDINGS AND STRUCTURES:

A. Location: Accessory buildings, except those listed in subsection B of this section:

3. An accessory building shall not be located closer than 5 feet from a side or rear property line unless a special exception is approved by the Planning Commission to reduce these setbacks in accordance with 11-3-045;~~Must be located at least fifteen feet (15') from any dwelling on an adjacent lot;~~

a. Exception. An accessory building which is less than 10 feet in height and under 200 sq. ft. in ground floor area may be located within a side and/or rear yard closer than 5 feet to a side property line so long as it complies with the other provisions of this Section. (11-11-060).

7. An accessory building may be located in a side corner yard or front yard of a lot; providing, that the building ~~is an architectural and integral part of the main building~~ is of the same general design or style as and comparable in excellence of quality and construction to the main building, and in no event shall the accessory building encroach into the required front yard or required side corner yard.

11-17-040: MINIMUM LOT AND SETBACK STANDARDS:

A. Minimum Standards: The following shall be the minimum lot areas, widths and main building setbacks in the OTR Zone: (Ord. 2007-18, 3-6-2007)

Zone	Lot Area	Lot Width		Front	Side	Side Corner	Rear
		Interior	Corner				
OTR	10,000 square feet for each single-family	85'	95'	30'	10'	20'	30'

- Buildings may not be built over utility easements that may run along the side and rear property lines, unless an exception is provided from the zoning administrator with the consent of the City's Development Review Committee and other applicable utility providers in writing.

11-17-050: ACCESSORY BUILDINGS AND STRUCTURES (INCLUDING ATTACHED OR DETACHED GARAGES):

A. Location: Accessory buildings, except for those listed in subsection B of this section, may be located within one foot (1') of the side or rear property line, provided they are at least six feet (6') to the rear of the dwelling, do not encroach on any recorded easements, occupy not more than twenty five percent (25%) of the rear yard, ~~are located at least fifteen feet (15') from any dwelling on an adjacent lot,~~ and accessory buildings shall, without exception, be subordinate in height and area to the main building and shall not encroach into the front yard and required side corner yard. An accessory building which contains an ADU shall be located a minimum of 5 feet

from a side or rear property line unless a special exception is approved by the Planning Commission to reduce these setbacks in accordance with 11-3-045

11-21-040: SINGLE-FAMILY AND TWO-FAMILY DWELLINGS:

5. Side Yard Setback: Eight feet (8') one side and a total of eighteen feet (18') for both sides (main building only); buildings shall not be built over utility easements that may run along the side and rear property lines, unless an exception is provided from the zoning administrator with the consent of the City's Development Review Committee and other utility providers in writing.

7. Accessory Buildings: ~~Located to the rear of the main building~~ An accessory building shall be located in the rear yard and must be at least one foot (1') from all property lines ~~and shall be fifteen feet (15') from dwellings on adjacent lots.~~ Accessory buildings shall not be built over easements without the consent of the easement holder and must be subordinated in height and area to the main building. Accessory buildings over 200 square feet in size shall be at least 5 feet from a side or rear property line unless a special exception is approved by the Planning Commission to reduce these setbacks in accordance with 11-3-045

11-22-040: SINGLE-FAMILY AND TWO-FAMILY DWELLINGS:

5. Side Yard: Ten feet (10'), one side and a total of twenty four feet (24') for both sides, main building only; Buildings shall not be built over utility easements that may run along the side and rear property lines, unless an exception is provided from the zoning administrator with the consent of the City's Development Review Committee and other utility providers in writing.

7. Accessory Buildings: Accessory buildings shall be located in the rear yard ~~six feet (6') in the rear of the main building~~ and at least five feet (5') from all property lines; ~~and shall be fifteen feet (15') from dwellings on adjacent lots.~~ Accessory buildings shall not be built over utility easements that may run along the side and rear property lines.

CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2023

BUSINESS: Condemnation of Parcel 08-283-002 for public
park purposes

GENERAL INFORMATION:

See staff report prepared Brigham Mellor, City Manager

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Brigham Mellor, City Manager
Date: July 18, 2023
Subject: **Condemnation of Parcel 08-283-0002 for public park purposes**

RECOMMENDATION(S)

The Council received public input on this item during a hearing in June. If the property owner or a representative is present at the meeting, they must be provided time during the meeting to present any information that they feel is important. Staff recommends that the Council deliberate and then make a final decision on whether to exercise eminent domain against this property.

Motion Language: "I move that the Council authorize the resolution authorizing the use of eminent domain related to parcel 08-283-0002, to acquire the entire parcel in fee simple."

BACKGROUND

In 2001 this parcel was created as part of surrounding development. It was placed in the ownership of "Residential Zone Owner Association" which was governed by four surrounding homeowner's associations. However, that association reportedly failed to pay property taxes on the parcel, and the County conducted a tax sale of the parcel in 2007. The Browns acquired the land at that time and it has remained in its current state since then.

It is proposed that the land be acquired as an expansion of the public park that the City owns and maintains to the West of the parcel.



Attempts to initiate negotiation with the Browns via correspondence have not been successful. A certified letter inviting voluntary transfer was mailed on April 21, 2023 and

received by the Browns. A certified letter notifying them of the initial hearing was mailed on May 16, 2023, but its delivery was unsuccessful and it sat unclaimed at the post office until it was returned to the City. In order to assure that the Browns received notice of the Council's meeting on July 18, and had an opportunity to address the Council prior to the Council's decision, the City sent both certified and regular mail notices to the Browns on June 14, 2023. State law requires that the notice be mailed at least ten business days before the meeting on which final action may be taken by the Council to authorize eminent domain. The certified letter with notice of the July 18 hearing was received at their address on June 16, 2023.

The specific uses to which the parcel can be put are not the subject of this meeting, so long as the use fits within the categories of acceptable uses. The relevant potential uses to which the ground may be put include: public buildings and grounds for the use of any city; bicycle paths and sidewalks adjacent to paved roads; all other public uses for the benefit of any city or its inhabitants; and cemeteries and public parks. Eminent domain may not be exercised solely for trail acquisition, but that is not the case here.

Staff believes that the acquisition of this parcel will be beneficial to the surrounding residents as an expanded public space. Public comment in response to the prior notice was largely in favor of the acquisition.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Brigham Mellor', written in a cursive style.

Brigham Mellor
City Manager

RESOLUTION NO: 2023-_____

A RESOLUTION OF THE FARMINGTON CITY COUNCIL APPROVING THE USE OF EMINENT DOMAIN RELATED TO PARCEL 08-283-0002, TO ACQUIRE THE ENTIRE PARCEL IN FEE SIMPLE

WHEREAS, the City has authority to exercise eminent domain in order to acquire public grounds for the City's use and public uses for the benefit of the City's inhabitants; and

WHEREAS, the City intends to establish a public park and other allowable public uses on Parcel 08-283-0002, which is currently owned by David & Julie Brown; and

WHEREAS, the City has attempted to initiate negotiations with the property owner by sending correspondence to the address listed on property records for the parcel; and

WHEREAS, the Browns have neither responded nor attempted to negotiate or communicate with the City with respect to a voluntary transfer of the requested land;

WHEREAS, Utah Code Ann. § 78B-6-504(1) requires the City Council to approve a taking by eminent domain; and

WHEREAS, the City has provided notice as provided in Utah Code Ann. § 78B-6-504 and 78B-6-505, by mailing information to the property owners at the address listed on County records; and

WHEREAS, the City Council received public input on June 6, 2023, and also sent specific notice of the July 18 meeting, in order to allow the property owner to appear and be heard on the proposed taking; and

WHEREAS, the Council finds that the use of eminent domain is appropriate and advances the public interest,

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

Section 1. Authorization for acquisition. Pursuant to Utah Code Ann. § 78B-6-505, the Mayor is authorized to commence legal proceedings to acquire via eminent domain the parcel identified as 08-283-0002 in Davis County records, which is legally described as the following:

ALL OF PARCEL A, SHEPARD CREEK SOUTHWEST SUBDIVISION, A PLANNED UNIT DEVELOPMENT.

CONT. 2.483 ACRES

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 ___ TH DAY OF JULY, 2023.**

ATTEST:

FARMINGTON CITY

DeAnn Carlile, City Recorder

Brett Anderson, Mayor

CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2023

BUSINESS: Text Amendment to Accessory Buildings / Garages
in Side Corner Yards in the OTR Zone

GENERAL INFORMATION:

See staff report prepared by David Peterson, Community Development Director

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: David Petersen, Community Development Director
Date: July 18, 2023
Subject: **Zone Text Amendments - Accessory Buildings/Garages in Side Corner Yards in the OTR Zone, Section 11-17-050 (ZT-8-23)**

Note: After a presentation by staff, the City Council held a public hearing for this item on June 20, 2023, but tabled further consideration to a future Council meeting.

RECOMMENDATION(S)

On June 8, 2023, the Planning Commission considered two suggested motions and recommended the City Council approve Alternative A.

Alternative A

Move that the City Council approve the enclosed enabling ordinance amending Section 11-17-050 of the Zoning Ordinance as follows:

11-17-050: ACCESSORY BUILDINGS AND STRUCTURES (INCLUDING ATTACHED OR DETACHED GARAGES):

- A. Location: Accessory buildings, except for those listed in subsection **B C** of this section, may be located within one foot (1') of the side or rear property line, provided they are at least six feet (6') to the rear of the dwelling, do not encroach on any recorded easements, occupy not more than twenty five percent (25%) of the rear yard, are located at least fifteen feet (15') from any dwelling on an adjacent lot, and accessory buildings shall, without exception, be subordinate in height and area to the main building and shall not encroach into the front yard and required side corner yard.
- B. Size: All accessory buildings shall, without exception, be subordinate in height and lot coverage to the main building.
- BC. Animal Shelters And Similar Buildings: Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not closer than ten feet (10') from any side or rear property line and eighty feet (80') from any

public street or from any dwelling on an adjacent property (exceptions to these setback requirements may be reviewed by the planning commission as a conditional use **special exception**).

- €D. Double Frontage Lots: On double frontage lots, accessory buildings shall be located not less than twenty five feet (25') from each street upon which the lot has frontage.
- ∅E. Garages: All garages and any similarly related accessory buildings, whether attached or detached, shall be considered for approval as follows:
 1. **Notwithstanding paragraph A of this Section, Under no circumstance shall any a garage shall not encroach into the front yard, side corner yard, or any other yard, except side yards and the rear yard, of the building lot, with the exception that if a garage currently does not exist on the property and one could not fit within the side or rear yard, then a garage may encroach into the side corner yard, but not the required side corner yard, provided that it is designed so as to be an architectural and integral part of the main dwelling.**
 2. Attached garages constructed even with the front setback line, or that are set back (or recessed) from the front setback less than a distance equal to half the depth of the main building shall comprise no more than thirty three percent (33%) of the front plane of the home on lots greater than eighty five feet (85') in width, and up to forty percent (40%) on lots less than eighty five feet (85') in width if for every percentage point over thirty three percent (33%) the garage is set back (or recessed) an additional one foot (1') behind the front plane of the home. (Ord. 2015-11, 3-17-2015)
 3. All garages, unless otherwise provided herein, shall be considered as a permitted use.
 4. Garages must be compatible and consistent with existing garages in the area. The placement of garages in the general vicinity and on adjoining properties with respect to setbacks and the position of existing garages in relation to the main buildings will be a consideration in determining site plan approval for new garages. Property owners may be asked to provide information regarding such during the building permit application review process.

Findings:

1. The City established the first OTR zone in the vicinity of the Rock Church in 2002, and the remainder in most of downtown Farmington in 2003. A study showed that 405 dwellings existed in this area at the time and garages were not a dominate, but a subdued, design feature for the district/neighborhoods (see attached "2001 OTR Information"). The existing text of Chapter 17 addresses garage characteristics separately from other accessory buildings,

and the proposed changes to Section 11-17-050 are consistent with, enhance, and clarify the original language and intent of the ordinance.

2. The text amendment continues to help minimize the appearance of garages in the OTR zone.
3. The proposed changes offer flexibility for the owners of corner lots to construct a garage in the side corner yard, but not the required side corner yard, if a garage currently does not exist on the property and one could not fit within the side or rear yard, provided that it is designed so as to be an architectural and integral part of the main dwelling.

- OR -

Alternative B

Move that the Planning Commission recommend that the City Council amend Section 11-17-050 D.1. of the Zoning Ordinance as follows:

11-17-050: ACCESSORY BUILDINGS AND STRUCTURES (INCLUDING ATTACHED OR DETACHED GARAGES):

- D. Garages: All garages and any similarly related accessory buildings, whether attached or detached, shall be considered for approval as follows:
 - ~~1. Under no circumstance shall any garage encroach into the front yard or any other yard, except side yards and the rear yard, of the building lot;~~
 1. A garage may encroach into a side yard, rear yard, or side corner yard of a building lot, but under no circumstance shall a garage encroach into a front yard, or required side corner yard, or any other yard located between the street and any front plane of the main building.

Findings:

1. The zone text amendment will result in consistent application of garage and accessory building location standards inside corner yard and required side corner yards in the OTR zone.
2. Property owners with overly sized side corner yards in the OTR zone will enjoy greater use of their property. Realistically, 22 (or 24.7%) of all residential side corner yards in the OTR zone are over 35 feet in width and able to accommodate an accessory building without the structure encroaching into the required side corner yard, and up to another 24.7% (side corner yards

between 25' and 35 feet in width) may be able to accommodate a small accessory building.

3. One may already and expand an existing main building for all residential uses into side corner yards, but not required side corner yards; However, this may be an impractical use of land for some due to specific existing floor layouts, architectural integrity of the principle dwelling, cost, and some may want just more storage area—not additional living space. And for some, such expansions may compromise the structure's eligibility status for the National Register of Historic Buildings.

BACKGROUND

With regard to corner lots, Section 11-2-020 of the Zoning Ordinance defines a “Side Corner Yard” and a “Required Side Corner Yard” as follows:

YARD, SIDE CORNER: Any yard between the other front lot line that is not used to designate the front of the main building and the setback of a main building and extending between the rear lot line and the front setback parallel to the street.

[Note: a “Front Yard” is “Any yard between the front lot line and the front setback line of a main building and for inside lots extending between side lot lines, or for side corner lots extending between a side lot line and the other front lot line that is not used to designate the front of the structure, parallel to the frontage of the lot. . .”]

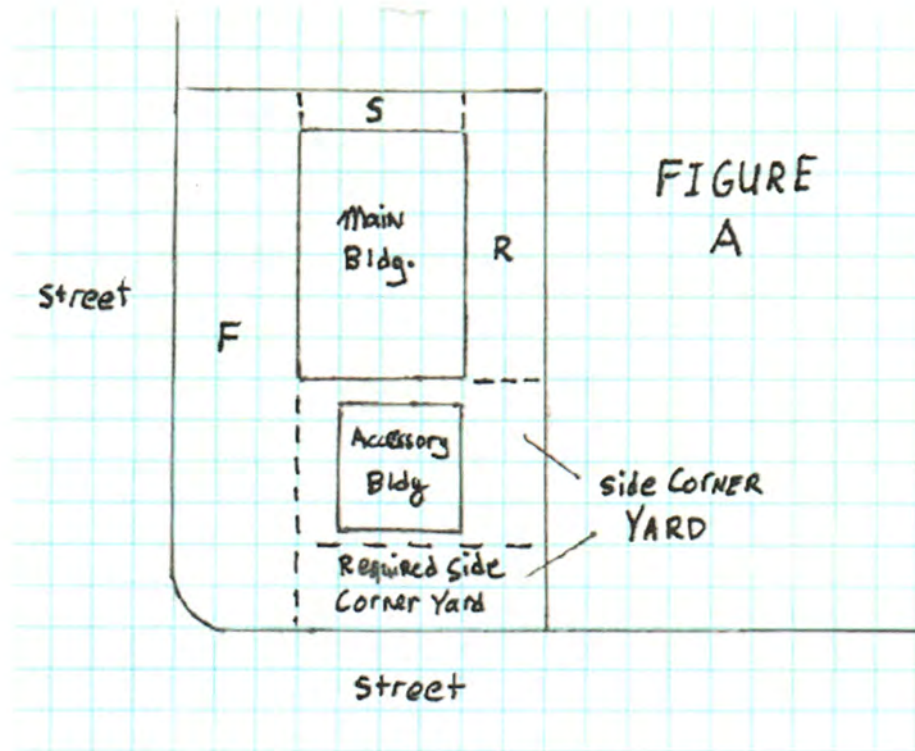
YARD, REQUIRED SIDE CORNER: Any yard between the other front lot line that is not used to designate the front of the main building and the minimum side corner setback of a main building required in a particular zone extending between the rear lot line and the front yard parallel to the street.

In other words, even though the width of a “required side corner yard” in the OTR zone is 20 feet, a “side corner yard” width may be much larger depending on the location of the main building on the lot.

Section 11-17-050 A. allows one to construct an accessory building in the OTR zone, which includes garages, in the “side corner yard” but not the “required side corner yard”. See *italicized/bold* phrase at the end of the paragraph below:

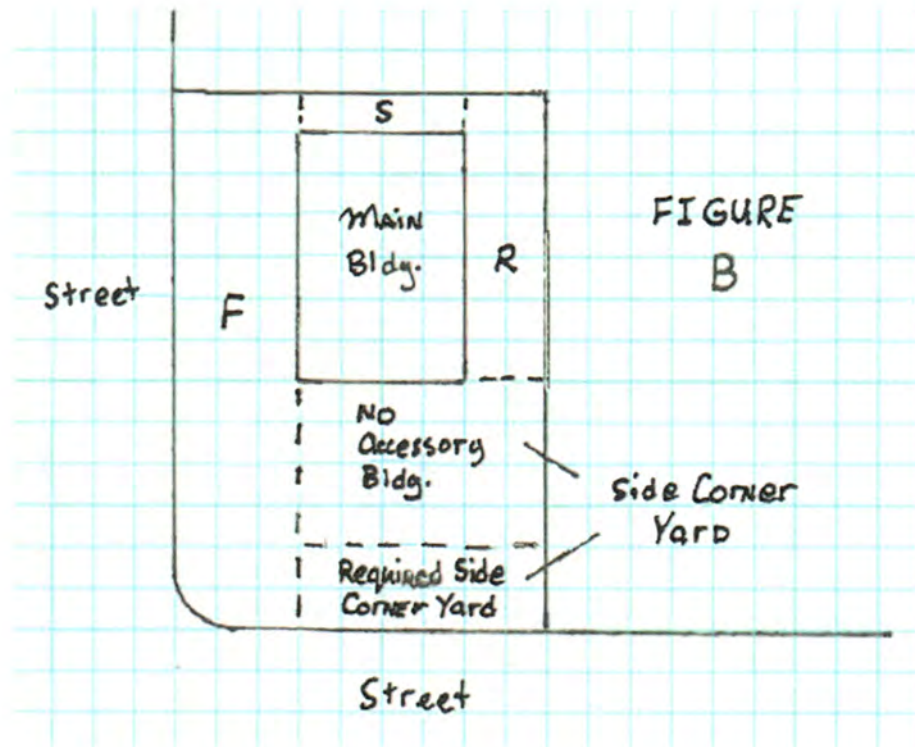
- A. Location: Accessory buildings, except for those listed in subsection B of this section, may be located within one foot (1') of the side or rear property line,

provided they are at least six feet (6') to the rear of the dwelling, do not encroach on any recorded easements, occupy not more than twenty five percent (25%) of the rear yard, are located at least fifteen feet (15') from any dwelling on an adjacent lot, and accessory buildings shall, without exception, be subordinate in height and area to the main building **and shall not encroach into the** front yard and **required side corner yard**. [See Figure A]



Meanwhile, except for side and rear yards, subparagraph D.1. of the same section prevents one from building a garage, or "similarly related accessory building", in the front yard "or any other yard," which includes side corner and required side corner yards:

- D. Garages: All garages and any similarly related accessory buildings, whether attached or detached, shall be considered for approval as follows:
 - 1. Under no circumstance shall any garage encroach into the front yard or any other yard, except side yards and the rear yard, of the building lot; [See Figure B]



PLANNING COMMISSION REVIEW AND RECOMMENDATION

The Planning Commission held a public hearing and considered this item at its May 4, 2023 meeting, but tabled action to allow time for staff to show how many side-corner yards in the OTR maybe affected by the proposed text amendment. The attached table shows that 89 residential “corners” exist in the OTR zone which include, among other categories, 22 side corner yards greater than 35 feet in width and another 22 such yards 25’ to 35’ in width. In other words, close to 49.4% of all residential lots may be impacted by this ordinance. Remarkably, about 29% of all residential side corner yards are under 20’ feet in width, and many of these significantly so.

On May 18, 2023, the Planning Commission reviewed a draft hand-out summary table (see enclosed table titled “Original Townsite Compared with Other Areas in Farmington”) and one of the key elements which separates the downtown area from other areas in Farmington is the size and placement of garages, including driveway widths and whether a garage exists on-site, or not. Some of the Commissioners surmised that the creation of Section 11-17-050 D was intentionally done to distinguish the treatment of garages from other accessory building; and in doing so the authors of the first OTR zone text language left out references to “side corner yards” on purpose in sub-paragraph D to avoid garages constructed “front and

center” on corner lots and dominating the original townsite streetscape like is done in more recent post 1960s areas developed in Farmington.

On June 8, 2023, the Planning Commission considered two suggested motions and recommended the City Council approve Alternative A.

Supplementary Information

1. Enabling Ordinance
2. Summary of Side Corner Yard Widths in the OTR zone, May 2023
3. Original Townsite Compared with Other Areas in Farmington Summary Table, June 8, 2023
4. 2001 OTR Information (5 pages)

Respectfully submitted,



David Petersen
Community Development Director

Review and concur,



Brigham Mellor
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2023 -

AN ORDINANCE AMENDING SECTION 11-17-050 OF THE FARMINGTON CITY ZONING ORDINANCE REGARDING ACCESSORY BUILDINGS AND STRUCTURES (INCLUDING ATTACHED OR DETACHED GARAGES) (ZT-8-23)

WHEREAS, the Planning Commission has held a public hearing in which the proposed text changes for Title 11, Sections 11-17-050 of the Farmington City Municipal Code were thoroughly reviewed and the Planning Commission recommended that these changes be approved by the City Council; and

WHEREAS, the Farmington City Council has also held a public hearing pursuant to notice and as required by law and deems it to be in the best interest of the health, safety, and general welfare of the citizens of Farmington to make the changes proposed;

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

Section 1. Amendment. Section 11-17-050 of the Farmington City Zoning Ordinance are hereby amended to read in its entirety as set forth in Exhibit “A” attached hereto and by this reference made a part hereof.

Section 2. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect immediately upon publication or posting or 30 days after passage by the City Council, whichever comes first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 18th day of July, 2023.

FARMINGTON CITY

Brett Anderson, Mayor

ATTEST:

DeAnn Carlile, City Recorder

EXHIBIT A

11-17-050: ACCESSORY BUILDINGS AND STRUCTURES (INCLUDING ATTACHED OR DETACHED GARAGES):

- A. Location: Accessory buildings, except for those listed in subsection C of this section, may be located within one foot (1') of the side or rear property line, provided they are at least six feet (6') to the rear of the dwelling, do not encroach on any recorded easements, occupy not more than twenty five percent (25%) of the rear yard, are located at least fifteen feet (15') from any dwelling on an adjacent lot, and accessory buildings shall not encroach into the front yard and required side corner yard.
- B. Size: All accessory buildings shall, without exception, be subordinate in height and lot coverage to the main building.
- C. Animal Shelters And Similar Buildings: Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not closer than ten feet (10') from any side or rear property line and eighty feet (80') from any public street or from any dwelling on an adjacent property (exceptions to these setback requirements may be reviewed by the planning commission as a special exception).
- D. Double Frontage Lots: On double frontage lots, accessory buildings shall be located not less than twenty-five feet (25') from each street upon which the lot has frontage.
- E. Garages: All garages and any similarly related accessory buildings, whether attached or detached, shall be considered for approval as follows:
 - 1. Notwithstanding paragraph A of this Section, a garage shall not encroach into the front yard, side corner yard, or any other yard, except side yards and the rear yard, of the building lot, with the exception that if a garage currently does not exist on the property and one could not fit within the side or rear yard, then a garage may encroach into the side corner yard, but not the required side corner yard, provided that it is designed so as to be an architectural and integral part of the main dwelling.
 - 2. Attached garages constructed even with the front setback line, or that are set back (or recessed) from the front setback less than a distance equal to half the depth of the main building shall comprise no more than thirty three percent (33%) of the front plane of the home on lots greater than eighty five feet (85') in width, and up to forty percent (40%) on lots less than eighty five feet (85') in width if for every percentage point over thirty three percent (33%) the garage is set back (or recessed) an additional one foot (1') behind the front plane of the home. (Ord. 2015-11, 3-17-2015)

3. All garages, unless otherwise provided herein, shall be considered as a permitted use.

4. Garages must be compatible and consistent with existing garages in the area. The placement of garages in the general vicinity and on adjoining properties with respect to setbacks and the position of existing garages in relation to the main buildings will be a consideration in determining site plan approval for new garages. Property owners may be asked to provide information regarding such during the building permit application review process.

OTR Side Coner Yard Summary
May_2023

Residential Type	Width in Feet	% of Total
Under 20'	26	29.2%
20 to 25'	19	21.3%
25 to 35'	22	24.7%
35' +	22	24.7%
Total	89	100.0%
Other	9	
total	98	

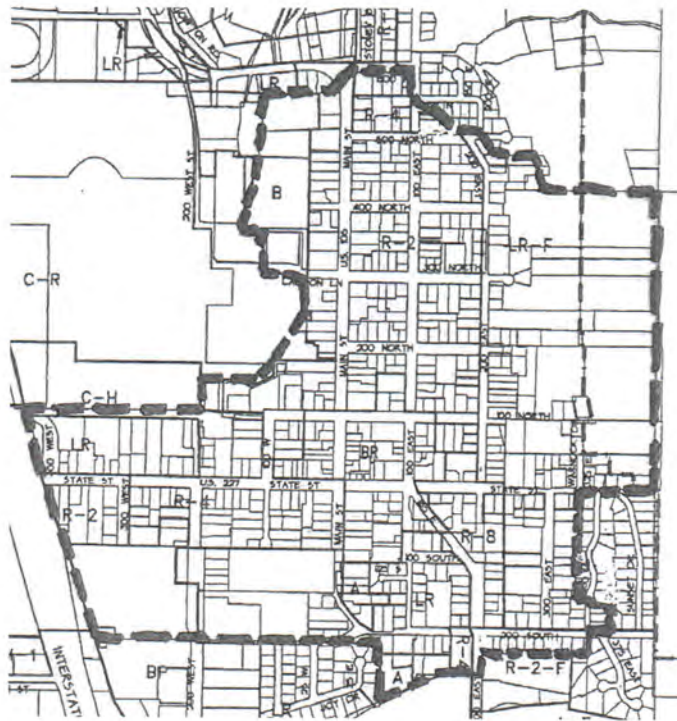
OTR Side Corner Lots Greater Than 35 feet in Width
May_2023

	Contributing Property National Register		Side Corner Yard Width In Feet
1		100 East 278 N	39.7
2	Y	100 East 386 N	41
3	Y	100 East 79 S	61
4		100 South 188 E	43.4 to 61
5		100 West 89 N	45
6		200 East 477 N	68
7		200 East 90 N	40.6
8		200 East 480 N	34 to 51
9		200 North 22 E	39.5
10		300 East 174 S	53.8
11		300 East 185 S	75
12	Y	400 North 188 E	37
13		500 North 15 E	36
14		500 North 115 E	55
15		Grove Creek Cir. 19 W	26 to 47
16		Grove Creek Cir. 26 W	31.9 to 41
17	Y	Main St. 488 N	50
18	Y	Main St. 331 N	128
19		Main St. 547 N	25 to 58
20		Mayfield Lane 15 W	37.4
21	Y	State St. 108 W	52
22		State St. 183 E	75

Original Townsite Compared with Other Areas in Farmington
Summary Table, June 8, 2023

Original Townsite		Typical in other areas of Farmington	
Developed Over 170 years and Continues to Develop		Comprised of newly created subdivision build-out in 2 to 4 years	
	Architecture represents several different periods of time, homes are different sizes and look different		Architecture represents one period of time, homes are all the same size and look alike (even developments with "custom homes")
	Lots sizes are all different, and sometimes designed to maximize building areas and setbacks but most lots do not.		Lots sizes designed intentionally to maximize building areas and setbacks.
Rights-of-Way			
	99 feet		50 to 56 feet
	Park strips: up to 30' +		4 to 7.5 feet
Fences			
	Fewer front yard (4' high) and side corner yard (6' high) fences		
	Fewer vinyl fences		
Height			
	One, and one and half, story buildings dominate, smaller percentage of two-story buildings.		Larger percentage of two-story buildings
Porches			
	More and larger front porches as a percentage of the whole		Less front porches, but trends are changing
Garages			
	Garages do not dominate, often garages are set to the rear of the building.		Garages dominate, sometime newer home designs try to mitigate this
	Many one-car garages		Three car garages common
	Driveways are narrow, not much concrete		Often wide driveways, huge amounts of concrete
	A very large percentage of dwellings have no garage at all		
Trees			
	Large shade trees on-street and off-street		Smaller shade trees

2001 OTR Information 1/5



TOTAL AREA:

~218 ACRES
48 BLOCKS

2001 OTR Information 2/5

Original Townsite Existing Parcel Inventory 2001	
Non Conforming Lots	230
Average Width: 74.79 feet	
Average Area: 13,954 s.f.	
Conforming* Lots	192
Average Width: 127.13 feet	
Average Area: 22,995 s.f.	
Total	422
* Conforming Lot is 85 feet wide and 10,000 s.f. in area	

In-fill Opportunities	
If Only New Conforming Lots	71
If All Meet Existing Nonconforming Averages	121

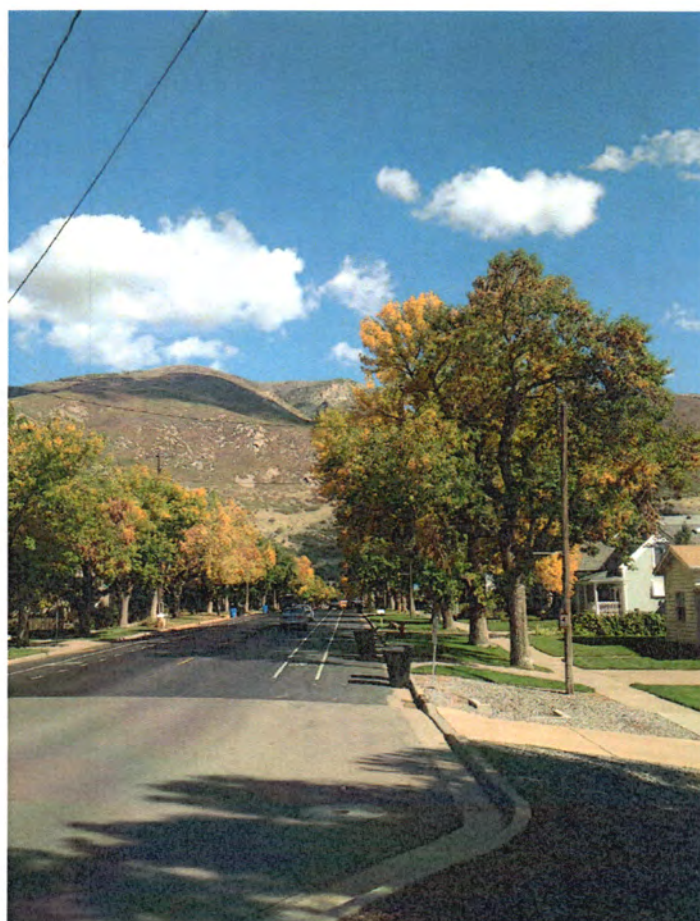
Space Available in Center of Blocks for Development	70 Acres
-----------------------------------------------------	----------

2001 OTR Information 3/5

Original Townsite Housing Inventory by Year Date Prepared: 2001	
1847 to 1900	60
1901 to 1944	130
1944 to 2001 (1991 to 2001: 21)	215
Total	405

2001 OTR Information 4/5

Original Town Site Leading Design Features: 2001		
Garages*		
	No garage at all	28.9 %
	Carport	14.4 %
	Attached Recessed "Way Back"	5.6 %
	Recessed Attached	16.7 %
	Side Detached	2.2 %
	Side Even with Front Plain of House	17.7 %
	Other	3.4 %
	Projecting Beyond Front Plain	11.1 %
	* Note: No three car garages--majority: one car.	
Height		
	Two Story	14.4 %
	One and Half Story	8.9 %
	One Story	76.7 %
Porch		
	Dominate Beyond Front Plane	77.8 %
	No Porch	8.9 %
	Stoop	7.8
	Part front, part side	5.5 %
Fences		
	Very few front yard fences, no vinyl.	



CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2023

PUBLIC HEARING: Monterra Subdivision -Schematic plan

GENERAL INFORMATION:

See staff report prepared by Lyle Gibson, Asst.Comm. Development Director

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: David Petersen, Community Development Director
Date: July 18, 2023
Subject: **Monterra Subdivision—Schematic Subdivision (S-21-21)**

RECOMMENDATION

Move that the City Council approve the Monterra Schematic Subdivision plan pursuant to all Farmington City development standards and ordinances, with the following conditions:

- a. Lot 4 is converted to a flag lot to accommodate future access to the land west adjacent.
- b. Affordable housing shall be in the form of an owner-occupied single-family home with an Accessory Dwelling Unit (ADU) or and Internal Accessory Dwelling Unit (IADU) (Section 11-11-050 B) [Planning Commission Recommendation].

Or

Affordable housing shall be in the form of a deed restricted Accessory Dwelling Unit (ADU) or and Internal Accessory Dwelling Unit (IADU) (Section 11-11-050 B) [Developer Recommendation].

- c. The developer must grant the deed restriction prior to occupancy, and the City must approve and acknowledge the same.

Findings for Approval:

1. The lot sizes are similar to those in the surrounding subdivisions of Oakridge Park Estates, Oakridge Village and Cottages at Farmington Hollow.
2. The applicant will provide a deed restricted affordable housing dwelling unit.
3. Section 11-32-060 A.5 of the zoning ordinance, plus a special exception approval from the planning commission, allow access to Lot 3 with the stem of the flag lot (lot 4), and the possibility of an additional lot as well.

BACKGROUND

The City Council reviewed the Monterra Subdivision Schematic Plan at a public hearing on February 15, 2022, but tabled consideration to allow time for the applicant to “go through a

process of achieving one of four options in order to get additional density [i.e. from two to four lots]. It is still the decision of the City Council whether the applicant can achieve that or not”.

Monterra Subdivision is a proposed four lot subdivision on 1.036 acres in the A zone. The conventional lot size in the LR zone is 20,000 sf, and the applicant has shown via a yield plan that two lots are possible, however they may get two additional lots under the alternative lot size of 10,000 sf, if they provide one of the following:

1. Affordable housing equal to 10% of total dwelling units in subdivision
2. Fee in lieu – in this case, the fee in lieu would be the product of 0.4 x Total Cost of One Dwelling Unit.
3. Some other public benefit
4. Transfer of Development Rights (TDR)

At the Planning Commission meeting on February 3, 2022, the Commission added a condition that the affordable housing component, if selected, must be in the form of a deed-restricted, owner-occupied single-family home, with an ADU (or IADU). The ADU benefits include added rental income.

Notwithstanding the condition recommended by the Planning Commission, the applicant is proposing deed restriction limited to the ADU and not the owner-occupant of the dwelling. The enclosed deed restriction has been approved as to form by the City Attorney.

The applicant is proposing two access roads, one on 1075 West and one on 1875 North – two lots are accessed per these access roads. Lots 3 and 4 are adjacent to a City Right of Way (ROW) to the south, between Oakridge Park Estates PUD Plat 2 and the property in question. The ROW is not currently used for trails or access, but it does house a 12-inch storm water line. Lot 4 is currently reliant on this ROW for frontage, and a special exception is required to access it across Lot 3. On January 5, 2022, the City and applicant received a technical memorandum from the City’s traffic engineer, Tim Taylor, concerning the line of sight to each access road, which concluded that the accesses are safely located as shown in the plan.

Supplementary Information

1. Vicinity Map
2. Schematic Subdivision Plan
3. Line of Sight Technical Memorandum – Tim Taylor January 5, 2022
4. Elevation rendering
5. Proposed Deed Restriction

Respectfully submitted,



David Petersen

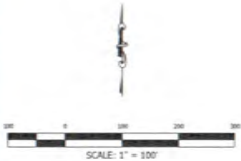
Community Development Director

Review and concur,

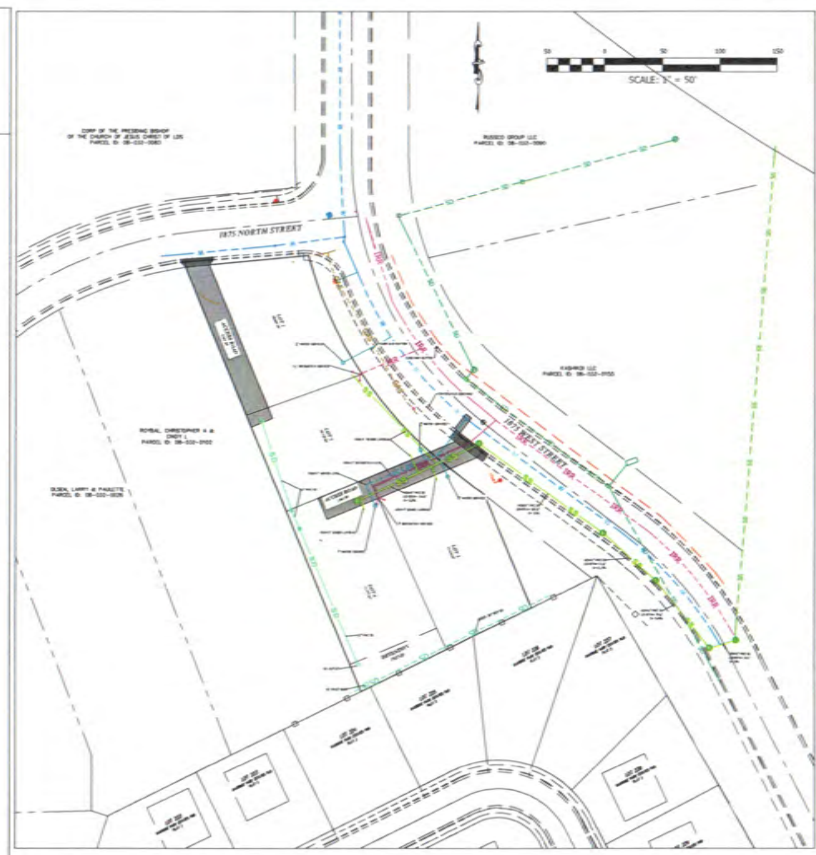


Brigham Mellor

City Manager



VICINITY MAP



NOTES

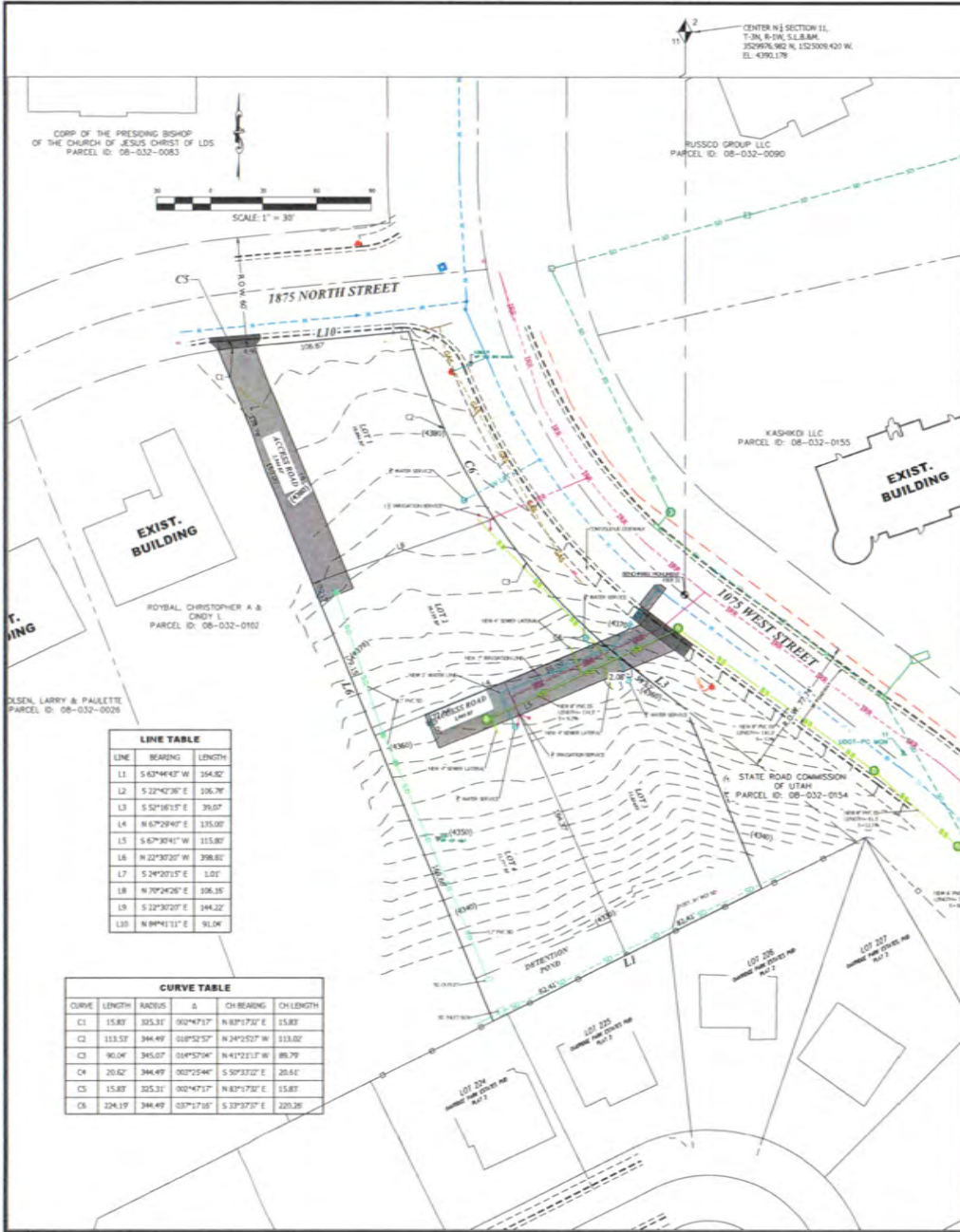
1. Culinary and irrigation water is proposed to be supplied by the City of Farmington and Berschland Water District respectively. Each lot will be supplied with water from the existing water line in 1075 West and through a city standard water meter. Irrigation water will be supplied as needed to each lot depending on the amount of landscaping in each area. No water rights or secondary water shares are available from the owner.
2. The sanitary sewer for this development will be provided by connecting to existing sanitary sewer manhole #302 which is located in the street south of the proposed subdivision. A new sewer line will be installed along the road to connect two new sewer manholes in the south access road on the property to the existing manhole which is maintained by Central Davis Sewer District. Each lot of the proposed subdivision will be supplied with a standard sewer lateral connecting to the new sewer line in the access road. All manholes, lines, and laterals will be installed according to Central Davis Sewer District's regulations.
3. Existing storm water drain lines along the south side of the property and in 1075 West street will provide the proposed subdivision with the storm drain lines that are needed. In addition to these lines, a detention pond will be installed in the south-west corner of the property to provide additional water runoff protection for the existing subdivision to the south.
4. No portions of this property are included in the most recent flood insurance rate maps that are prepared and provided by FEMA (FIRM Map #49011C0243E)
5. Total acreage of the proposed development: 1.036
6. It is proposed that a change in zoning classifications is necessary from Agricultural (A) to Large Residential (LR) and the appropriate application has been submitted.

Client **JOEY GREEN**
 Contact **joeygreen@gmail.com**
 Phone **(801) 633-1917**
 Address
 City, UT Zipcode

LEGEND	
PROPERTY LINE	—————
ADJACENT PROPERTY	-----
ROAD CENTERLINE	—————
EASEMENT LINE	-----
EDGE OF PAVEMENT	-----
CURB, GUTTER, SIDEWALK	-----
FENCE LINE	-----
WALL	█

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

MONTERA SUBDIVISION
 1875 N 1875 W
 TAYLOR PARCEL 886-013-018
 LOCATED IN THE
 FARMINGTON CITY, DAVIS COUNTY, UTAH



CORP OF THE PRESSING BISHOP OF THE CHURCH OF JESUS CHRIST OF LDS PARCEL ID: 08-032-0083



CENTER N 1/2 SECTION 11, T.30N. R.5W. S.12.8M. 352976.962 N, 1521008.420 W, EL. 4390.178

RUSCO GROUP LLC PARCEL ID: 08-032-0090

KASHIKI LLC PARCEL ID: 08-032-0155

ROYBAL, CHRISTOPHER A & CHRYL L PARCEL ID: 08-032-0102

OLSEN, LARRY & PAULETTE PARCEL ID: 08-032-0026

LINE	BEARING	LENGTH
L1	S 63°44'43" E	164.82
L2	S 22°42'38" E	136.78
L3	S 52°18'13" E	39.67
L4	N 62°29'40" E	135.00
L5	S 62°30'41" W	115.87
L6	N 22°32'32" W	398.35
L7	S 24°20'13" E	1.01
L8	N 70°42'26" E	306.35
L9	S 22°30'20" E	144.22
L10	N 84°41'11" E	91.04

CURVE	LENGTH	RADIUS	Δ	CH BEARING	CH LENGTH
C1	15.87	325.31	002°47'17"	N 80°17'32" E	15.87
C2	113.53	344.49	028°52'57"	N 24°52'57" W	113.02
C3	96.29	345.07	068°57'04"	N 41°21'17" W	89.79
C4	20.62	344.49	002°25'44"	S 30°37'02" E	20.61
C5	15.87	325.31	002°47'17"	N 80°17'32" E	15.87
C6	324.19	344.49	037°17'18"	S 10°37'37" E	229.28

PRELIMINARY PLAT -- NOT TO BE RECORDED

BOUNDARY DESCRIPTION

LEGAL DESCRIPTION

BEG ON SLY LINE OF CD RD AT A PT 716.7 FT S & N 43°30' E 133 FT & N 83°47' E 111.33 FT FR NW COR OF SE 1/4 OF NE 1/4 OF SEC 11-T30N-R5W-S12.8M, & RUN TH ALG SD SLY LINE OF RD N 83°47' E 68.67 FT TO NW COR OF GRANTEE'S EXIST PREMISES, TH S 22°42' E ALG W LINE OF GRANTEE'S PREMISES 325.5 FT, N1/2 TO W LINE OF RD OR L.S. 65°17' W 68.25 FT, TH N 22°42' W 344.49 FT, N1/2 TO POB, CONT. 0.365 ACRES ALSO, A TRACT OF LAND SET IN SE 1/4 NE 1/4 OF SEC 11-T30N-R5W-S12.8M, DESC AS FOLLOWS: BEG AT THE SLY ROW LINE OF 1875 NORTH ST & THE WLY BNDRY LINE OF SD TRACT, BEING THE NW COR OF SD TRACT, 184 FT 15.225000 M (604.93 FT) N 83°23'19" M (255.33 FT) W FR THE E 1/4 COR OF SD SEC 11, & RUN TH S 22°21'49" E 102.260 M (335.50 FT) ALG SD WLY BNDRY LINE TO THE SW COR OF SD TRACT, TH N 65°38'11" E 26.535 M (86.90 FT), TH N 22°21'49" W 25.265 M (82.89 FT) TO THE SWLY ROW LINE OF FRONTAGE RD, TH N 65°38'11" E 26.535 M (86.90 FT) TO A PT OF TANGENCY WITH A 105.00 M (344.49 FT) RAD CURVE TO THE RIGHT, TH N 65°38'11" E 102.260 M (335.50 FT) ALG THE ARC OF SD CURVE TO THE WLY BNDRY LINE OF SD TRACT (NOTE: CHORD FOR SD CURVE BEARS N 34°17'04" W 43.847 M, TH S 84°08'11" W 10.960 M (36.10 FT) TO THE POB, CONT. 0.471 ACRES TOTAL ACRES 1.036 ACRES

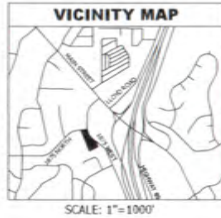
LOT TABLE	
MINIMUM LOT	LOT 1 AT 10,504 SF, 0.229 ACRES
AVERAGE LOT SIZE	10,885 SF, 0.250 ACRES



ACCESS ROADS 1 AND 2

NOTE:
THERE ARE NO TREES WORTH PRESERVING ON THIS PROPERTY

Client: **JOEY GREEN**
Contact: **joeygreen@gmail.com**
Phone: **(801) 633-1917**
Address: _____
City, UT Zipcode: _____



DRAINAGE CALCULATIONS

Pre-Development Area Analysis		Post-Development Area Analysis		100 Year Storage Analysis	
Area	sq ft	Area	sq ft	Time	Storage
Building	0.00	0.00	0.85	5	91.7
Improvements	0.00	0.00	6.90	10	1,367
Landscaping	43,540	0.80	0.15	15	1,942
Total	43,540	1.00	0.85	20	2,126
				30	2,496
				60	3,077
				120	3,860
				180	4,794
				240	5,832
				300	6,922
				360	8,045
				420	9,197
				480	10,377
				540	11,584
				600	12,817
				660	14,076
				720	15,359
				780	16,666
				840	18,000
				900	19,360
				960	20,746
				1020	22,158
				1080	23,596
				1140	25,060
				1200	26,550
				1260	28,066
				1320	29,600
				1380	31,152
				1440	32,722
				1500	34,310
				1560	35,916
				1620	37,540
				1680	39,182
				1740	40,842
				1800	42,520
				1860	44,216
				1920	45,930
				1980	47,662
				2040	49,412
				2100	51,180
				2160	52,966
				2220	54,770
				2280	56,592
				2340	58,432
				2400	60,290
				2460	62,166
				2520	64,060
				2580	65,972
				2640	67,902
				2700	69,850
				2760	71,816
				2820	73,800
				2880	75,802
				2940	77,822
				3000	79,860
				3060	81,916
				3120	84,000
				3180	86,102
				3240	88,222
				3300	90,360
				3360	92,516
				3420	94,690
				3480	96,882
				3540	99,092
				3600	101,320
				3660	103,566
				3720	105,830
				3780	108,112
				3840	110,412
				3900	112,730
				3960	115,066
				4020	117,420
				4080	119,792
				4140	122,182
				4200	124,590
				4260	127,016
				4320	129,460
				4380	131,922
				4440	134,402
				4500	136,900
				4560	139,416
				4620	141,950
				4680	144,502
				4740	147,072
				4800	149,660
				4860	152,266
				4920	154,890
				4980	157,532
				5040	160,192
				5100	162,870
				5160	165,566
				5220	168,280
				5280	171,012
				5340	173,762
				5400	176,530
				5460	179,316
				5520	182,120
				5580	184,942
				5640	187,782
				5700	190,640
				5760	193,516
				5820	196,410
				5880	199,322
				5940	202,252
				6000	205,200
				6060	208,166
				6120	211,150
				6180	214,162
				6240	217,192
				6300	220,240
				6360	223,306
				6420	226,390
				6480	229,492
				6540	232,612
				6600	235,750
				6660	238,906
				6720	242,080
				6780	245,272
				6840	248,482
				6900	251,710
				6960	254,956
				7020	258,220
				7080	261,502
				7140	264,802
				7200	268,120
				7260	271,456
				7320	274,810
				7380	278,182
				7440	281,572
				7500	284,980
				7560	288,406
				7620	291,850
				7680	295,312
				7740	298,792
				7800	302,290
				7860	305,806
				7920	309,340
				7980	312,892
				8040	316,462
				8100	320,050
				8160	323,656
				8220	327,280
				8280	330,922
				8340	334,582
				8400	338,260
				8460	341,956
				8520	345,670
				8580	349,402
				8640	353,152
				8700	356,920
				8760	360,706
				8820	364,510
				8880	368,332
				8940	372,172
				9000	376,030
				9060	379,906
				9120	383,800
				9180	387,712
				9240	391,642
				9300	395,590
				9360	399,556
				9420	403,540
				9480	407,542
				9540	411,562
				9600	415,590
				9660	419,636
				9720	423,690
				9780	427,762
				9840	431,852
				9900	435,960
				9960	440,086
				10020	444,230
				10080	448,392
				10140	452,572
				10200	456,770
				10260	460,986
				10320	465,220
				10380	469,472
				10440	473,742
				10500	478,030
				10560	482,336
				10620	486,660
				10680	490,992
				10740	495,342
				10800	499,710
		</			



2139 S. 1260 W.
Salt Lake City, UT 84119

801-456-3847
wcg.us

TECHNICAL MEMORANDUM

Date: Wednesday, January 5, 2022
To: Dave Peterson, Community Development Director
Shannon Hansell, City Planner and GIS Specialist
Lyle Gibson, Assistant Community Development Director and City Planner
From: Tim Taylor, P.E., PTOE
Subject: **Monterra Subdivision Sight Distance Assessment - 1875 North 1075 West**

Per the City's request, we've reviewed sight distance conditions associated with the 1075 West Street access to the proposed Monterra Subdivision.

Our assessment and field inspection show that there is adequate sight distance for both the left and right-turn movements from the proposed 1075 West Street access based on a design speed of 35 mph on 1075 West Street.

Looking to the north, there is approximately 385 feet of available sight distance. Limitations are related to horizontal and vertical curvature conditions along and immediately adjacent to 1075 West Street. Looking to the south, there is approximately 450 feet of available sight distance in this direction, which is only limited by vegetation during summer months.

For left-turns from the access, the required sight distance is 350 feet. For right-turns, the required sight distance is 370 feet.

Our sight distance assessment is based on the methodology set forth in the American Association of State Highway and Transportation Officials *A Policy on Geometric Design of Street and Highways*, 2018, 7th Edition (AASHTO Green Book) and the following inputs:

- 9% grade on 1075 West Street adjacent to the proposed development
- Decision point of the departure sight triangle on the proposed access is 14.5' from the edge of the traveled way (white edge line) on 1075 West with a driver eye height of 3.5'
- 3.5' object to be seen height located in the center of the approaching lane

Please contact us if you have questions or need additional information.



Upon recording return to:

Farmington City Attorney
160 S. Main St.
Farmington, UT 84025

DEED RESTRICTION
Owner Occupancy &
Affordable Rental Housing in Accessory Dwelling Unit

This DEED RESTRICTION (this “Deed Restriction”) is granted as of _____, 2023 by _____ having a mailing address of _____ (“Grantor”), for the benefit of FARMINGTON CITY, UTAH having a mailing address of 160 S. Main Street, Farmington, Utah 84025 (the “City”), as such Deed Restriction may be amended from time to time.

WITNESSETH:

A. Grantor holds legal title to approximately ___ acres of land located at _____, and further identified as Parcel Number _____ in the Records of the Davis County Recorder’s Office (the “Property”), and intends to construct a four-unit housing development, consisting of detached single-family homes, at the Property. The Property is described in Exhibit A, attached hereto and incorporated by reference.

B. The Property is part of a project known as Monterra Subdivision (the “Development”). The Property was developed pursuant to an Agreement under Section 10-9a-535(1) of the Utah Code, which permits the development of a certain number of moderate-income housing units as a condition of approval.

C. As a condition to the approval, Grantor has agreed that this Deed Restriction be imposed upon a single lot (the “Restricted Lot”) within the Property as a covenant running with the land and binding upon any successors to Grantor, as owner thereof.

D. The City is authorized to monitor compliance with and to enforce the terms of this Deed Restriction.

E. The rights and restrictions granted herein to City serve the public’s interest in the creation and retention of affordable housing for persons and households of low and moderate income.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending that owners and renters of

the unit be bound by its terms, Grantor hereby agrees that the Property shall be subject to the following rights and restrictions:

1. **Recitals Incorporated by Reference.** The foregoing recitals are incorporated by reference herein and made a part hereof.
2. **Definitions.** The following terms are defined for purposes of this Deed Restriction:
 - (a) “Affordable” means housing for which the combined rent and tenant-paid utility costs are equal to or less than thirty percent (30%) of the income for those earning eighty percent (80%) than the Area Median Income.
 - (b) “Affordable Unit” means the internal accessory dwelling unit which shall be leased to those meeting the income qualifications provided in Section 6 of this Deed Restriction and are affordable to those income-qualified tenants, within the home constructed on the Restricted Lot.
 - (c) “Area Median Income” or “AMI” means a number calculated annually by the United States Department of Housing and Urban Development (HUD), which is the “middle” number of all of the incomes in the Ogden-Clearfield UT HUD Metro FMR Area, with 50% of individuals in that Area making more than that amount, and 50% making less than that amount. The AMI shall be rounded to the nearest tenth (for example, if the calculated AMI is 64% it shall be rounded down to 60%; if the calculated AMI is 65%, it shall be rounded up to 70%).
 - (d) “City” shall mean Farmington City, a political subdivision of the State of Utah.
 - (e) “Household” means all related and unrelated individuals occupying a Unit as a Tenant.
 - (f) “HUD” means the United States Department of Housing and Urban Development.
 - (g) “Notice” means correspondence complying with the provisions of Section 10(b) of this Deed Restriction.
 - (h) “Primary Dwelling Unit” means the portion of the house that excludes the Affordable Unit, in the home constructed on the Restricted Lot.
 - (i) “Property” means the parcel of land described in Section A of the recitals.
 - (j) “Reasonable Effort” means good faith efforts to advertise the Affordable Unit for rent through appropriate local means complying with the provisions of Section 7 of this Deed Restriction, including the following, at a minimum:

1. Posting an advertisement online;
2. Notifying the Davis County Housing Authority via e-mail; and
3. Posting a notice of vacancy or “for rent” on the premises in a place and of a nature reasonably determined by an owner of the Primary Dwelling Unit.

(k) “Restricted Lot” means the lot containing the home that is subject to this deed restriction.

(l) “Tenant” means an occupant of a Unit other than an owner or operator.

3. Affordable Unit

- (a) Grantor agrees to set aside one (1) internal accessory dwelling unit as an Affordable Unit within the Project.
- (b) This deed restriction shall be recorded against the Restricted Lot, at the time of plat recordation.

4. Affordability and Occupancy Requirement.

(a) This Deed Restriction shall remain in effect from the date this Deed Restriction is recorded in the Davis County Recorder’s Office and continuing for a period of thirty (30) years thereafter (the “Affordability Period”) unless earlier terminated in accordance with Section 10(h) hereof.

(b) During the Affordability Period, the rents charged by Grantor for the Affordable Unit shall remain Affordable and shall be rented to an individual or household whose gross annual household income at the time tenancy was established did not exceed eighty percent (80%) of AMI, adjusted for Household size, as established from time to time by HUD.

(c) Adjustments for Household size are as follows, and consistent with the AMI for Davis County:

1. Studio unit: Use the income limit for a one-person household.
2. One-bedroom unit: use the income limit for a two-person household
3. Two-bedroom unit: use the income limit for a three-person household
4. Three-bedroom unit: use the income limit for a four-person household

- (d) The permitted rental amount includes the following:
1. Use and occupancy of the Affordable Unit and the associated land and facilities;
 2. Any separately charged fees and service charges assessed by Grantor, which are required by all Tenants, but is not to include security deposits or application fees or charges for telephone service, cable television, pet deposits, pet fees, parking fees, or high-speed internet access;

3. Utilities to include garbage collection, sewer, water, electricity, gas and other heating, cooking, refrigeration fuels, but not to include telephone service, cable television, pet deposits, pet fees, parking fees, or high-speed internet access. If a unit Tenant pays all or some of the utilities, then a “utility allowance” shall be determined as the average amount paid per month for those utilities, and the rent shall be reduced by the amount of the “utility allowance.”
4. Possessory interest taxes or other fees and charges assessed for use of the associated land and facilities by a public or private entity other than Grantor.

(e) Except as provided in Section 4(a), the Affordable Unit shall remain Affordable during the Affordability Period.

(f) This Deed Restriction’s compliance with the affordability requirements shall be monitored and enforced by the City.

5. Requirement for Primary Dwelling Unit to Remain Owner-Occupied

- (a) Grantor, or Grantor’s successors or assigns, agree and covenant that the Primary Dwelling Unit shall be occupied by the owner of the Property at any time that the Affordable Unit is leased for rent.
- (b) It is prohibited under this Restriction and the ordinances of Farmington City for an owner to lease out both the Primary Dwelling Unit and the Affordable Unit.
- (c) An owner may occupy the internal accessory dwelling unit and lease the Primary Dwelling Unit, so long as the lease of the Primary Dwelling Unit complies with the affordability and income qualifications requirements of Sections 4 and 6.

6. Income Qualifications.

(a) The Affordable Unit shall at all times be occupied by Households, adjusted for Household size, earning an average of 80% AMI.

- (b) Income qualification shall adhere to the following process:
 1. Determine the number of adults and children (all Household members) to occupy the available unit.
 2. Collect either 1040 Federal Tax Returns for the most recent year or current pay stub and/or projected income for all Household members generating income.
 3. Add together the adjusted gross income for all Household members to determine the total Household income.
 4. Review HUD publications to determine whether total Household income is less than the income of a Household of the same size earning 80% AMI.

(c) This deed restriction does not prevent a homeowner from leaving the Affordable Unit vacant or from occupying the Affordable Unit as part of the owner's household.

(d) The Affordable Unit may not be utilized as a short-term rental; rental periods shall be for at least thirty (30) days.

7. Advertisement.

(a) At the time of initial occupancy, Grantor shall use Reasonable Efforts to advertise for qualified Tenants for a period of not less than thirty (30) days (unless a Tenant is obtained in a shorter time period) and shall thereafter fill the Affordable Unit with income qualified applicants.

(b) If no income qualified applicants have applied for the unit within the advertisement period, then Grantor may rent the unit to a non-income qualified Tenant for a period of one-year. If Grantor exercises this option, then upon the next vacancy, Grantor shall engage in the advertisement period for that unit to seek an income-qualified applicant.

(c) The rental of an Affordable Unit to a Tenant who is not income qualified does not limit the applicability of this Deed Restriction in any way with respect to such Tenant's use, occupancy and subsequent lease of the Affordable Unit.

8. Enforcement.

(a) The rights hereby granted shall include the right of the City to enforce this Deed Restriction independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief against any violations including without limitation relief requiring restoration of the Property to its condition prior to any such violation (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the City. Notwithstanding the foregoing, the City may not enforce this Deed Restriction by: (i) voiding a conveyance by Grantor; (ii) terminating Grantor's interest in the Property; or (iii) subjecting Grantor to contractual liability from Tenants, such as damages, specific performance or injunctive relief.

(b) Grantor shall keep accurate and complete records of all Tenants. Grantor shall provide to the City a semi-annual rent roll showing each Affordable Unit occupied, the name of the Tenant or Tenants, rent charged, Household gross income, and the term of the lease. The City shall have the right to audit Grantor's files annually upon ten (10) days' advance written Notice.

(c) Grantor for itself and Grantor's successors and assigns, hereby grants to the City the right to enter upon the Property for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Property, which the City may

determine to be necessary or appropriate pursuant to court order, or with the written consent of Grantor to prevent, remedy or abate any violation of this Deed Restriction.

(d) The City may delegate the responsibility of monitoring Grantor for compliance with this Deed Restriction to any not-for-profit or government organization. In no case shall this delegation result in additional fees or financial responsibilities of Grantor. Grantor agrees to cooperate with any delegate of the City to the same extent as required under this Deed Restriction as long as the City has notified Grantor in writing of such delegation of responsibility.

9. Covenants to Run with the Property.

(a) A copy of this Deed Restriction, as recorded, shall be provided to the Monitoring Agent and the appropriate official of the Municipality.

(b) At the expiration of the Affordability Period, either City, Grantor or a successor in interest, may record a notice of termination of this Deed Restriction without the other party's consent and acknowledgement.

(c) This Deed Restriction shall be deemed to be a requirement for the development of a certain number of moderate-income housing units as a condition of approval of a land use application, pursuant to a written agreement, as provided in Utah Code Ann. § 10-9a-535(1).

(d) Grantor acknowledges, declares and covenants on behalf of Grantor and Grantor's successors and assigns (i) that this Deed Restriction shall be and are covenants running with the land, encumbering the Property for the Affordability Period, and are binding upon Grantor's successors in title and assigns, (ii) are not merely personal covenants of Grantor, and (iii) shall bind Grantor, and Grantor's successors and assigns, and inure to the benefit of and be enforceable by the City and its successors and assigns, for the Affordability Period.

10. Miscellaneous Provisions.

(a) Amendments. This Deed Restriction may not be rescinded, modified or amended, in whole or in part, without the written consent of the current owner of the Property and the City.

(b) Notice. Any notices, demands or requests that may be given under this Deed Restriction shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, return receipt requested, or via reputable overnight courier, in each case postage prepaid and addressed to the parties at their respective addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice. All such notices, demands or requests shall be deemed to have been given on the day it is hand delivered or mailed:

Grantor:

Attn: _____

City:

Attn: CED Director
Farmington City
160 S. Main Street
Farmington, UT 84025

(c) Severability. If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

(d) Waiver by City: No waiver by the City of any breach of this Deed Restriction shall be deemed to be a waiver of any other or subsequent breach.

(e) Third Party Beneficiary. The City shall be entitled to enforce this Deed Restriction and may rely upon the benefits hereof.

(f) Gender; Captions. The use of the plural in this Deed Restriction shall include the singular, the singular, the plural and the use of any gender shall be deemed to include all genders. The captions used in this Deed Restriction are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Deed Restriction.

(g) Binding Successors. This Deed Restriction shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns; provided, that Grantor may not assign this Deed Restriction or any of its obligations hereunder without the prior written approval of City pursuant to the terms of this Deed Restriction.

(h) Termination. This Deed Restriction may be terminated by the written, mutual consent of both Grantor and the City of Farmington, which authorization must be rendered by the City Council. If this Deed Restriction is terminated as provided in this Section 10(h), the then-owner of the Property, or a portion thereof, or City may record a notice of such termination with the Davis County Recorder without the other party's consent and acknowledgement.

(i) Governing Law. This Deed Restriction is being executed and delivered in the State of Utah and shall in all respects be governed by, construed and enforced in accordance with the laws of said State without giving effect to any conflict of law provision or rule. Venue to resolve disputes regarding this Deed Restriction shall lie in the Second District Court of Utah, Farmington Division.

(j) Independent Counsel. GRANTOR ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

IN WITNESS WHEREOF, the parties hereto each caused this Deed Restriction to be duly executed and delivered by themselves or their respective duly authorized representatives as of the day and year set forth above.

GRANTOR:

By: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

In _____ County on this ____ day of _____, 2023, before me personally appeared _____, the _____ of _____, to me known, and known by me to be the party executing the foregoing instrument and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed, in said capacity, and the free act and deed of _____.

Notary Public

Printed Name: _____

My Commission Expires: _____

The terms of this Deed Restriction are acknowledged by:

CITY:

By: _____

Name: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

In Davis County on this _____ day of _____, 2023, before me personally appeared Brett Anderson , the Mayor of the Farmington City, to me known, and known by me to be the party executing the foregoing instrument, and he/she acknowledged said instrument, by him/her executed to be his/her free act and deed, in said capacity, and the free act and deed of Farmington City.

Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit A

Property Description
& Identification of Restricted Lot

CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2023

BUSINESS: Commission and Committee Member Residency Requirement

GENERAL INFORMATION:

See staff report prepared by David Peterson, Community Development Director

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: David Petersen, Community Development Director
Date: July 18, 2023
Subject: **Commission and Committee Member Residency Requirement**

RECOMMENDATION

Move that the City Council approve the enclosed enabling ordinance to amend Section 3-3-020 of the Farmington City Code requiring that all Commission and Committee members must be residents of the City.

Findings for Approval:

1. The change to the code memorializes what is typically done in practice when citizens are appointed as members of commissions and committees for the City.
2. Residents usually have a more vested interest than non-residents in what occurs within the Farmington community.

Supplementary Information

1. Enabling Ordinance

Respectfully submitted,



David Petersen

Community Development Director

Review and concur,



Brigham Mellor

City Manager

ORDINANCE NO: 2023-_____

AN ORDINANCE AMENDING SECTION 3-3-020 OF THE FARMINGTON CITY MUNICIPAL CODE ESTABLISHING A RESIDENCY REQUIREMENT FOR SERVICE ON COMMITTEES AND COMMISSIONS

WHEREAS, the City Council maintains several committees and commissions pursuant to municipal code, to aid in the governance of the city and to provide advice to the Council; and

WHEREAS, the City Council finds that requiring such commission or committee members to maintain primary residency within Farmington City will increase the effectiveness of those members by virtue of their continued, personal connection to the City; and

WHEREAS, the Farmington City Municipal Code governs requirements that apply to committee members; and

WHEREAS, the City Council finds that adding the residency requirement to the list within the Code will aid in the orderly transition of committee appointments, after a member establishes a primary residence outside of the City,

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

Section 1: Amendment. Section 3-3-020 of the Farmington City Municipal Code is hereby amended as provided in Exhibit A.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 18TH DAY OF JULY, 2023.

ATTEST:

FARMINGTON CITY

DeAnn Carlile, City Recorder

Brett Anderson, Mayor

EXHIBIT "A"

3-3-020: GENERAL RULES FOR BOARDS AND COMMITTEES:

Unless otherwise provided by law or these ordinances, such as title 11 of this code regarding the planning commission and board of adjustment, the following rules shall apply to city agencies, boards, bureaus, committees or commissions, which are hereinafter collectively referred to as "committees":

A. **Advisory:** Committees shall be advisory boards only unless otherwise specifically authorized by ordinance or resolution.

B. **Number Of Members:** Committees shall consist of a number of members as the city council shall provide by ordinance or resolution.

C. **Removal Of Members:** Committee members may be removed from office with or without cause by a majority vote of the city council.

D. **Residency of Members:** Committee members may not be appointed unless they maintain a primary residence within Farmington City at the time of the appointment. If a committee member establishes a primary residence outside of the City during their term, then they will be deemed to have resigned their position thirty days after establishing that residence. The residency requirement does not apply to an appointed administrative hearing officer.

DE. **Vacancies:** A vacancy occurring on any committee for any reason shall be promptly filled by a replacement appointed in the same manner as the original appointment for the remainder of the unexpired term.

EF. **No Compensation:** Committee members shall receive no compensation for their services, but may be reimbursed for reasonable expenses incurred in the performance of their duties, and except as otherwise provided, shall be deemed volunteers for purposes of governmental immunity.

FG. **Funding:** Committees may receive funds by an annual appropriation in the city budget, by government, corporate or private grants or donations, and from proceeds of approved committee functions, which funds shall be held and managed as directed by the city council.

GH. **Council Liaison Member:** The mayor, with the advice and consent of the city council, may appoint a city council member to any committee to serve as liaison between the city council and the committee. The selection of council member shall be approved by the city council by resolution. The council member shall serve in an advisory capacity only and shall have no voting or other authority. The council member shall serve as a liaison for a term of two (2) years.

HI. **Chairperson:** The chairperson of each committee, or his or her designee, shall give a report to the city council regarding the committee's activities and proposals. Such reports shall be provided at least annually and more frequently as requested or directed by the city council.

CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2023

BUSINESS: Lower Farmington Creek Trail – Grant, Funding, and Manpower Allocation

GENERAL INFORMATION:

See staff report prepared Brigham Mellor, City Manager

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Brigham Mellor
Date: 07.18.2023
Subject: **Lower Farmington Creek Trail – Grant, Funding, and Manpower Allocation**

RECOMMENDATION:

1. If we are proceeding with this project, when does the council want to do it?
and
2. Where does the council want us to “draw the line” concerning projects in unincorporated Davis County and the USFS? (We understand if this question doesn’t have a definitive answer and the “line is flexible” as it is different for every City Council in every city adjacent to such spaces).

BACKGROUND

As the FY 2024 budget was nearing completion, the Utah State Office of Outdoor Recreation notified us that we had been awarded \$96,825 in a trail grant (the UORG) for an estimated \$200,000 total project construction. We had initially been told in April that we did not get the grant, and then on May 31st, in an abrupt shift, we were told we had indeed been awarded the grant.

The UORG is distributed as a reimbursement, so the total project must be completed before receiving funding. The project reimbursement must be submitted by Sept 30, 2025. There is a possibility that finding contractors for this work may be challenging because the construction demand is significant. Thus, booking the contractor could be out for months to a year (also contingent on the weather). Winters like 22/23 increase the demand for trail builders as their time to complete the work is shortened. Should it be possible to hire a contractor in FY 2024, we would need to amend the budget to include the \$200,000 in expenses and hopefully (depending on completion) a revenue source of \$97K to account for the grant reimbursement coming back to the city (a net impact of \$103,175 to the FY24 budget expenditures).

Respectfully Submitted,



Brigham Mellor
City Manager

TRAIL CONSTRUCTION BID SET FOR FARMINGTON CREEK TRAIL REROUTE

PREPARED FOR CITY OF FARMINGTON, UTAH

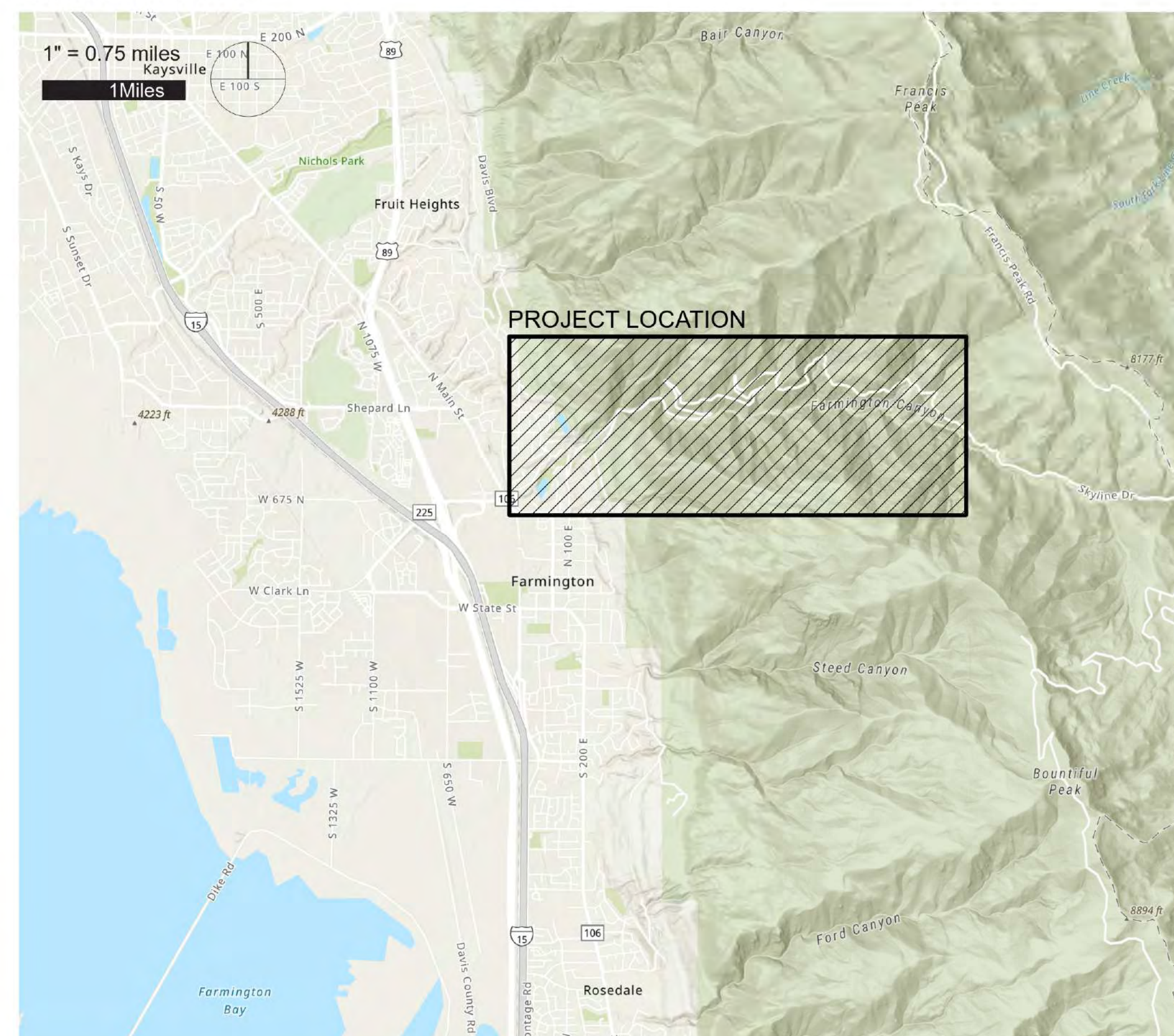
DATE: 2/8/2023



VICINITY MAP



LOCATION MAP



SHEET INDEX

SHEET #	SHEET TITLE
L0-1	COVER SHEET
L0-2	PROJECT OVERVIEW & GENERAL NOTES
L0-3	KEY PLAN
L1-1	ENLARGEMENT PLAN 1
L1-2	ENLARGEMENT PLAN 2
L1-3	ENLARGEMENT PLAN 3
L1-4	ENLARGEMENT PLAN 4
L1-5	ENLARGEMENT PLAN 5
L1-6	ENLARGEMENT PLAN 6
L2-1	CONSTRUCTION DETAILS
L2-2	CONSTRUCTION DETAILS

LEGEND

- ▬ Matchlines
- Callout/Control Point
-  Future Directional Signage Location
- ▬ Existing Trail to Remain
- ✖ Existing Trail to be Closed
- Potential Trail Reroute (by Others)
- Proposed Trail Alignments**
-  Proposed Trail Alignment
-  Alternate Trail Alignment 1
-  Alternate Trail Alignment 1.1
-  Alternate Trail Alignment 2
-  Preferred Lower Farmington Creek Trail Alignment
- ▬ Streams
-  NEPA Consideration Area
- ▬ Roads
- ▬ Contours (2 ft)
- ▬ Davis County Parcels

NOTES

- 1 Existing social trails for creek access to remain.
- 2 Trail follows defunct aqueduct for 30 - 50 feet.
- 3 Additional rock steps needed (35 ft). See Details 1/L2-2 and 2/L2-2.
- 4 Additional rock work needed.
- 5 Improvement to bench cut needed (30 ft).
- 6 Armored crossing plus bench cut needed (15 ft).
- 7 Retention plus armoring needed (15 ft).
- 8 Rock bench cut needed (30 ft).
- 9 Alternative drainage crossing: 30 ft bridge.
- 10 Bridge with railings needed to span gap in rocks. Approximately 10 feet. Additional railing leading up to ends of bridge is required.
- 11 Bench cut with rock work needed (100 ft).
- 12 Rock work needed & retaining walls around drainage (300 ft).
- 13 Bench cut needed at scree crossing (150 ft).
- 14 Bench cut needed at scree crossing (60 ft).
- 15 Bench cut needed at scree crossing (80 ft).
- 16 Retaining at scree crossing needed (30 ft).
- 17 Micro drainage needs armoring or pipe (10 ft).
- 18 Bench cut needed at scree crossing (50 ft).
- 19 Proposed stair set to waterfall. Consider bolting stairs to cliff face all the way down to creek.

TRAIL SCHEDULE

NAME	NOTES	LF
Segment 14	Proposed stair set.	98
Alternate 1 Segment B2	Construction of bridge across gully.	38
Alternate 1 Segment D	New trail construction.	1,360
Segment 8	New trail construction.	807
Segment 4	New trail construction.	479
Segment 2	New trail construction.	674
Segment 9	Existing trail to be improved.	306
Alternate 1 Segment B1	Existing trail alignment to remain with significant machinery improvement.	115
Alternate 1 Segment C	Existing trail alignment to remain with significant machinery improvement.	54
Alternate 1 Segment A	Existing trail alignment to remain with significant machinery improvement.	830
Segment 1	Existing trail alignment to remain. Trail tread to be re-established/reconstructed to meet USFS Class 3 specifications.	604
Segment 3	Existing trail alignment to remain. Trail tread to be re-established/reconstructed to meet USFS Class 3 specifications.	46
Segment 5	Existing trail alignment to remain. Trail tread to be re-established/reconstructed to meet USFS Class 3 specifications.	169
Segment 11	Existing trail to be improved.	221
Segment 12	New trail construction.	1,795
Segment 6	New trail construction.	747
Alternate 2 Segment A	New trail construction. Significant rock work required to create trail through cliffs.	3,419
Segment 13	New trail construction.	3,011
Segment 10	New trail construction.	573
Segment 7	New trail construction. Alignment to be shared with future Bonneville Shoreline Trail reroute.	670

PROJECT OVERVIEW

This trail construction project consists of improvements to the existing Farmington Creek Trail, as well as reroutes to sections of the existing trail which are unsustainable. In this scope, there are two planning areas: (A) Lower Farmington Creek, and (B) Upper Farmington Creek. Within Lower Farmington Creek, two potential alignments have been identified. Both alignments have been approved by the City of Farmington, but choosing which alignment for construction within Lower Farmington will be at the discretion of the trail builder.

PROJECT LOCATION A: LOWER FARMINGTON CREEK
The existing Farmington Creek trail begins at the north end of Farmington Pond Parking Area. The street address is Farmington Pond Rd, Farmington, UT 84025, and the Google Plus code is X4W7+5Q Farmington, Utah. The scope of this trail section begins just north of the bridge crossing Farmington Creek, and ends at the Farmington Canyon Trailhead, approximately 1.25 miles up canyon, where it meets the end of the paved road.

The existing trail is rustic, narrow, and often exceeds 25% grades for extended periods. Several trail reroutes are detailed on the following sheets to ease or eliminate unsustainable grades. There are also many sections of the existing trails that require significant rock work to improve the trail tread and user experience. Rock work will include retaining walls, steps, armoring, and other improvements. Although the following sheets notate specific areas of required rockwork, it will be the responsibility of the trail builder to field-verify conditions in order to properly understand the scope of the build and estimate construction costs.

ALIGNMENT ALTERNATE 1: CREEK ROUTE
The Creek Route is shown on the following pages as a BLUE alignment. It is detailed on sheets L1-2 and L1-3. This route generally follows the existing rustic trail, but then switches up on a new alignment to reach the upper section of the canyon. The trail section below and west of the switchbacks is the area that will require the most rockwork. This will include retaining walls, stone steps and armoring as described in the sheets. An alternate bridge location is also identified at #9 on sheet L1-3.

ALIGNMENT ALTERNATE 2: CLIFF ROUTE
A second alternative route has been identified, and is shown as a GREEN alignment. It is detailed on sheets L1-2 and L1-3. This route allows for a gentler climb up the canyon, and is rewarded with excellent views of the Valley below. The Cliff Route will also require extensive rockwork and retaining walls as it crosses through the cliffs from one natural bench to another. Note that a short section of the Cliff Route trail extends outside of the NEPA study area. The USFS is aware of this, and have stated this should not be an issue for construction.

Note that construction of both Green and Blue alignments are not required under this scope. It will be at the discretion of the trail builder to choose one or the other route for estimating and construction.

PROJECT LOCATION B: UPPER FARMINGTON CREEK
The existing upper creek trail is accessed from Skyline Drive / Farmington Canyon Road. It is approximately 5 miles east up canyon from Farmington Pond Parking Area. The coordinates for closest vehicle access are 41.003475, -111.839884. This location is the top of decommissioned Sunset Campground. This Upper Farmington Creek trail scope begins at the lower, west side of Sunset Campground. The existing trail descends steeply down until reaching Farmington Falls, which is the end of this scope. The final section of Upper Farmington may include a stair solution for easier access to the falls below the trail.

CLOSING AND DISGUIISING ABANDONED TRAILS
All sections of the existing trail that have been identified for closure will need to be blocked and/or disguised by the trail builder to discourage use. Brush, rocks, branches and other natural material should be placed on the abandoned trail for a distance so the linear characteristic of the trail cannot be readily identifiable. Rake or sprinkle duff and leaves to encourage revegetation. Some type of physical barrier and reduction in the visibility of the old trail tread and trail corridor are both necessary to effectively close a trail.

USFS DECISION MEMO

The following language is copied directly from USFS Decision Memo 60779:

CLASS 3 HIKING TRAIL
These trails have been designated by the USFS as Class 3 trails. See USFS Design Parameters for Class 3 Wilderness Trails.*

RECREATION

- Tread must be sustainable and must shed water at least every 70 feet, preferably every 50 feet. Whenever the trail grade is more than one-half of the side slope, tread will be reinforced by checks or rock steps.
- Tread to be 18 to 36 inches, full bench construction. This will likely require construction of retaining walls, following standard drawings.
- Protrusions may be common but are less than 3 inches.
- Maximum obstacle height is 10 inches.
- Target grade is 3 to 12 percent, with a short pitch maximum of 25 percent grade.
- Grades above 12 percent will total no more than 20 percent of the trail length.
- Cross slope will be 5 to 10 percent, or occasionally reaching 15 percent.
- Clearing height will be 7 feet, clearing width will be 36 to 60 inches, shoulder clearance will be 12 to 18 inches
- Switchbacks will have turn radius of 3 to 6 feet.

ENGINEERING

- Forest Service Engineer approval will be required for any substantial structures, including retaining walls greater than 3 feet in height, and any bridges.
- With these structures, submit detailed design drawings that include site plan, plan/profile sheets, drainage details, and/or other structural details. Must meet building codes, include structural calculations, and be stamped by professional engineer or architect.
- Plans should also address accessibility requirements
- Plans should indicate starting date for construction of all engineered elements that will be built.

HYDROLOGY

- If final alignment is located within the Riparian Habitat Conservation Area (RHCA), Riparian Management Objectives will be developed.

BOTANY

- Milkweed plants should be preserved for Monarch Butterfly habitat
- To prevent the spread of noxious and invasive weeds due to this project, all existing noxious and invasive plant infestations within or adjacent to project area should be treated prior to project implementation.
- Equipment, materials, or crews must not be staged in existing invasive plant infestations.
- All equipment should be cleaned and free of vegetation, soil, and debris prior to beginning work on Forest Service land
- As needed, re-vegetation should be initiated at the first appropriate growing season (early spring or fall) after completion of construction.
- Seed mix must be certified weed free and approved by the Forest Service Botanist, who will retain certification paperwork in the project file.
- For at least three years after project completion, areas impacted by ground disturbing operations should be monitored and treated for invading noxious weeds.

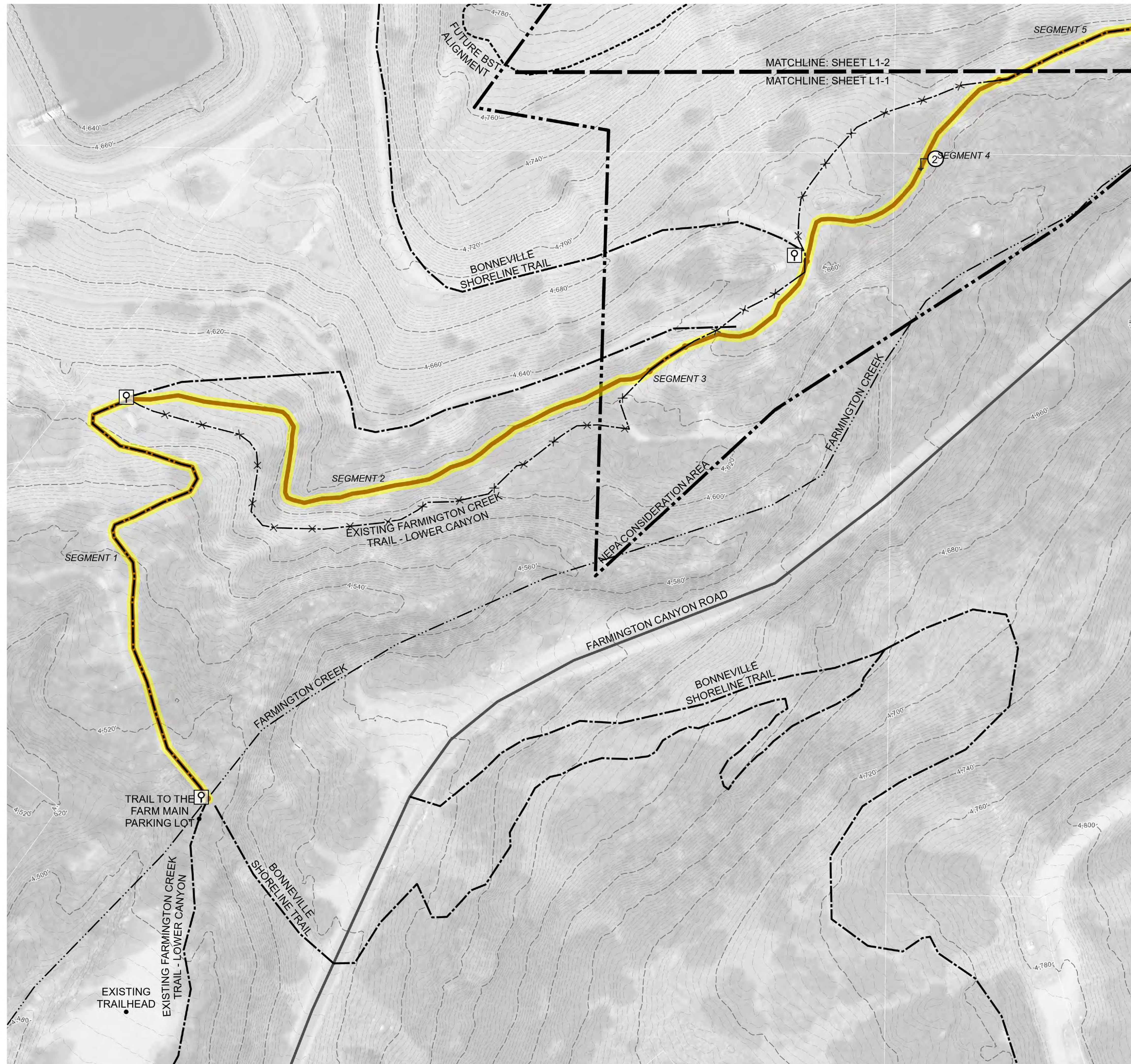
FUELS

- Vegetation should not be piled as to create a jackpot of fuel. Vegetation should be removed or chipped when feasible to do so.

*Note the City and local USFS agency are allowing this trail tread to be up to 48" wide to accommodate trail-building machinery. Care should be taken to not exceed this width during trail construction. Also note that sections of the proposed trail alignments are designed to be gentler than some of the allowable grades in the USFS spec for Class 3 Hiking Trails. The trail builder should use the specs shown in this plan.

SHEET TITLE	<h1>Project Overview & General Notes</h1>		
PROJECT	Farmington Creek Trail Reroute		
CLIENT	City of Farmington		
LOCATION	Farmington, Utah		
DRAWN BY	CHECKED BY		
LK	JH		
VERSION	DATE		
02	2/8/23		
SHEET	L0-2		





LEGEND

- Matchlines
- Callout/Control Point
- ⊕ Future Directional Signage Location
- Existing Trail to Remain
- ✱ Existing Trail to be Closed
- - - Potential Trail Reroute (by Others)
- Proposed Trail Alignments**
- Proposed Trail Alignment
- Alternate Trail Alignment 1
- Alternate Trail Alignment 1.1
- Alternate Trail Alignment 2
- Preferred Lower Farmington Creek Trail Alignment
- Streams
- NEPA Consideration Area
- Roads
- Contours (2 ft)
- Davis County Parcels

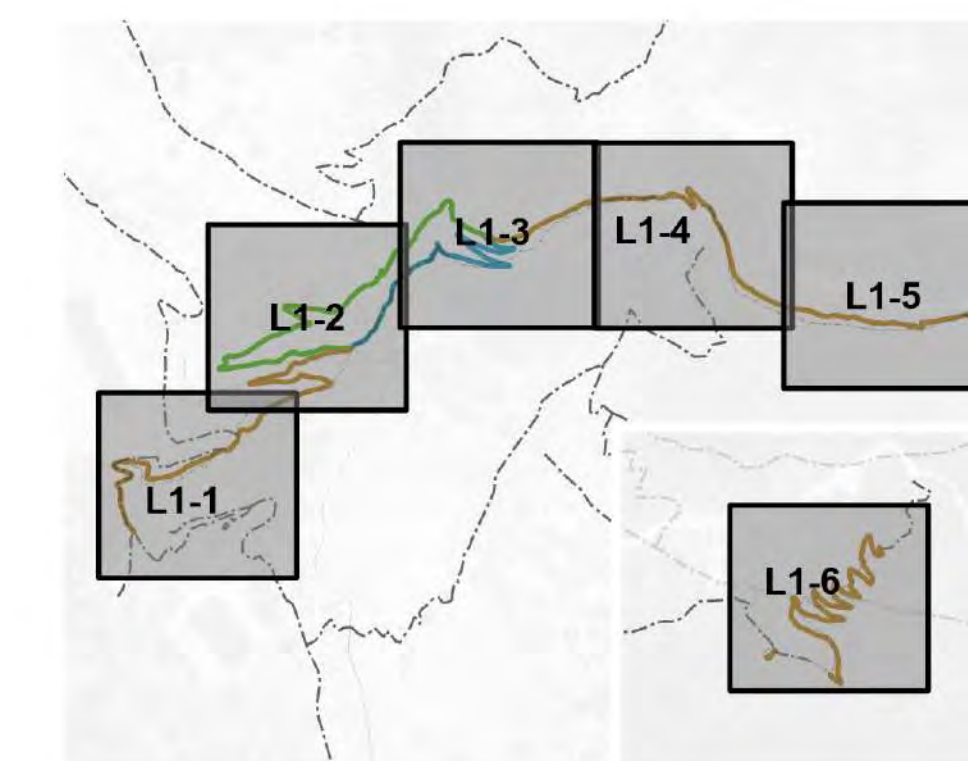
NOTES

- 2 Trail follows defunct aqueduct for 30 - 50 feet.

TRAIL SCHEDULE

NAME	NOTES	LF
Segment 4	New trail construction.	479
Segment 2	New trail construction.	674
Segment 1	Existing trail alignment to remain. Trail tread to be re-established/reconstructed to meet USFS Class 3 specifications.	604
Segment 3	Existing trail alignment to remain. Trail tread to be re-established/reconstructed to meet USFS Class 3 specifications.	46
Segment 5	Existing trail alignment to remain. Trail tread to be re-established/reconstructed to meet USFS Class 3 specifications.	169

KEY PLAN



SHEET TITLE

Enlargement Plan 1

PROJECT Farmington Creek Trail Reroute

CLIENT City of Farmington

LOCATION Farmington, Utah



DRAWN BY LK

CHECKED BY JH

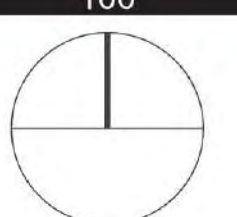
VERSION 02

DATE 2/8/23

SCALE

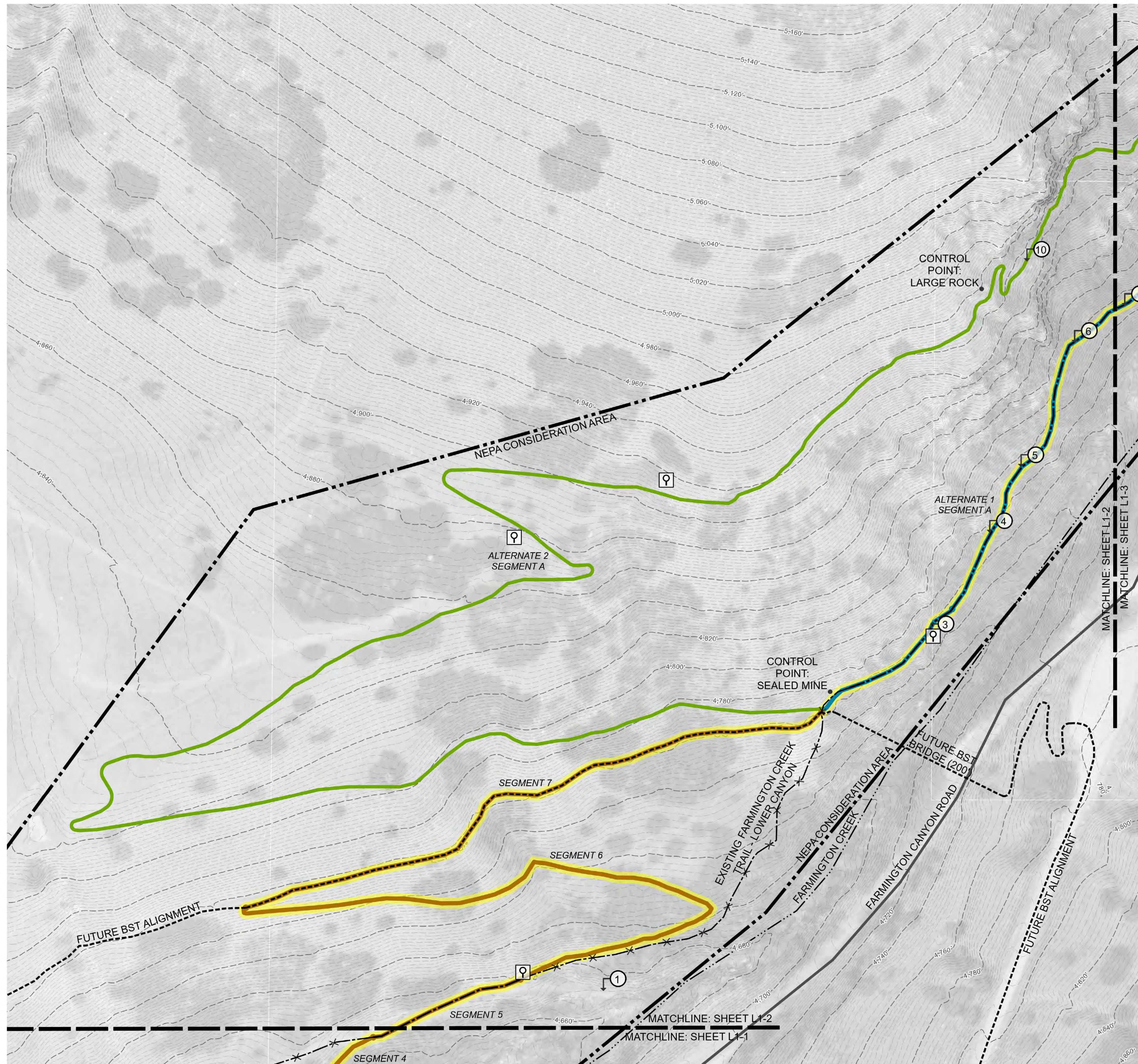
1" = 50'-0"

100'



SHEET

L1-1



LEGEND

- Matchlines
- Callout/Control Point
- ♀ Future Directional Signage Location
- - - Existing Trail to Remain
- ✖ Existing Trail to be Closed
- - - Potential Trail Reroute (by Others)
- Proposed Trail Alignments**
- Proposed Trail Alignment
- Alternate Trail Alignment 1
- Alternate Trail Alignment 1.1
- Alternate Trail Alignment 2
- Preferred Lower Farmington Creek Trail Alignment
- - - Streams
- NEPA Consideration Area
- Roads
- Contours (2 ft)
- Davis County Parcels

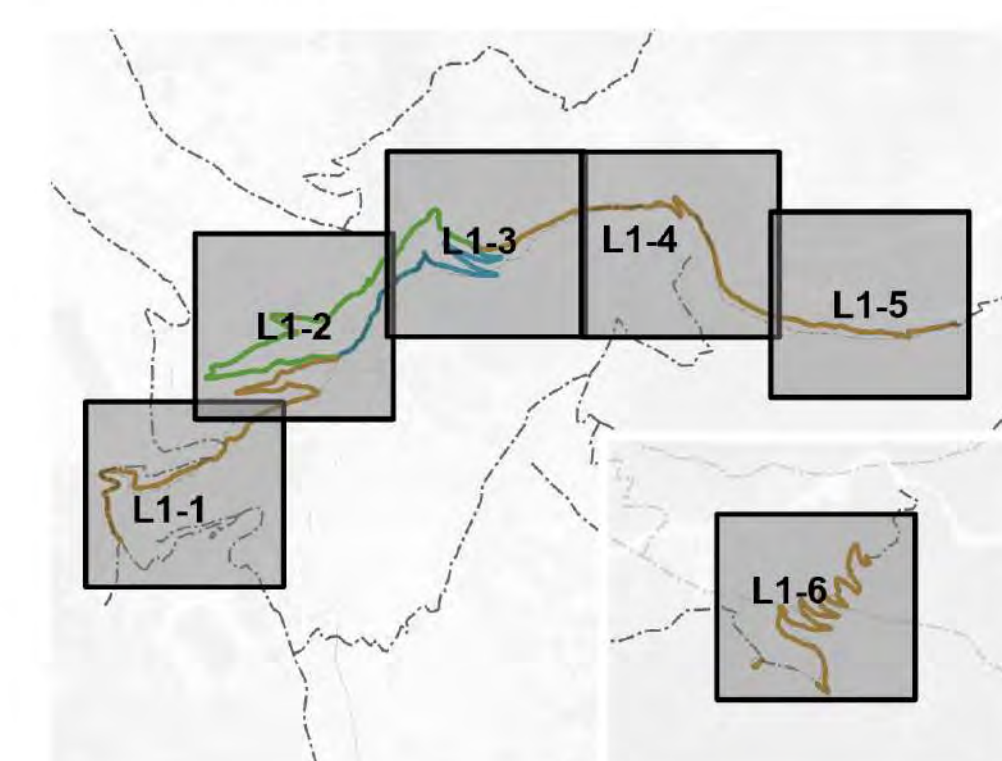
NOTES

- 1 Existing social trails for creek access to remain.
- 3 Additional rock steps needed (35 ft). See Details 1/L2-2 and 2/L2-2.
- 4 Additional rock work needed.
- 5 Improvement to bench cut needed (30 ft).
- 6 Armored crossing plus bench cut needed (15 ft).
- 7 Retention plus armoring needed (15 ft).
- 10 Bridge with railings needed to span gap in rocks. Approximately 10 feet. Additional railing leading up to ends of bridge is required.

TRAIL SCHEDULE

NAME	NOTES	LF
Segment 4	New trail construction.	479
Alternate 1 Segment A	Existing trail alignment to remain with significant machinery improvement.	830
Segment 5	Existing trail alignment to remain. Trail tread to be re-established/reconstructed to meet USFS Class 3 specifications.	169
Segment 6	New trail construction.	747
Alternate 2 Segment A	New trail construction. Significant rock work required to create trail through cliffs.	3,419
Segment 7	New trail construction. Alignment to be shared with future Bonneville Shoreline Trail reroute.	670

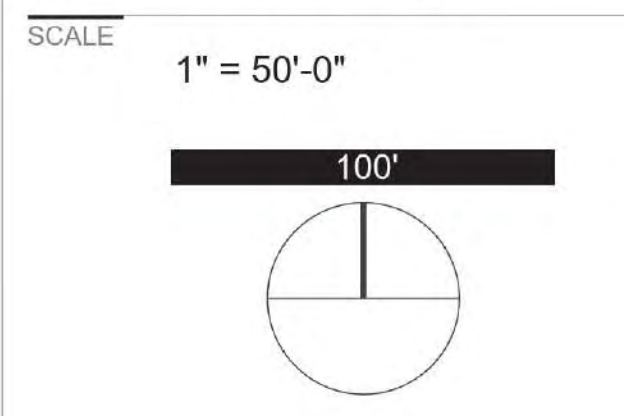
KEY PLAN



SHEET TITLE
Enlargement Plan 2
 PROJECT Farmington Creek Trail Reroute
 CLIENT City of Farmington
 LOCATION Farmington, Utah



DRAWN BY LK CHECKED BY JH
 VERSION 02 DATE 2/8/23



SHEET
L1-2



LEGEND

- Matchlines
- Callout/Control Point
- Ⓜ Future Directional Signage Location
- Existing Trail to Remain
- ✕ Existing Trail to be Closed
- - - Potential Trail Reroute (by Others)
- Proposed Trail Alignments**
- Proposed Trail Alignment
- Alternate Trail Alignment 1
- Alternate Trail Alignment 1.1
- Alternate Trail Alignment 2
- Preferred Lower Farmington Creek Trail Alignment
- - - Streams
- Ⓜ NEPA Consideration Area
- Roads
- Contours (2 ft)
- Davis County Parcels

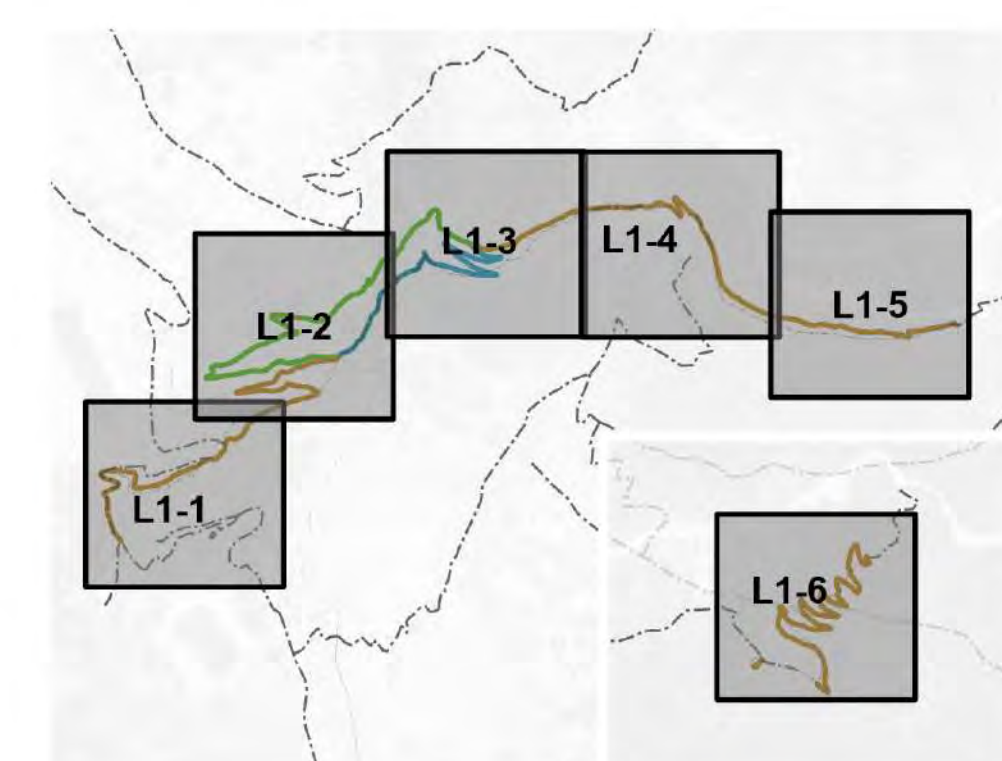
NOTES

- 7 Retention plus armoring needed (15 ft).
- 8 Rock bench cut needed (30 ft).
- 9 Alternative drainage crossing: 30 ft bridge.
- 11 Bench cut with rock work needed (100 ft).
- 12 Rock work needed & retaining walls around drainage (300 ft).
- 13 Bench cut needed at scree crossing (150 ft).

TRAIL SCHEDULE

NAME	NOTES	LF
Alternate 1 Segment B2	Construction of bridge across gully.	38
Alternate 1 Segment D	New trail construction.	1,360
Segment 8	New trail construction.	807
Alternate 1 Segment B1	Existing trail alignment to remain with significant machinery improvement.	115
Alternate 1 Segment C	Existing trail alignment to remain with significant machinery improvement.	54
Alternate 1 Segment A	Existing trail alignment to remain with significant machinery improvement.	830

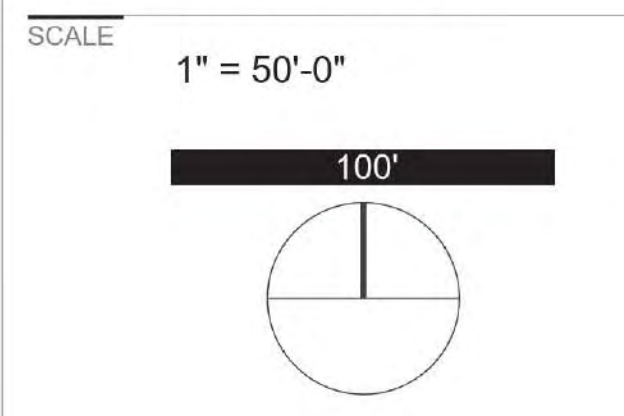
KEY PLAN



SHEET TITLE
Enlargement Plan 3
 PROJECT Farmington Creek Trail Reroute
 CLIENT City of Farmington
 LOCATION Farmington, Utah



DRAWN BY LK CHECKED BY JH
 VERSION 02 DATE 2/8/23



SHEET
L1-3



LEGEND

- Matchlines
- Callout/Control Point
- ♀ Future Directional Signage Location
- Existing Trail to Remain
- ✕ Existing Trail to be Closed
- - - Potential Trail Reroute (by Others)
- Proposed Trail Alignments**
- Proposed Trail Alignment
- Alternate Trail Alignment 1
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- Alternate Trail Alignment 2
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- Streams
- NEPA Consideration Area
- Roads
- Contours (2 ft)
- Davis County Parcels

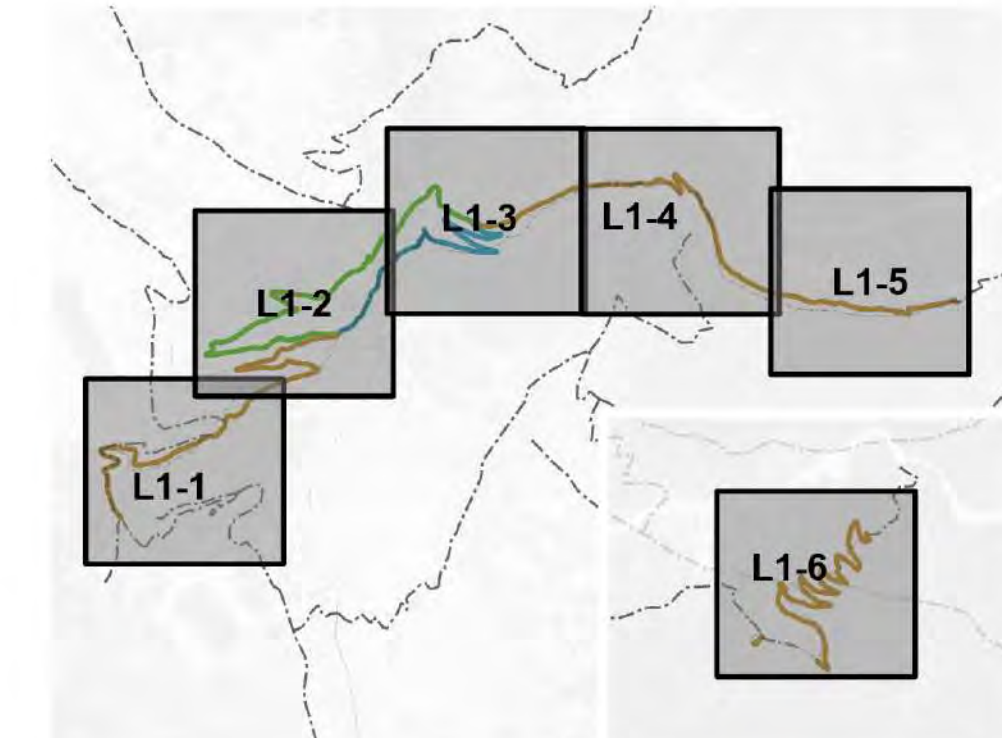
NOTES

- 14 Bench cut needed at scree crossing (60 ft).
- 15 Bench cut needed at scree crossing (80 ft).
- 16 Retaining at scree crossing needed (30 ft).
- 17 Micro drainage needs armoring or pipe (10 ft).
- 18 Bench cut needed at scree crossing (50 ft).

TRAIL SCHEDULE

NAME	NOTES	LF
Segment 8	New trail construction.	807
Segment 9	Existing trail to be improved.	306
Segment 11	Existing trail to be improved.	221
Segment 12	New trail construction.	1,795
Segment 10	New trail construction.	573

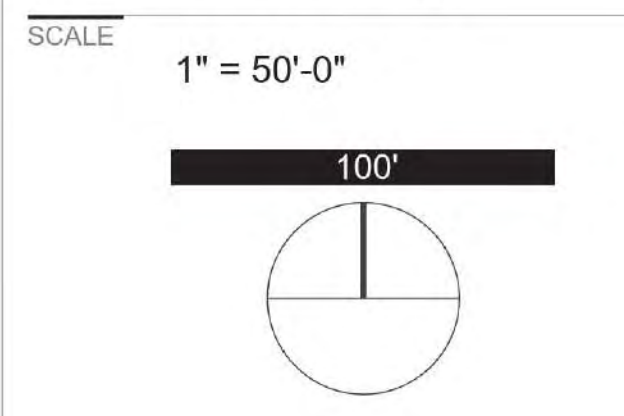
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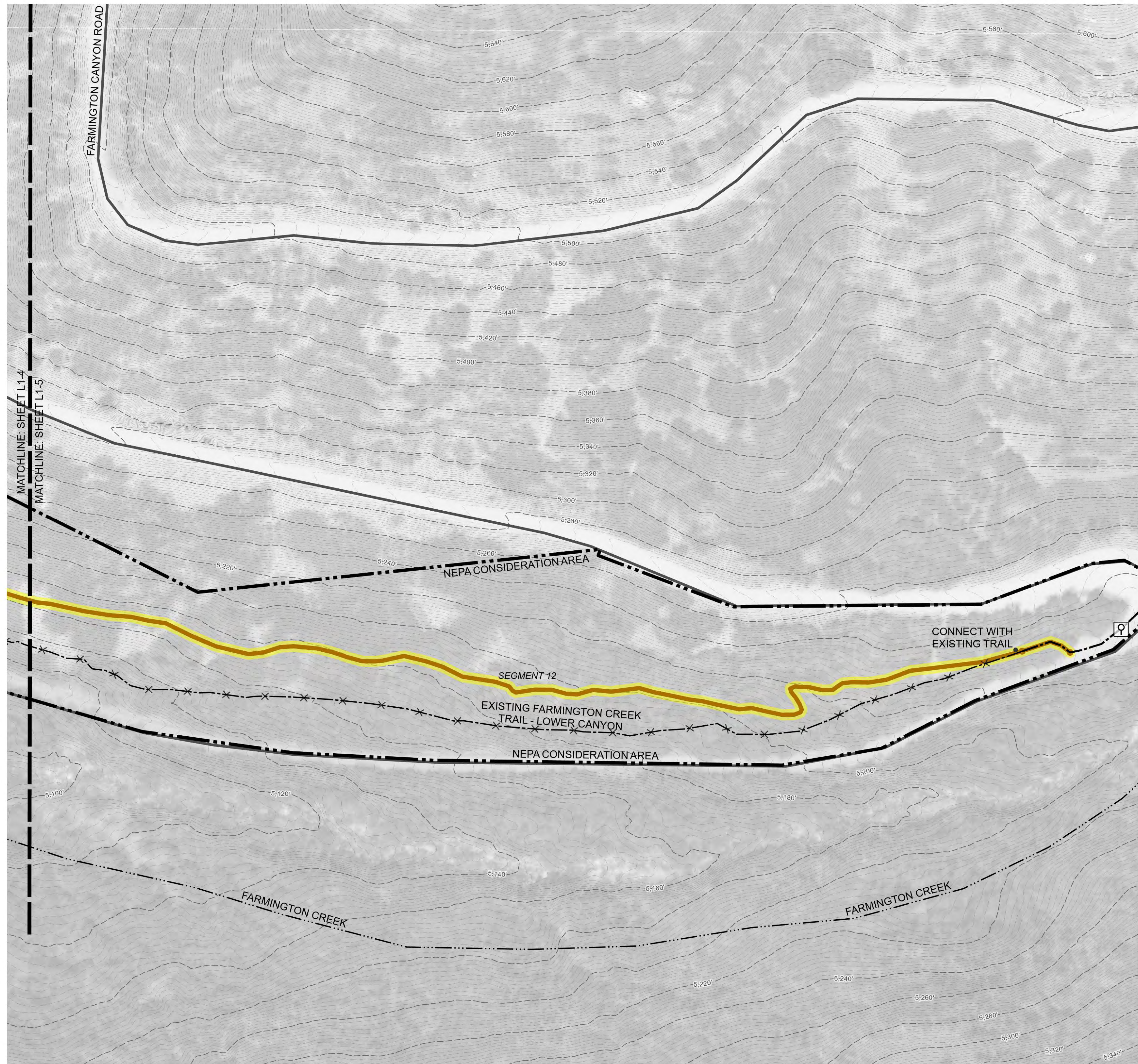
SHEET TITLE
Enlargement Plan 4
 PROJECT **Farmington Creek Trail Reroute**
 CLIENT **City of Farmington**
 LOCATION **Farmington, Utah**



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 VERSION 02 DATE 2/8/23



SHEET
L1-4



LEGEND

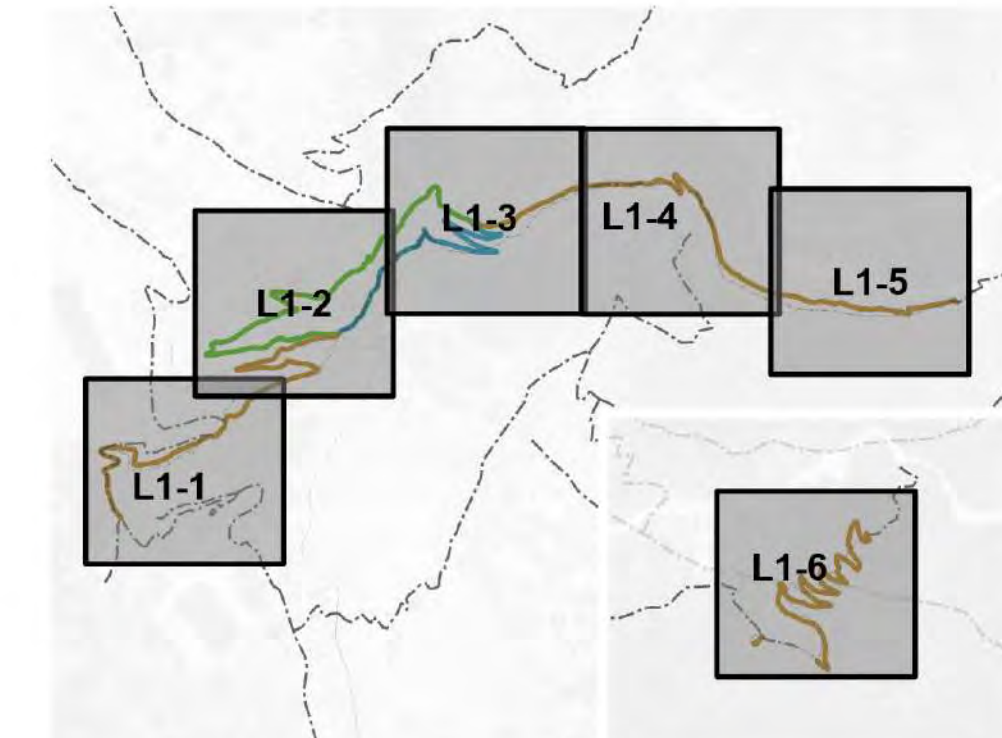
- Matchlines
- Callout/Control Point
- ♀ Future Directional Signage Location
- Existing Trail to Remain
- ✕ Existing Trail to be Closed
- - - Potential Trail Reroute (by Others)
- Proposed Trail Alignments**
- Proposed Trail Alignment
- Alternate Trail Alignment 1
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- Preferred Lower Farmington Creek Trail Alignment
- Streams
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- Roads
- Contours (2 ft)
- Davis County Parcels

NOTES

TRAIL SCHEDULE

NAME	NOTES	LF
Segment 12	New trail construction.	1,795

KEY PLAN



SHEET TITLE
Enlargement Plan 5
 PROJECT **Farmington Creek Trail Reroute**
 CLIENT **City of Farmington**
 LOCATION **Farmington, Utah**

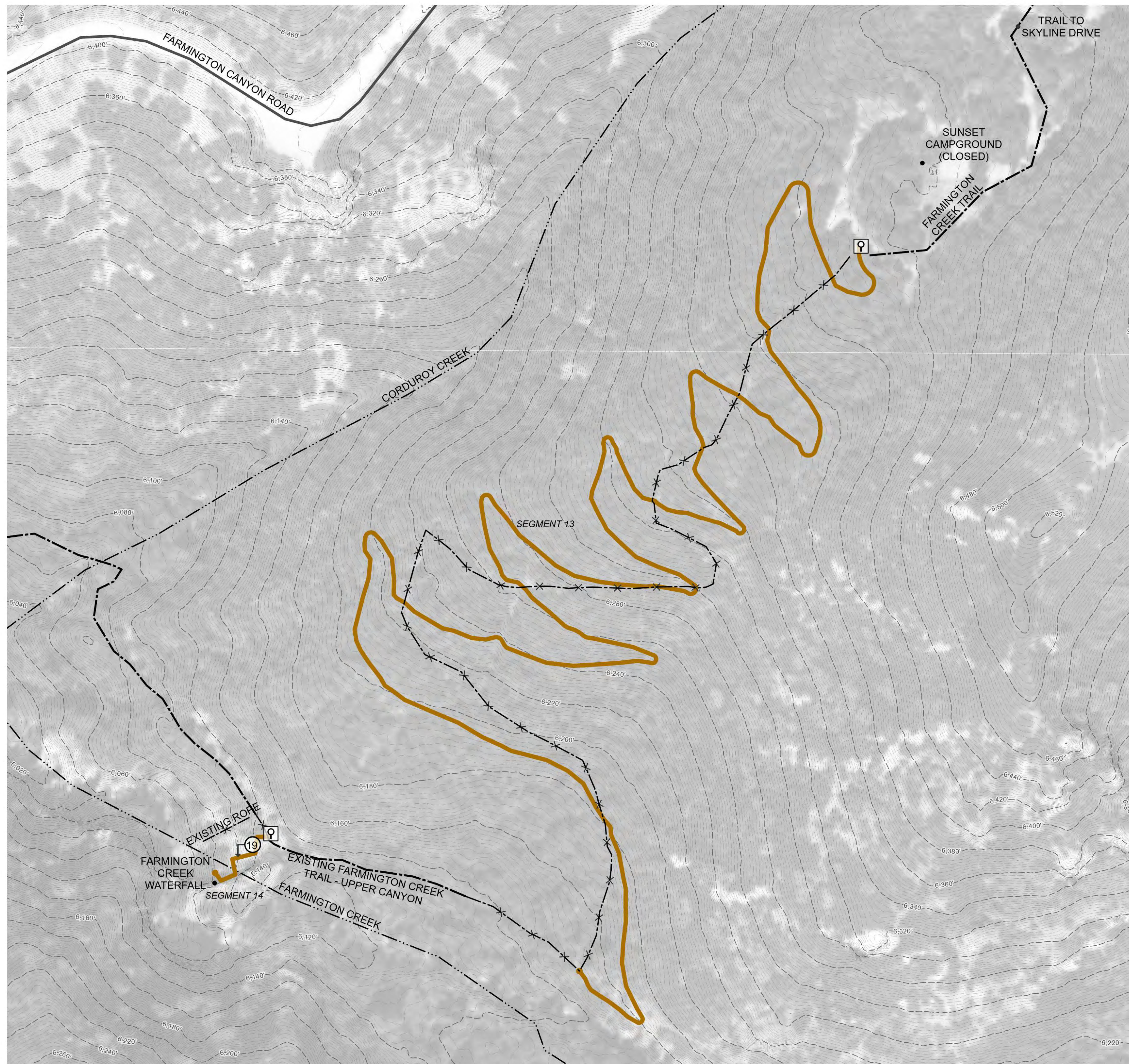


DRAWN BY **LK** CHECKED BY **JH**
 VERSION **02** DATE **2/8/23**

SCALE **1" = 50'-0"**

 100'
 NORTH

SHEET
L1-5



LEGEND

- Matchlines
- Callout/Control Point
- Q Future Directional Signage Location
- Existing Trail to Remain
- ✕ Existing Trail to be Closed
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- Proposed Trail Alignment
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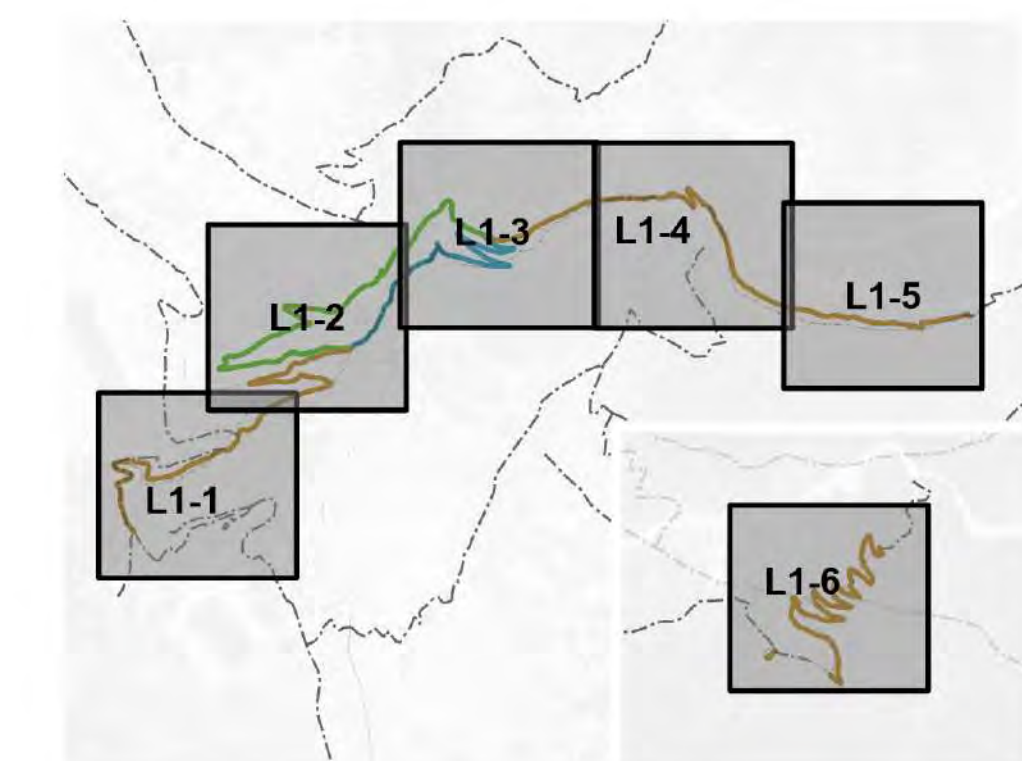
NOTES

- 19 Proposed stair set to waterfall. Consider bolting stairs to cliff face all the way down to creek.

TRAIL SCHEDULE

NAME	NOTES	LF
Segment 14	Proposed stair set.	98
Segment 13	New trail construction.	3,011

KEY PLAN



SHEET TITLE

Enlargement Plan 6

PROJECT Farmington Creek Trail Reroute

CLIENT City of Farmington

LOCATION Farmington, Utah



DRAWN BY LK

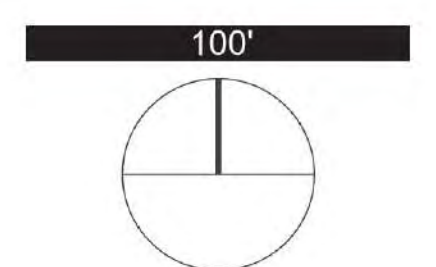
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VERSION 02

DATE 2/8/23

SCALE

1" = 50'-0"



SHEET

L1-6



STATE OF UTAH CONTRACT
Division of Outdoor Recreation
Utah Outdoor Recreation Grant (UORG)

1. **CONTRACTING PARTIES:** This contract is between the State of Utah, Division of Outdoor Recreation, referred to as the State,¹

Department of Natural Resources
Division of Outdoor Recreation
1594 West North Temple #100
Salt Lake City, UT 84116

Contact Person: Patrick Morrison
Phone: 385-268-2504
Email: patrickmorrison@utah.gov

and the following Grantee:

Farmington City
PO Box 160
Farmington, UT 84025

Federal Tax ID:

Contact Person: Brigham Mellor
Phone No.: 801-939-9295
Email: bmellor@farmington.utah.gov

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to award funding for the Farmington Creek Trail Reroute project. This contract provides terms and conditions under which the Grantee may obtain and maintain eligibility for Utah Outdoor Recreation Grant (UORG) funding.
3. **AUTHORITY:** This contract is entered pursuant to the State's authority to administer funds under Utah Code § 63N-9-2 and Utah Administrative Code R357-16.
4. **CONTRACT PERIOD:**
This contract is executed as of the date of the last signature and is effective through **September 30, 2025**, unless terminated early or extended in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The State awards and the Grantee accepts a potential grant award of up to \$96,825.00.

Fund: 2306
Unit: 8272

Appropriation: 2306
Commodity Code: 99999

6. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

- Attachment A – Standard Terms and Conditions for Grants
- Attachment B – Utah Outdoor Recreation Grant (UORG) Terms and Conditions
- Attachment C – Scope of Work
- Attachment D – Proposal & Budget

7. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:

All governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to Utah Code § 63N-9-2 and Utah Administrative Rule R357-16. and the 2023 funding application, APP-002577, documents submitted into Salesforce for this project.


8. CONTRACT EXECUTION:

Each person signing this contract represents and warrants that he/she is duly authorized and has the legal capacity to execute and deliver this contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the contract and the performance of each party's obligations hereunder have been duly authorized and that the contract is a valid and legal contract binding on the parties and enforceable in accordance with its terms. This contract is not fully executed until all parties, including but not limited to the Utah Division of Finance, have signed this contract.

BY SIGNING THIS CONTRACT, THE GRANTEE HEREBY ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

Signature: 
Name: Brigham Mellor
Title: City Manager
Date: 05/31/2023

STATE OF UTAH - DIVISION OF OUTDOOR RECREATION

Signature: 
Name: Tara McKee
Title: Associate Dir., Grants & Planning
Date: 05/31/2023

REVIEWED AND PROCESSED

DIVISION OF FINANCE
RECEIVED AND PROCESSED
Date: BY DIVISION OF FINANCE

State of Utah Division of Finance
Utah Contract Number:

Attachment A: Standard Terms and Conditions for Grants

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 1. “**Contract**” means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
 2. “**Grant Money**” means money derived from State fees or tax revenues that are owned, held or administered by the State.
 3. “**Grantee**” means the individual or entity which is the recipient of Grant Money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
 4. “**Non-Public Information**” means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-Public Information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
 5. “**State**” means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
 6. “**SubGrantees**” means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee’s agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including Grantee’s manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. The venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The grantee shall maintain or supervise the maintenance of all records, receipts, and any other documentation necessary to properly account for payments made by the State to the Grantee under this Contract. This includes documentation related to the Grantee’s performance of the Contract terms, the scope of work, project-specific requirements, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, the State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee’s use of the Grant Money is appropriate and has been properly reported.
5. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah unless full and complete disclosure has been made to the State.
6. **INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the state of Utah agency effectuating this Contract.
7. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and SubGrantees, and shall fully indemnify, defend, and save harmless the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee’s performance of this Contract caused by any intentional act or negligence of Grantee, its agents, employees, officers, partners, or SubGrantees, without limitation; provided, however, that Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State. The parties agree that if there are any limitations of Grantee’s liability, including a limitation of liability clause for anyone for whom Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or damages to property.
8. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah’s Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit

discrimination of any kind by any of Grantee's employees.

9. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
10. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or contract may give rise to for-cause termination.
11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract, or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **INSURANCE:** Grantee shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than three million dollars (\$3,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate. Grantee shall provide proof of the general liability insurance policy and other required insurance policies to the State within thirty (30) days of contract award. Grantee must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance, as required, will be deemed a material breach of this Contract. Grantee's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.
13. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain, during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.
14. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
1. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
15. **PAYMENT:** The acceptance by the Grantee of the final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. The State may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.
16. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the Grant Money set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, sub-contract, or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
18. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom Grantee is liable. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
19. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.

20. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
21. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
22. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
23. **ATTORNEYS' FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.
24. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract signature page(s); (iii) the State's additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limit the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
25. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
26. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
27. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 21 March 2019)

Attachment B: Utah Outdoor Recreation Grant (UORG) Program Terms and Conditions

1. PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:

- a. The scope of work for this grant contract is outlined in Attachment C. The Grantee hereby agrees to complete that scope of work and shall use the grant funding provided to achieve the goals and benchmarks set forth therein.
- b. Successful completion of the scope of work will be determined by the State, based on documentation of the completion of goals and benchmarks outlined in Attachment C.
- c. The Grantee shall comply with all applicable Federal and State statutes and regulations and will be responsible for obtaining and maintaining any necessary permits and approvals prior to commencement of the project.
- d. All requirements listed in the application and program guide for eligibility and required attachments are incorporated here by reference though not attached hereto.
- e. The scope of work is hereby termed the Grantee's project, which shall commence within one-hundred eighty (180) calendar days from the contract effective date and be completed on or before the contract termination date.
- f. The Grantee agrees that the project area acquired, developed, or improved pursuant to this contract shall not be converted to other than public recreational use without written notice and approval from the Director of the Utah Office of Outdoor Recreation. Furthermore, if the infrastructure developed with the Utah Outdoor Recreation Grant program funds is converted to another use, the other use must be of comparable value and may not be converted until both parties agree in writing to the converted use. The converted use must be in the same general location and will be provided by the Grantee.
- g. The Grantee shall maintain or ensure appropriate maintenance as determined by the State of all facilities and property covered by this contract in a safe, usable, and attractive condition. The project area shall be kept reasonably open, accessible, and safe for public use. Structures, trails, and trail infrastructure should be kept maintained throughout their estimated lifetime to prevent undue deterioration and to encourage public use. The State makes no claims to ownership or management interests of facilities constructed pursuant to this contract on lands legally owned by the Grantee.
- h. The Grantee shall provide evidence that the infrastructure project has county, city, or tribal approval and endorsement. A contract must be signed with the party who will maintain the recreational infrastructure for at least the next ten (10) years. Evidence supplied in the Grantee's application may fulfill this requirement. The State reserves the right to request updated documentation and proof of continued support and maintenance contracts at any time. The Grantee shall give the State reasonable notice of any change in the contract or endorsement status. Loss of endorsement or maintenance contract may constitute an event of default and result in a recapture of the grant funds.
- i. If the project is on Federal lands, the Grantee must receive approval from the lead agency responsible for compliance with the National Environmental Policy Act (NEPA). Loss of approval from or any violation of Federal regulations shall constitute an event of default and result in the recapture of the grant funds. The Grantee shall give the State reasonable notice in the event that approval for the appropriate public entity has been rescinded or denied. Proof of approval shall be provided and updated as requested by the State.
- j. All property on which Utah Outdoor Recreation Grant infrastructure-funded projects are located must be owned by or under the control of the Grantee (e.g. local government or conservancy) or public agency that has partnered with the Grantee. If the project crosses private property, as in the case of a trail, a contract must be reached with the property owners to allow the general public right-of-way. This should be documented with a Grant of Easement and Right-of-Way. Proof of ownership and all relevant contracts shall be provided to the State before the completion of the project. Lack of proof shall constitute an event of default and may result in the recapture of the grant funds.
- k. The infrastructure project must have an endorsement from the local economic development office or designated local tourism office stating that the project will have the ability to attract growth and retention in the community/area and/or have the potential for increased visitation to the area. The project shall meet the qualifications of Utah Section 63N-3-109. This requirement can be fulfilled by the endorsement provided in the Grantee's Application. If the status of the endorsement changes the Grantee may provide reasonable notice in writing of such change to the State. The State reserves the right to recapture all grant funds if the endorsement is rescinded and it is determined by the State that the project has no or little economic impact.
- l. The Grantee must check with the Utah Department of Wildlife Resources (DWR) to ensure the project is not in a special management area for endangered species such as the Sage Grouse. If the project is in or

close to a special management area it must first secure written approval from the DWR. DWR may continually add or remove species from the list of species requiring a special management area. The Grantee is responsible for maintaining the project in a way that is current with all DWR regulations and requirements. If the project is found to be in violation of any regulation regarding the management of species within the project, it shall constitute an event of default and may result in the recapture of the grant funds.

- m. The Grantee agrees to make the project accessible to the general public, including compliance with the Americans with Disabilities Act (ADA). No fees or other restrictions shall be prohibitive to the extent that portions of the public at large will not be able to access the project. All fees charged by the Grantee or others in granting access to the project shall be disclosed to the State in writing. The State reserves the right to determine if such fees are considered prohibitive and thus a violation of this paragraph. If a fee is found to be prohibitive to public access the Grantee shall have thirty (30) days to change the fee to be reasonable or this will constitute an event of default and the State may recapture the grant funds.
- n. The Grantee shall notify the State of the public opening date, and upon the public opening of the project, the Grantee shall make every effort to make the public aware of the project's existence with appropriate publicity and marketing. Such publicity can include but is not limited to, a grand opening ceremony, a press release to the local media or social media outlets to appropriately promote the public use of the project.

2. NATURE OF ENTITY:

- a. The Grantee is a municipality, county, tribal government, or non-profit corporation classified under U.S. Code § 501(c) and is physically located within the State.
- b. The Grantee is not a for-profit entity; for-profit entities may not receive a Utah Outdoor Recreation Grant.

3. REPORTING:

- a. Reports shall be provided by the Grantee to the State at least every six (6) months, and no later than sixty (60) days after the contract termination date. Each report shall include the following:
 - i. Assurances that all monies paid to the Grantee were used towards completion of the project outlined in Attachment C: Scope of Work;
 - ii. A brief synopsis of the work completed in the previous six months; and
 - iii. An outline of the work anticipated to be completed in the next six months.
- b. If Grantee fails to provide the first two scheduled reports to the State, as described herein, Grantee shall waive any consideration by the State for potential contract extension should such extension be necessary to complete Grantee's project.

4. FUNDING:

- a. The Grantee shall not receive any grant funds until this contract is fully signed and executed.
- b. Up to 75% of the Contract Amount may be reimbursed prior to full completion of the Grantee's project. The remaining 25% of funds are contingent on completion of the Grantee's project, a final on-site inspection, and submission of the Final Report as outlined in the 2021 Office of Outdoor Recreation Grant Programs Guide, which is available to the Grantee from the State and incorporated by reference to this contract.
- c. In no event shall payments from the State to the Grantee exceed in sum the Contract Amount.
- d. All funds are to be distributed in a post-performance manner, as reimbursement for dollars spent by the Grantee within the scope of the Grantee's project.
- e. The State will not fund more than 50% of the eligible costs of the project eligible costs. For grant awards exceeding the mini-grant category, the grant recipient shall provide matching funds based on an algorithm that takes into account the total population of the county as well as per capita income; 20%-50% of the project's eligible costs.
- f. At least 50% of the Grantee's required matching funds must be paid in cash.
- g. Up to 50% of the Grantee's required matching funds may be provided through an in-kind contribution if
 - i. Approved in advance by the State;
 - ii. The Grantee is a non-profit corporation or governmental entity; and
 - iii. The in-kind donation is for services or materials that are directly related to the construction of the Grantee's project, defined in Attachment C: Scope of Work.

5. REIMBURSEMENT REQUESTS:

- a. Reimbursement requests received by the State after the contract termination date WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.
- b. The following documentation shall, at minimum, be provided upon reimbursement request, and additional documentation may be required by the State:
 - i. Copies of invoices and evidence of payment (checks, bank statements, etc.) for work done on the project;
 - ii. Records of volunteer labor or other in-kind donations for work done on the project;
 - iii. Several photos to show the project is complete;
 - iv. A final report with the description of the project and other data requested by the State;
 - v. A description and an itemized report detailing the expenditure of the grant or the intended expenditure of any grant funds that have not been spent;
 - vi. The grant program provided reimbursement request document or a letter of request on letterhead of the Grantee specifying the grant amount requested.
- c. Requests shall be submitted to the State electronically, to the Program Manager in the Office of Outdoor Recreation and/or the Compliance Department of the Governor's Office of Economic Opportunity. A link to the online portal will be sent to the Grantee upon the completion of the processing of this contract. The Grantee shall document that all of the grant money received by the Grantee for this project was spent on efforts towards the project.

6. SITE VISITS: The Grantee shall cooperate with reasonable requests for site visits during the process of completion and after completion of the project.

7. AUDIT:

- a. The Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant.
- b. The Grantee shall make available for audit and inspection the records of expenditures relating to this contract until all State audits are completed or for a period of up to five (5) years from the date of this contract.
- c. The Grantee shall refund to the State any grant funds spent that did not meet the requirements of this contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.

8. EVALUATION: The State reserves the right to conduct an independent evaluation of the use of the grant funding and the activities covered by this contract, including achievement of goals and benchmarks, location of the Grantee, and achievement of outcomes and economic development. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. The Grantee agrees to allow the State or its representative access to, and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.

9. BREACH OF CONTRACT: The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this contract and pay no further funds, in the event that the Grantee breaches any of the terms of this contract or those in documents incorporated by reference but not attached.

10. ATTRIBUTION: The Grantee shall make appropriate and reasonable efforts to ensure that the Utah Outdoor Recreation Grant is recognized as a partner in the project. Such efforts may include recognition of the State in fundraising materials, use of the Utah Outdoor Recreation Grant name and official logo, and other appropriate attribution for the funding made possible by the office.

11. ACCESS TO DATA: At the State's request, the Grantee shall allow the State access to data and information about the project to assess progress and ensure that grant funding is being spent on the project specified within the Grantee's project proposal.

12. STATE CONTACT PERSON: The State designates the Director of the Office of Outdoor Recreation at the State, or their designee, as the contact person to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.

13. **LICENSE TO PROMOTE:** The Grantee gives to State a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to publicly display the Grantee and its project for any reasonable purpose, including display on State websites, without any attribution or compensation to the Grantee. The Grantee agrees to acknowledge State funding in publications or presentations.

[The remainder of this page intentionally left blank]

Attachment C: Scope of Work

The Lower Farmington Creek Trail is a rustic, faint, narrow and often non-existing trail, exceeding 25% grades for extended sections. In its current state, the trail is not usable to most hikers and is not sustainable. This project will improve the existing Lower Farmington Creek Trail by rerouting it to create a safe, sustainable trail, accessible to all ability levels. The trail is washed out in many sections and impassible. The project will reclaim sections of the trail that have washed out and will require extensive rock work and shoring. This will enhance the safety and sustainability of the trail. The Lower Farmington Creek Trail connects to the Farmington Creek Trail, leading to a beautiful mountain waterfall. At present, the only viable way to access the Farmington Creek Trail and waterfall is by parking at the end of the paved road, leading up Farmington Canyon.

The lower portion of the trail will also serve as an access point and connector for the future BST, spanning the entirety of Davis County. The project will improve the accessibility, safety and sustainability of the Lower Farmington Creek Trails, as well as the BST. We are requesting funding from the GOED's Office of Outdoor Recreation. Planning is already underway with Avid trails and the USFS to ensure project success.

Attachment D: Proposal and Budget

FY2023 Recreation Restoration Infrastructure Application

Applicant	Brigham Mellor
Applicant ID	APP-002577
Company Name	Farmington City
Recipient Address	Farmington City
	,
Email	bmellor@farmington.utah.gov
Funding Requested	\$96,825.00
Award Amount	\$96,825.00
Status	Submitted
Funded	<input type="checkbox"/>

Basic Project and Contact

BEFORE BEGINNING: Please read and be familiar with the eligibility requirements, selection process, and reimbursement process outlined in the [2023 UORG Program Guide](#) (PDF link). You may also need this resource as you formulate your responses. If you need additional information, please visit <https://recreation.utah.gov/> (hyperlink)

HELPFUL TIP: We suggest writing your application answers in a word processor outside of the online application. This will allow you to proofread and edit answers more effectively. Using a word processor easily allows you to keep track of the character count in your response, as there are character limits for some questions. This will also help alleviate connection errors and lost work. Lastly, remember to save your work as you fill out the application.

IMPORTANT: No application deadline extensions will be granted under any circumstance. All responses are extracted completely (without editing from the DOR staff) for all necessary reporting. Please make sure it is well-written and free of grammar and punctuation errors. Provide any links as the full URL; hyperlinked text from a word document will not be preserved when copying and pasting into the application.

Please make sure to **hover your cursor over the question mark that appears near most questions**. This is "help text" and provides additional information about what your response should include.

This section is not scored.

Question: Project Name:

Farmington Creek Trail Reroute

Question: Project Longitude (provide coordinates in Decimal Degrees, e.g., -111.0391):

41.00

Question: Project Latitude (provide coordinates in Decimal Degrees, e.g., 37.858285):

-111.89

Question: Specific name of land unit where project is located:

Farmington City and United States Forest Service Land

Question: Project County:

Davis County

Question: Project Category (select all that apply):

Trail / Trailhead Infrastructure:

Campground:

Day-use / Picnic area:

Water recreation infrastructure:

Question: Organization's Non-Profit Tax ID (if applicable):

1178353-002

Question: Primary Contact First Name:

Sylvia

Question: Primary Contact Last Name:

Clark

Question: Primary Contact Organization:

Farmington City

Question: Primary Contact Organization Category:

County government

Municipal government

- Tribal government
- Non-profit organization
- University
- Federal Agency
- State Agency

Question: Primary Contact Title:

Parks & Rec. Business/Pool Manager

Question: Primary Contact Email:

sclark@farmington.utah.gov

Question: Primary Contact Phone:

801-939-9295

Question: Public Lands Partner or Secondary Contact Name:

Zinnia Wilson

Question: Public Lands Partner or Secondary Contact Title:

Trails Manager

Question: Public Lands Partner or Secondary Organization Category:

United States Forest Service

Question: Public Lands Partner or Secondary Contact Email:

zinnia.wilson@usda.gov

Question: Public Lands Partner or Secondary Contact Phone:

801-733-2664

Question: Project or related organization information website. Please copy and paste full URL:

<https://farmington.utah.gov/>

Funding Request

NOTE: The Utah Outdoor Recreation Infrastructure Advisory Committee makes funding recommendations, based on review of the overall program and budget. Final funding decisions are made at the discretion of the executive director of the Department of Natural Resources after consultation with the director of the Division of Outdoor Recreation (a member of the Utah Outdoor Recreation Infrastructure Advisory Committee). The Recreation Restoration Infrastructure (RRI) grant program awards grant funding requests up to \$150,000.

IMPORTANT: New to 2023, the RRI program is using a county-based matching scale, from 50%-20%. [Click here to view the RRI County-Based Matching Scale.](#)

Question: Total Project Cost:

\$200,000.00

Question: Grant Funding Request. The RRI grant awards fund requests up to \$150,000.

\$99,637.50

Question: What minimum match percentage does your project need to provide? See link above in overview section for county-based matching scale.

50%

40%

30%

20%

Question: Applicant match amount of cash and in-kind:

\$99,637.50

Question: Applicant match type:

Cash

In-Kind

Both (Cash / In-kind)

Question: Partner/s match amount of cash and in-kind (if applicable):

\$0.00

Question: Partner/s match type (if applicable):

- Cash
- In-kind
- Both (Cash/ In-kind)

Question: Legal name of all partnering organizations providing any form of in-kind matches, donations/money, land, labor/workforce, equipment, etc. (if applicable)

United States Forest Service and Davis County

Project Summary

NOTE: The project summary will provide an opportunity to fully explain the project and its value to the community. Provide any links as the full URL; hyperlinked text from a word document will not be preserved when copying and pasting into the application. Please refer to the program guide for any additional questions.

HELPFUL TIP: We suggest writing your application answers in a word processor outside of the online application as you go. This will allow you to proofread and edit answers more effectively. Using a word processor also easily keeps track of the character count in your response, as there are character limits for some questions. This will also help alleviate connection errors and lost work. Lastly, remember to save your work as you fill out the application.

IMPORTANT: No application deadline extensions will be granted under any circumstance. All responses are extracted completely, without editing from the DOR staff, for all necessary reporting. Make sure it is well-written and free of grammar and punctuation errors.

Please make sure to **hover your cursor over the question mark that appears near most questions**. This is "help text" and provides additional information about what your response should include.

This section is worth 5 points.

Question: Project Abstract: Summarize the project in a concise 2-3 sentence summary. 500 Character Limit

The Lower Farmington Creek Trail is a seldom used, treacherous trail that connects the upper Farmington Pond parking lot with the Farmington Creek Trail. The trail is not usable due to its state of disrepair. This project will restore the trail to meet United States Forest Service Class 3 hiking standards, ensure sustainability, and provide a connection point to the Bonneville Shoreline Trail (BST) spanning Davis County. The Farmington Creek Trail is the most popular hiking trail in Farmington.

Question: Project Description: Describe your project in detail. 3,000 Character Limit

The Lower Farmington Creek Trail is a rustic, faint, narrow and often non-existing trail, exceeding 25% grades for extended sections. In its current state, the trail is not usable to most hikers and is not sustainable. This project will improve the existing Lower Farmington Creek Trail by rerouting it to create a safe, sustainable trail, accessible to all ability levels. The trail is washed out in many sections and impassible. The project will reclaim sections of the trail that have washed out and will require extensive rock work and shoring. This will enhance the safety and sustainability of the trail. The Lower Farmington Creek Trail connects to the Farmington Creek Trail, leading to a beautiful mountain waterfall. At present, the only viable way to access the Farmington Creek Trail and waterfall is by parking at the end of the paved road, leading up Farmington Canyon.

The lower portion of the trail will also serve as an access point and connector for the future BST, spanning the entirety of Davis County. The project will improve the accessibility, safety and sustainability of the Lower Farmington Creek Trails, as well as the BST. We are requesting funding from the GOED's Office of Outdoor Recreation. Planning is already underway with Avid trails and the USFS to ensure project success.

Question: What type of visitation does the project area typically receive during the season it is open to visitors?

The upper Farmington Creek trail is the most popular trail in the City of Farmington and is in the top three most visited trails in Davis County. Access to the trail and waterfall is currently restricted to a single, small parking lot. The Lower Farmington Creek trail reroute will add an additional 1.8 miles of trail, near the banks of the Farmington Creek. The upper Farmington Pond Parking lot has significantly more space for cars to park and is much safer.

Proposed Restoration Work Details

Please make sure to **hover your cursor over the question mark that appears near most questions**. This is "help text" and provides additional information about what your response should include.

This section is worth 5 points.

Question: Proposal: For trails, how many miles of trail that will be restored/receive heavy maintenance?

1.79

Question: Proposal: For structures, how many structures will receive heavy maintenance, restoration or full rebuild?

0.00

Question: Proposal: For campsites, how many campsites will receive heavy maintenance or restoration work?

0.00

Question: Year the infrastructure needing restoration was built - approximate, if unknown.

1/2/1990

Question: Year the infrastructure last had heavy maintenance work - list 3/17/2023 if no heavy maintenance has occurred

3/17/2023

Question: Approximate number of volunteers that will be involved in this project (or "0" if the project will not use volunteers):

50.00

Project Readiness & Scheduling

NOTE: The scoring committee gives extra consideration for shovel-ready projects. If your project is not shovel ready, it must be mature enough in planning to ensure completion by June 2025. If projects are not projected to meet this deadline from the onset, they will be disqualified and no funds will be awarded. If the project will be constructed on federal lands, the project needs to have results from an environmental planning process (such as NEPA).

For more information on cultural clearances with the Utah State Historic Preservation Office, [refer to the Archeological Compliance Guidance document by clicking here.](#)

Please see the [program guide](#) (linked text) for any additional questions.

Please make sure to **hover your cursor over the question mark that appears near most questions**. This is "help text" and provides additional information about what your response should include.

This section is worth 5 points.

Question: Timeline: What is the approximate schedule for your project? When will it be ready for construction and when will it be complete? 3,000 Character Limit

The goal is to begin flagging the area of the reroute in the Fall of 2023, to be ready to begin trail work in the Summer of 2024 (as soon as weather permits). It is anticipated the trail will be completed by the Fall of 2024.

Question: Permits: List any permits, MOU's, easements, or environmental documentation required to complete maintenance project and their status (if applicable)

As the trail crosses USFS land, a NEPA study is required. With the BST efforts in Davis County, the NEPA for the area in question has already been performed. Timing for the reroute is optimal in light of this.

Question: Does your project require a cultural clearance? Any project that is ground-disturbing and in an area that has not been previously disturbed in the last 50 years will likely need an archaeological investigation. See help text for more information.

Yes

No

Required Supportive Materials and Attachments

NOTE: For each question, click "Choose File," select the correct file you would like to attach, then click "Upload." **When using supplied templates, be sure to download, complete, and then reupload otherwise they will upload as blank.** Save the page before moving on to the next section. Individual attachments should not exceed 20 MB. Please see the [program guide](#) (linked text) for any additional questions.

[Use this link](#) (linked text) for the **RRI Project Timeline template**.

[Use this link](#) (linked text) for the required **Budget Spreadsheet** --- [Click here to view the brief UORG Budget Spreadsheet Guide](#) --- [Click here to view the County-Based Matching Scale](#).

Please make sure to **hover your cursor over the question mark that appears near most questions**. This is "help text" and provides additional information about what your response should include.

This section is worth 5 points.

Question: Logo/Pictures: Attach a logo from the project organization. In addition, you may attach any photos related to the project.

[IMG_1553.jpeg](#) (3/13/2023, 2:29 PM)

[IMG_1545.jpeg](#) (3/13/2023, 2:22 PM)

[IMG_1544.jpeg](#) (3/13/2023, 2:20 PM)

[IMG_1539.jpeg](#) (3/13/2023, 2:17 PM)

[IMG_1541.jpeg](#) (3/13/2023, 2:16 PM)

[IMG_1528.jpeg](#) (3/13/2023, 2:14 PM)

[IMG_1515.jpeg](#) (3/13/2023, 2:13 PM)

[IMG_1509.jpeg](#) (3/13/2023, 2:12 PM)

[IMG_1508.jpeg](#) (3/13/2023, 2:11 PM)

[IMG_1491.jpeg](#) (3/13/2023, 2:11 PM)

[IMG_1487.jpeg](#) (3/13/2023, 2:09 PM)

Question: Project Partner Letter of Support: Attach at least one letter of support for the project.

[United States Forest Service Letter of Support for Creekside Trail Reroute.pdf](#) (3/17/2023, 6:30 AM)

[Fruit Heights City Letter of Support.pdf](#) (3/14/2023, 8:58 AM)

[Davis County Letter of Support.pdf](#) (3/14/2023, 8:58 AM)

[JL Letter of Support - Lower Farmington Creek Trail.pdf](#) (3/10/2023, 2:37 PM)

Question: Map: Attach a map of the project location within the community. On the map, identify the main roads that provide access, and any infrastructure that surrounds it. If it is a trail, show how it links to other recreational amenities or other trails.

[Farmington Creek Trail.JPG](#) (3/13/2023, 2:31 PM)

Question: Site Plan or Concept Drawing: Attach a recreational site plan or detailed conceptual drawing that includes orientation and layout of the project itself.

[2023-02-08 Farmington Creek Trail DD Set_compressed.pdf](#) (3/10/2023, 2:39 PM)

Question: Project Timeline: Attach a timeline of assigned work for the construction and completion of the project (Up to 24 months will be given). Use the provided RRI Project Timeline template.

[Farmington Creek Trail UORG Timeline Doc.pdf](#) (3/13/2023, 2:39 PM)

Question: Budget Spreadsheet: Please download, fill out, and attach the provided budget spreadsheet for the project (in Excel). Please view the brief UORG budget spreadsheet guide linked above in the section overview before filling out.

[Budget for Farmington Creek Trail Reroute \(1\) \(1\).xlsx](#) (3/31/2023, 12:13 PM)

If Applicable Supportive Materials and Attachments

NOTE: For each question, click "Choose File," select the correct file you would like to attach, then click "Upload." Save the page before moving on to the next section. Individual attachments should not exceed 20 MB.

Please see the [program guide](#) for any additional questions.

Please make sure to **hover your cursor over the question mark that appears near most questions**. This is "help text" and provides additional information about what your response should include.

This section is not scored.

Question: Please attach copies of NEPA documentation, permits from the Army Corps of Engineers and/or other documentation that would be needed prior to the commencement of the work (if applicable):

[20211129_LowerFarmingtonCreekTrail_DM.pdf](#) (3/17/2023, 6:28 AM)

Question: Cultural Clearance: Utah State Historic Preservation Office agency letter regarding a project's effects on cultural resources.

No Attachments



Project Name:	Project Applicant:	Project County:	Qualified for UOR Match?
Farmington Creekside Trail Reroute		Federal/State	Qualified for UORG Match

OVERVIEW OF FUND SOURCES

Step 1: List all sources of Cash Funding by type for the entire project. These can include other donations, grants received, etc. UORG requested funds go in the first row (Orange). Applicant Cash Funds go in the next row. Other Cash Partners (if applicable) go in the following rows.

1. CASH OVERVIEW	Type of Funds	Source of Funds (Organization)	Date Secured	Cash Amount	Total Cash Funding (\$)
	Utah Outdoor Rec. Grant	Office of Outdoor Recreation		\$96,825.00	\$96,825.00
	Applicant Cash Match			\$96,825.00	\$96,825.00
	Partner 1 Cash Match				\$0.00
Insert more rows as needed below	[Partner 2 Cash Match]				\$0.00
				TOTAL CASH FUNDING	\$193,650.00

Step 2: List all sources of In-Kind (non-cash) Match for the entire project. In-Kind is defined as donated products, labor, or services.

2. IN-KIND MATCH OVERVIEW	Type of Funds	Source of Funds	Date	In-Kind Value	Total In-Kind
Value of materials, equipment or services	Applicant In-Kind Match	Volunteers	3/15/2023	\$27,000.00	\$27,000.00
	[Partner In-Kind Match]				
	[Partner In-Kind Match]				\$0.00
Insert more rows as needed below	[Partner In-Kind Match]				\$0.00
				TOTAL IN-KIND FUNDING	\$27,000.00
TOTAL PROJECT VALUE			TOTAL PROJECT COST (UORG+Cash+In-Kind)		\$220,650.00

DETAILED LIST OF ANTICIPATED USE OF FUNDS

Step 3: List all the uses of cash for the project by Type of Service. Note: The total cash listed here in Step 3 should match the total listed in the cash overview from Step 1. Please fill in the amount being used from UORG (Orange), applicant funds, or partner funds below. Add rows as needed.

3. CASH DETAILED DESCRIPTION						Difference	Cash Amounts Agree
						\$0.00	
Type of Service: Please select or change	Vendor (Organization)	Anticipated Use of	Number	Cost Per Unit	Extended Cost	Utah Outdoor	Applicant Funds
Professional Services	Avid	Machine Built with	8950	\$ 12.00	\$ 107,400.00	\$ 53,700.00	\$ 53,700.00

Professional Services	Avid	Special rock work is	1150	\$ 75.00	\$ 86,250.00	\$ 43,125.00	\$ 43,125.00	
Misc. Category								
Please select type from dropdown menu.					\$ -	\$ -	\$ -	
Please select type from dropdown menu.					\$ -	\$ -	\$ -	
Please select type from dropdown menu.					\$ -	\$ -	\$ -	
Please select type from dropdown menu.					\$ -	\$ -	\$ -	
Please select type from dropdown menu.					\$ -	\$ -	\$ -	
ANTICIPATED USE OF CASH FUNDS					CASH			
					SUBTOTAL	\$ 193,650.00	\$ 96,825.00	\$ 96,825.00

Step 4: List all the uses of In-Kind for the project by Type of Service. Note: The total In-Kind listed here in Step 4 should match the total listed in the In-Kind overview from Step 2. Please fill in the amount being used from the applicant, or partner funds below. Add rows as needed.

4. IN-KIND DETAILED DESCRIPTION							Difference	In-Kind Amounts Agree
							\$0.00	
Type of Service: Please select or change	Source of Funds	Anticipated Use of	Number	Cost Per Unit	Extended Cost	Applicant In-Kind	Partner In-Kind	
Misc. Category	PRAT Committee Volunt	creating the weed	1500.00	\$ 18.00	\$ 27,000.00	\$ 27,000.00		
Please select type from dropdown menu.								
Please select type from dropdown menu.								
Please select type from dropdown menu.								
ANTICIPATED USE OF IN-KIND FUNDS					IN-KIND			
					SUBTOTAL	\$ 27,000.00	\$ 27,000.00	\$ -
TOTAL Eligible Project Costs					TOTAL PROJECT COST (UORG+Cash+In-Kind)		\$220,650.00	

Step 5: Please include an estimate of costs that contributed to the overall project cost, but are not eligible as a grant match. Ex: Work completed prior to grant award, purchases of real estate, NEPA or other permitting etc.

5. ADDITIONAL INELIGIBLE PROJECT COSTS			\$ -
Description	Source of Funds	Cost	
Please add description here	Applicant/Partner	\$ -	
Total		\$ -	
TOTAL PROJECT COST (projected)			\$220,650.00

CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2023

BUSINESS: Historic Conservation Easement for Lot 704 Rice Farms Estates for Bob Aamodt

GENERAL INFORMATION:

See staff report prepared by Lyle Gibson, Asst.Comm. Development Director

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Lyle Gibson - Assistant Community Development Director
Date: 7/18/2023
Subject: HISTORIC CONSERVATION EASEMENT FOR LOT 704 RICE FARMS ESTATES FOR BOB AAMODT.

RECOMMENDATION(S)

Move that the City Council provide direction to staff to either pursue removal of the requirement to put the historic home under a conservation easement or to present a final version of the conservation easement to the City Council for their approval and acceptance at a future meeting.

BACKGROUND

In April of 2022 the City Council approved an amendment to Phase 7 of the Rice Farms Estates Subdivision to allow lot #704 to be divided into 2 lots, one containing a new home, and the 2nd lot containing a historic home. Since that time the construction of the new home has been fully completed and the restoration work on the historic home has also been completed. The two homes remain on a single lot as the applicant has been working to meet the conditions imposed by the city council in order to place each home on its own lot.

The conditions of approval from the City Council are as follows from the 4/12/2022 meeting:

Move that the City Council approve Rice Farms Estates Phase 7 PUD 1st Plat Amendment dividing lot 704 into two lots based on findings Group 1 [approval] of the Staff Report and subject to all applicable ordinances and standards, including the requirement to provide separate utility services to each home, and additionally subject to the following Conditions and Findings:

Conditions of Approval 1-3:

1. Subject to all applicable ordinances and standards including providing separate utility services to each home
2. That the lot containing the historic home be subject to a conservation easement. This requirement may be satisfied through a private conservation easement in favor of Preserve Utah subject to the approval to of the City Attorney.

3. That the lot containing the historic home be placed in an irrevocable trust as described by the applicant at the hearing.

Findings for approval 1-7:

1. The proposal sets the stage for a serious preservation mechanism which is a high priority of the city per FCC 11-39-010: Purpose: 'Farmington City (the "city") recognizes that the historical heritage of the community is among its most valued and important assets. It is the intent of the city to identify, preserve, protect and enhance historic buildings, sites, monuments, streetscapes and landmarks within the city deemed architecturally or historically significant. By protecting such historically significant sites and structures, they will be preserved for the use, observation, education, pleasure and general welfare of the present and future residents of the city.'
2. The number of families and therefore the amount of traffic and impact to the neighborhood is consistent with what is already allowed.
3. The request is consistent with the approved yield plan for density and permissible within the existing PUD development.
4. The Council finds that the unique historical value of the historic home justifies the lot split. At the time Phase 7 of Rice Farms was originally platted, it was not contemplated that the historical structure could be restored into a full-fledged dwelling. Therefore, there was no reason for the historic home to be placed into its own lot at that time. What the applicant is doing to restore the home exceeds what was expected at the time the phase was originally platted.
5. The City has a compelling interest in preserving such a unique historical asset.
6. In exchange for the flexibility the applicant seeks by splitting the lot, the applicant is willing to place a conservation easement on the historic home lot. This would afford a much higher level of protection for the historic home than is presently available, and a higher level of protection than what the City could impose without the property owner's consent.
7. Based on the unique circumstances of this situation and the City's strong interest in protecting this unique historical property, the benefits of receiving the conservation easement outweigh whatever risks are associated with the lot split.

Since that time while working on the building restoration and after, the applicant in coordination with city staff has pursued the establishment of a conservation easement with Preservation Utah as outlined in condition #2 without success. This entity was thought to be willing to accept the easement in their favor, however they rarely if ever accept new conservation easements as it has become too cumbersome for their organization to monitor them. Seeking other acceptable options with the help of the State Historic Preservation Office and Preservation Utah no other organization has been identified who is interested would accept this type of easement. Without a willing player from an existing outside organization, the idea of accepting and monitoring a conservation easement in favor of Farmington City was presented to the city's Historic Preservation Committee who expressed their willingness to monitor the proposed easement.

While city staff maintains interest in seeing the building preserved, it has reservations about adding the responsibility to the duties of the city. While the current Preservation Committee is willing to ensure that the property complies with the terms of the easement, it is anticipated that this responsibility will ultimately fall to city staff over time and being the unique duty that it is has the risk of being forgotten.

Supplemental Information

1. Proposed Subdivision Plat
2. [Minutes from 4/12/2023 meeting](#)
3. Proposed Historic Conservation Easement

Respectfully submitted,



Lyle Gibson
Assistant Community Development Director

Review and concur,



Brigham Mellor
City Manager

When Recorded, Mail To:
Bob Aamodt
c/o Rock House Financial, LLC
630 N. Main Street
Farmington, UT 84025

With A Copy To:
The City of Farmington
160 South Main Street
Farmington, Utah, 84025

Tax Parcel No.:

(space above for Recorder's use only)

HISTORIC CONSERVATION EASEMENT AGREEMENT

This HISTORIC CONSERVATION EASEMENT AGREEMENT (this “**Agreement**”) is made this ____ day of _____ 2023 (the “**Effective Date**”), by and between ROBERT PAUL AAMODT, (“**Grantor**”), having an address at 284 Grandview Court, Farmington, Utah, 84025, in favor of THE CITY OF FARMINGTON (“**Grantee**”), having an address at 160 South Main Street, Farmington, Utah, 84025. Grantor and Grantee are sometimes referred to herein collectively as the “Parties”.

RECITALS

WHEREAS, Grantor is the owner in fee simple of certain real property located at *** (“**Grantor's Property**”), more particularly described as:

WHEREAS, A historic family home is located on a portion of Grantor's Property (the “**Historic Building**”). The Historic Building and the location of the Historic Building on Grantor's Property are depicted on Exhibit “A” attached hereto and incorporated herein by this reference.

WHEREAS, The Historic Building is an architecturally and historically significant building and the Grantee is dedicated to the preservation of the Historic Building in perpetuity.

WHEREAS, the Property possesses historical and architectural values (hereinafter referred to as the “**Conservation Values**”) of great importance to the Grantor, the people of the City of Farmington, the State of Utah, and the Grantee.

WHEREAS, this Easement includes the conservation of the external back façade of the building.

WHEREAS, Grantee is a governmental organization; and

WHEREAS, Grantor is willing to convey and Grantee is willing to accept this Conservation Easement in exchange for the consideration articulated herein, which consideration is agreed to be sufficient by Grantor and Grantee.

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants terms and conditions and restrictions contained herein, which the Parties hereby agree constitute good and adequate consideration for the Grant and pursuant to the laws of the State of Utah ad in particular, the Land Conservation Easement Act, Utah Code Ann. § 57-81-1 et seq. and Historic Preservation Act, Utah Code Ann. § 9-8-501 et seq., Grantor hereby irrevocably grants and conveys to Grantee and its successors in interest, a Conservation Easement over the Property in perpetuity. This easement is made over and across all of the property to preserve and protect the Conservation Values present on the Property as of the date hereof. This easement shall bind Grantors and Grantors' successors in interest and use of the Property, as well as Grantee, and any qualified successor of Grantee for the term of this Conservation Easement. Any mortgage, lien, or other encumbrance, other than encumbrances of sight or record existing at the time of this instrument's signing, shall be subordinate to the rights and intentions of this Easement and Grantee's ability to enforce the protection of the Conservation Values described and authorized herein. Grantor intends that upon the granting of this Easement, the uses of the Property will be confined to those which are consistent with the Conservation Values described and authorized herein. If one or more of the above conservation purposes can no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate this easement, so long as any other preservation purpose may be accomplished.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties make the following grants, agreements, and covenants:

1. **Purposes.** The purposes of this Easement are to ensure the architectural, historic, and cultural features of the Property will be retained and maintained substantially in their current or better condition for conservation and preservation purposes and to prevent any use or change of the Property that will significantly impair or interfere with the Property's conversation and preservation values.

2. **Grant of Easement.** Grantor does hereby grant and convey unto Grantee a conservation easement in gross (the "**Easement**") in Grantor's Property for the purpose of assuring conservation of the Property and preventing any use of Grantor's Property that would be detrimental to the Historic Building's historic features. The Easement shall be perpetual and non-terminable, except as specifically set forth in this Agreement.

3. **Intent.** This Easement is intended to be of the type described in Utah Code Ann. §9-8-501 et seq. and §57-18-1 et seq. and is granted in perpetuity. The burdens imposed hereby

upon the Property are deemed to run with the land and to be binding upon the Grantor's successors in interest to the Property. Grantor's estate is to be the servient estate; Grantee's estate is to be the dominant estate. Grantor agrees that this Easement gives rise to a property right vested in Grantee immediately upon its granting with a fair market value that is equal to the difference between the current fair market value of the Property immediately before and after its granting. According to its terms, the Easement precludes development of the Property.

4. Baseline Documentation. The parties hereto have prepared an inventory of the Property's relevant resources, features, and conditions which inventory is attached, in part, hereto as Exhibit B, including reports, drawings, and photographs, and by this reference made a part hereof. The Baseline Documentation in its entirety is on file at the office of the Grantee.

5. Grantor Preservation Obligations. Grantor shall maintain the Historic Building in a first-class, commercially reasonable condition. Grantor further agrees to assume the cost of continued maintenance and repair of the Historic Building to preserve the architectural and historical integrity thereof. In meeting its obligations set forth in this Section 2, Grantor shall follow all applicable laws, rules and regulations, including without limitation, the provisions set forth in The Secretary of the Interior's *Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings*.

a. Grantor shall maintain the interior and exterior of the Historic Building in a good and sound state of repair (subject to casualty loss as provided herein) and shall maintain the structural soundness and safety of the Historic Building and undertake a minimum maintenance program so as to prevent deterioration of the Historic Building. This obligation to maintain shall require replacement, rebuilding, repair, and reconstruction whenever necessary to preserve the exterior and interior of the Historic Building at all times.

b. Grantor agrees at all times to maintain the Historic Building in the same or better structural condition and state of repair as that existing on the effective date of this Easement. Grantor's obligation to maintain shall require replacement, repair, and/or reconstruction by Grantor whenever necessary to preserve the Historic Building in substantially the same structural condition and state of repair as that existing on the date of this Easement.

c. Grantor's obligation to maintain shall also require that the Property's landscaping be maintained in good/better appearance with substantially similar plantings, vegetation, and natural screening to that existing on the effective date of this Easement.

d. Subject to the casualty provisions above, the obligation to maintain shall require replacement, repair, and/or reconstruction of the Historic Building whenever necessary in accordance with The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and The Secretary of the Interior's Standards for the Treatment of Historic Properties with

Guidelines for the Treatment of Cultural Landscapes (36 C.F.R. 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").

e. Taxes. Grantor shall pay any and all taxes assessed against the Property, including but not limited to ad valorem taxes for which Grantee might otherwise be liable.

f. Insurance. The Grantor shall keep the premises insured for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and shall also maintain comprehensive general liability insurance against claims for personal injury, death, and property damage of a type and in such amounts as would, in the opinion of Grantor, normally be carried on a property such as the Property protected by an Easement. Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. Furthermore, Grantor shall deliver to Grantee fully executed copies of such insurance policies evidencing the aforesaid insurance coverage at the commencement of this grant and copies of new or renewed policies at least ten (10) days prior to the expiration of such policy. Grantee shall have the right to provide insurance at Grantee's cost and expense, should Grantor fail to obtain same. In the event Grantee obtains such insurance, the cost of such insurance shall be a lien on the Property until repaid by Grantor.

6. Restrictions on Grantor's Activities. Grantor agrees that, without the prior written consent of Grantee, which may be withheld in Grantee's sole and absolute discretion, (i) no demolition, construction, alteration, remodeling, changes, or any other activity that will alter, modify or change the nature and character of the Historic Building shall be undertaken or permitted to be undertaken on the Historic Building, and (ii) no activity shall be undertaken or permitted to be undertaken on Grantor's Property which would adversely affect the structural soundness, integrity, historic nature, or visibility of the Historic Building.

Grantor agrees that:

- a.** Any activity on or use of the Property inconsistent with the purpose of this Easement as set forth herein is prohibited.
- b.** In cleaning or painting the exterior of the Historic Building, sandblasting or other forms of abrasive cleaning will not be used.
- c.** Grantor shall not make permanent substantial topographical changes, such as, by example, excavation for the construction of roads, sidewalks, swimming pools, and recreational facilities.
- d.** Utility or transmission lines, except that those required for the existing structure and use may be created on said land.
- e.** The legal or de facto division, subdivision, or partitioning of the Property for any purpose;
- f.** Any agricultural, manufacturing, or industrial use of or activity on the Property except for those uses described in this Easement as being permitted;
- g.** Camping on the Property;

- h. Exploration and drilling for and extraction of oil and gas from any site on the Property;
- i. Dumping of ashes, sawdust, bark, trash, rubbish, or any other unsightly or offensive materials which are visible from the roads or streets or nearby properties;
- j. Using the visible property for storage whereas the Property becomes a nuisance;
- k. Quarrying, mining, excavation, depositing or extracting sand, gravel, soil and rocks and other minerals or materials from the Property;
- l. Dumping, depositing, discharging, releasing or abandoning any solid or hazardous wastes, hazardous substances or material, pollutant or debris in, on or under the Property or into the surface or groundwater on or under the Property;
- m. Any use or activity that causes or is likely to cause significant soil quality degradation or soil erosion, interference with natural drainage, or depletion or pollution of any surface or subsurface waters;
- n. The placement or maintenance of signs, billboards, or any other outdoor advertising of any kind or nature on the Property except for the following purposes:
 - i. signs required by Farmington City or Davis County in connection with safety or traffic control;
 - ii. signs relating to the use or limitations on use applicable to the Property;
 - iii. directional and regulatory signs relating to the Property;
 - iv. signs of an informational or educational nature relating to the Property or the Historic Buildings, Preservation Values, and the Purposes of this Easement, all as previously approved by Grantee, which approval shall not be unreasonably withheld.

7. **Grantee's Right to Inspect.** Grantor shall permit Grantee, its employees, agents and designees to inspect the interior of the Grantor's Property and the Historic Building at all reasonable times, with twenty-four (24) hours' advance written notice, and the exterior of the Grantor's Property and the Historic Building at all reasonable times, without notice, in order to ascertain whether the conditions of this Agreement are being observed. Grantee shall use its best efforts to minimize any inconvenience to, or disturbance of, any lessees or occupants of the Historic Building or Grantor's Property in connection with Grantee's entry onto Grantor's Property. The historic features of the Historic Building as of the Effective Date are documented in photographs attached hereto as Exhibit "C", which shall serve as an objective informational baseline for monitoring compliance with the terms of this Agreement.

8. Grantors Covenants:

- a. Conditional Rights Subject to Approval. Without the prior written permission of Grantee, no construction, alteration, remodeling, demolition, movement, or any other thing shall be undertaken or permitted to be undertaken on the Property which would, in Grantee's opinion, affect the exterior surfaces herein described, or increase or decrease the height, or alter the exterior façade (including, without limitation, exterior and interior walls, roofs and chimneys)

or the appearance of the Building, insofar as they are depicted in the photographs attached hereto and incorporated herein as Exhibit A or which would, in Grantee's opinion, adversely affect the structural soundness of the Building.

- b. Grantee shall be given prior written notice by and the right of prior approval from Grantor of any proposed alterations to the Building or Property. The purpose of requiring notice to Grantee prior to undertaking certain permitted activities is to afford Grantee an adequate opportunity to provide comment on the proposal, accept or decline the proposal in whole or in part, and monitor the activities in question to ensure that they are designed and carried out in a manner that is consistent with the purpose of this Easement.
- c. No extension of the existing structures or erection of additional structures anywhere on the Property shall be permitted, except that in the event of damage resulting from casualty loss to an extent rendering repair or reconstruction of the existing improvements impracticable in Grantee's opinion, erection of a comparable structure, the design of which shall be subject to prior approval by Grantee, shall be permitted.
- d. Grantor shall not erect, construct, or move anything onto, off of, or within the Property, without the prior approval of Grantee, that would encroach on the open land area surrounding the Historic Building or be incompatible with the historic or architectural character of the Historic Building. This includes but is not limited to garages, carports, sheds, fences, landscaping walls and other potential barriers that may obscure the view of the Building or the Property or be incompatible with the historic or architectural character of such.
- e. In cleaning or painting the exterior and interior of the Historic Building, prior written permission of Grantee, as to the cleaning process(es) to be employed or the quality or color of paint to be used, if significantly different from that presently existing must first be obtained.
- f. Except as provided herein, no buildings or structures, including camping accommodations, or mobile homes not presently on the Property shall be erected or placed on the Property hereafter, except for temporary structures required for the maintenance or rehabilitation of the Property, such as construction trailers.
- g. Grantor shall have the right to use the Property consistent with historical use and, in addition, shall have the following rights for permitted uses and activities on the Property:
 - i. To conduct on the Property and in the House walking tours, home tours, and social events.

9. Leases. Grantor may lease the Historic Building for any use consistent with the historic nature of the Historic Building and the terms of this Agreement. If Grantor leases Grantor's Property, Grantor shall incorporate into the lease all of the terms, conditions and covenants of this Agreement.

10. Insurance. Grantor will maintain the insurance coverages provided by the State of Utah Risk Management Fund established by Utah Code Ann. §63A-4-201. Additionally, Grantor

will ensure that prior to performing any construction work on the Historic Building approved by Grantee in accordance with this Agreement, Grantor's contractors shall obtain and maintain the liability insurance required by Section 10.1 of the DFCM *General Conditions* or Section 14 of the DFCM *Short Form Construction Contract for Small Projects*, as appropriate, both of which are available on the DFCM website, dfcm.utah.gov/construction-management/.

11. Casualty Loss. In the event the Historic Building is completely or partially destroyed or damaged by fire, windstorm, earthquake, flood or other casualty, no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Historic Building and to protect public safety, may be commenced without Grantee's prior written approval. Grantor shall notify Grantee in writing within five (5) calendar days of the damage or destruction (the "**Casualty Notice**"). Grantee may then elect: (a) to require Grantor to reconstruct and/or restore the Historic Building (i) at Grantor's cost, to the extent that recoverable insurance proceeds are available to fund such reconstruction and/or restoration, or (ii) at Grantee's cost to the extent that recoverable insurance proceeds are not available to fund such reconstruction and/or restoration; or (b) to accept from Grantor any insurance proceeds available following the payment of any mortgages or liens on the property, payable to Grantor as a result of such loss, which shall constitute payment to Grantee in full with respect to (i) Grantee's interest under this Agreement and/or (ii) the loss arising out of, connected with, or resulting from such casualty loss. If Grantee elects (a) above, this Agreement and the Easement shall continue in full force and effect. If Grantee elects (b) above, this Agreement and the Easement shall terminate. Notwithstanding the foregoing, if the damage or destruction to the Historic Building results from the negligence or misconduct of Grantor or its employees or agents, Grantor shall reconstruct and/or restore the Historic Building at Grantor's sole cost, regardless of whether recoverable insurance proceeds are available to fund the same.

12. Enforcement. If Grantee, upon inspection of the Historic Building and/or Grantor's Property, finds what appears to be a violation by Grantor under this Agreement, Grantee shall give Grantor written notice of the violation and allow thirty (30) calendar days to correct the violation; provided, however, this notice obligation shall not apply when an ongoing or imminent violation exists which is reasonably likely to irreversibly affect the Historic Building. If, upon the expiration of the thirty (30) day period (if applicable in accordance with this Section 9), Grantor has failed to correct the violation, Grantee will provide a second written notice of the violation. In the event Grantor fails or refuses to correct the violation after this second thirty (30) day period, Grantee shall have the right to (i) seek to obtain an injunction stopping the violation and requiring Grantor to restore the Historic Building to its condition prior to Grantor's violation of this Agreement, at Grantor's sole cost and expense, or (ii) reenter and take possession of the Historic Building and revert in Grantee, without cost or compensation by Grantee, the estate of Grantor in Grantor's Property (the "**Right of Reverter**").

Should Grantee elect to exercise the Right of Reverter, Grantor agrees to execute all documents necessary to cause Grantor's interest in Grantor's Property to revert and revert in Grantee. Should Grantee be required to exercise its rights under this Section 9, whether by seeking an injunction or exercising the Right of Reverter, Grantee shall reimburse Grantor for all costs incurred by Grantor pursuant to this Section 9, including, but not limited to, reasonable attorney's fees. The failure of Grantee to discover a violation or to take immediate action to correct a violation

agreements and understandings relating to the subject matter hereof. This Agreement may be amended or supplemented only by an instrument in writing executed by the Parties or their successors and filed with the Sanpete County Recorder. All exhibits and schedules attached hereto are incorporated herein by this reference for all purposes.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the Effective Date.

[Signatures and Acknowledgments Follow]

GRANTEE:

THE CITY OF FARMINGTON

By: _____
Name (Print): _____
Its: Authorized Agent

STATE OF UTAH)
)
) :ss
COUNTY OF _____)

On this ____ day of _____ 2023, personally appeared before me _____, personally known to me to be an Authorized Agent of THE CITY OF FARMINGTON, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for THE CITY OF FARMINGTON; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

Notary Public for the State of Utah

CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2023

BUSINESS: First Amendment to the Development Agreement
for the Trail Apartments

GENERAL INFORMATION:

See staff report prepared by Lyle Gibson, Asst.Comm. Development Director

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Lyle Gibson - Assistant Community Development Director
Date: 7/18/2023
Subject: FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE TRAIL APARTMENTS.

RECOMMENDATION(S)

Move that the City Council approve the included First Amendment to the Development Agreement for the Trail Apartments.

BACKGROUND

The Development Agreement for the Trail Apartments was approved in October of 2022 which allowed Evergreen Devco, Inc. to construct a residential project which includes some townhomes and an apartment building which wraps around a parking garage. As the details and engineering of the project have been refined over subsequent steps in the review process, needed and desired changes to the original agreement have been identified that are included with the amendment.

These changes set the terms for how improvements along Burke Lane will be handled, allow for use of the future park for staging, and modify the timeframes for when the park will be improved. The amendment also modifies requirements for signaling an intersection and the extent of how the trail on the south side of Spring Creek will be built.

Supplemental Information

1. Final Site Plan for the Trail Apartments.
2. First Amendment to the Development Agreement for the Trail Apartments.

Respectfully submitted,



Lyle Gibson
Assistant Community Development Director

Review and concur,



Brigham Mellor
City Manager

Phase 1 Site Data
 Site Area = 30,964 s.f. (1.61 ac.)
 Landscape Area Provided = 12,841 s.f. (25.4%)
 Impervious Area Provided = 25,721 s.f. (50.9%)
 Building Area = 12,000 s.f. (23.7%)
 Parking Provided = 79 stalls
 Street Parking Available = 10 stalls

Lot 2 Site Data
 Site Area = 463,410 s.f. (10,570 ac.)
 Landscape Area Provided = 114,932 s.f. (25%)
 Impervious Area Provided = 104,922 s.f. (23%)
 Building Area = 229,288 s.f. (46%)
 Parking Provided = 236 stalls
 Street Parking Available = 20 stalls

Lot 3 Site Data
 Site Area = 113,256 s.f. (2.60 ac.)
 Landscape Area Provided = 113,256 s.f. (100%)



Blank Land

	General Access Parking
	Existing Access Parking
	Minimum Driveway Parking
	Driveway Driveway Parking
	Access Driveway
	No Pav/Gravel Area
	Road PAV/Gravel/Grass to Street
	PAV/Gravel/Grass to Street

General Site Notes

1. All structures are to be built on well-sorted, medium-grained sand.
2. All lots shall be developed in accordance with the City of Farmington Zoning Ordinance.
3. All lots shall be developed in accordance with the City of Farmington Zoning Ordinance.
4. All lots shall be developed in accordance with the City of Farmington Zoning Ordinance.
5. All lots shall be developed in accordance with the City of Farmington Zoning Ordinance.
6. All lots shall be developed in accordance with the City of Farmington Zoning Ordinance.

Construction Survey Notes

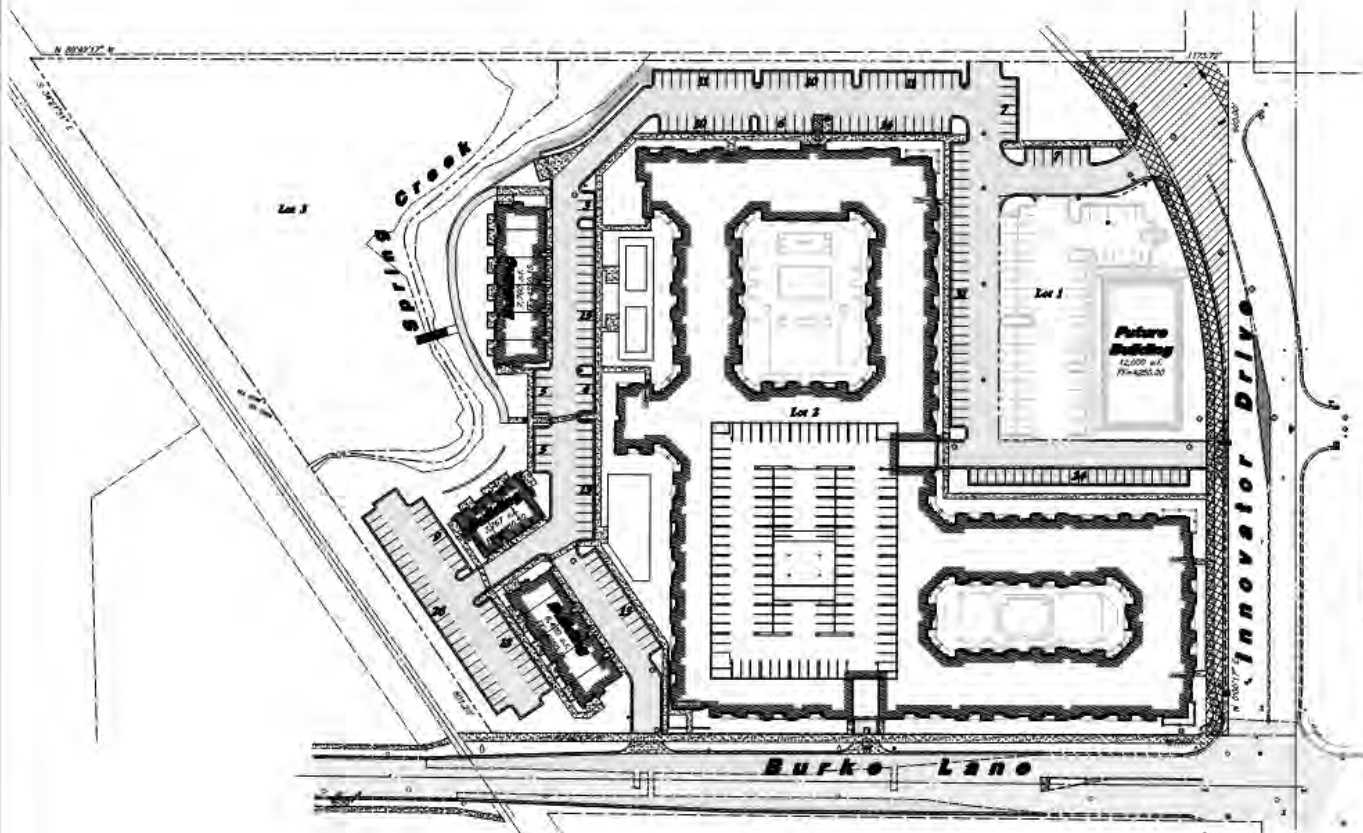
The Construction Survey Legend for this project will be provided by Anderson Walsh & Associates. The Construction Survey Legend for this project will be provided by Anderson Walsh & Associates. The Construction Survey Legend for this project will be provided by Anderson Walsh & Associates.

Survey Control Data

The contractor or engineer shall be responsible for obtaining the necessary survey data for this project. The contractor or engineer shall be responsible for obtaining the necessary survey data for this project. The contractor or engineer shall be responsible for obtaining the necessary survey data for this project.

GENERAL CONTRACTOR'S OBLIGATION

The contractor agrees that he shall remain solely and exclusively responsible for his own construction during the course of construction of this project, including safety of all persons and property that may be affected by his construction. The contractor shall be responsible for obtaining the necessary survey data for this project. The contractor shall be responsible for obtaining the necessary survey data for this project.



Overall Site Plan

The Trail - Evergreen
 Bruce Lane and Innovator Drive
 Farmington City, Utah

7 Apr 2023

CLO

AWA
 ANDERSON WALSH & ASSOCIATES
 1111 N. 1000 W. • Farmington, UT 84403
 435-752-1111

FIRST AMENDMENT TO THE

DEVELOPMENT AGREEMENT

FOR

THE TRAIL APARTMENTS

THIS FIRST AMENDMENT to the DEVELOPMENT AGREEMENT FOR THE TRAIL APARTMENTS entered into as of the 11st day of October, 2022 (this “Addendum”) is made and entered into as of the ____ day of _____ 2023 by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **EVERGREEN DEVCO, INC.**, a California corporation, or nominee hereinafter referred to as “Developer.”

RECITALS:

- A. The Parties entered into a Development Agreement for the Trail Apartments on October 11, 2022, in connection with the development of 14.4 acres of land.
- B. Developer applied to amend the Development Agreement to address necessary changes to the Developer’s obligations related to the trail on the South and East side of Spring Creek, and to address the City’s obligations related to a signal on Innovator Drive.
- C. The Parties have also agreed that the Developer’s contractors will replace certain right-of-way improvements beyond the scope of that which is necessary to serve their property, the cost for which improvements will be reimbursed by the City.
- D. The Parties desire to amend the Development Agreement pursuant to the terms and conditions set forth below.

AGREEMENT

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

- 1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Amendment and made a part hereof.
- 2. Effective Date of Amendment. This Amendment shall be effective as of the date on which both Parties have executed it.

3. Amendments.

A) Section (9)(c) shall be amended as follows:

c. Additional City Obligations:

- i. City shall construct the portions of Innovator Drive abutting the Property by April 30, 2025, including pavement and utilities to back of curb and a traffic signal at the intersection of Burke Lane and Innovator Drive. City shall construct by the same date, a full-traffic access point at the Northeast corner of the Property near the access point shown on Exhibit B. If shown to meet necessary warrants for a traffic signal at a future date, City shall install a traffic signal at the Northeast corner of the Property within 18 months of confirming data indicating a merited signal. All construction shall be at City's cost.
- ii. City agrees to construct no later than by April 30, 2025 a walking path on the 2.61-acre site shown on Exhibit B and a park on the 2.61 acre site and a bridge connecting the walking path on the 2.61 acre site to south side of Spring Creek creating a connection from The Trail to the City park.
- iii. City agrees to allow Developer to discharge Developer's 100 year stormwater volumes directly into City's stormwater system located near the intersection of Burke Lane and Innovator Drive. Developer is not required to provide detention/retention facilities onsite.
- jjj.

B) Subsection (9)(d)(i) shall be amended as follows:

- i. Developer agrees to construct a section of paved trail along the south side of Spring Creek as approved in the final site plan for the Project, which will serve as a pedestrian connection to the City-constructed bridge over Spring Creek.

C) A new subsection (9)(e) is adopted into the Agreement as follows:

e. Construction of Burke Lane Improvements: City and Developer agree to the following for the construction of improvements within the Burke Lane right-of-way.

- i. Developer shall install all improvements within the Burke Lane right-of-way substantially similar to that identified in Exhibit "C" of this Agreement and as approved on the final site plan by the city engineer.
- ii. Developer shall be financially responsible for installation and costs of improvements north of the existing improved or paved surface with the identified Burke Lane improvement area in Exhibit "C".
- iii. Developer shall install, but shall be reimbursed for costs of installation, of the following improvements:
 - a. Extension of asphalt as shown in Exhibit "C" and installation of curb and gutter on south side of Burke Lane.

- b. Demolition of concrete median and reconstruction of existing paved road section.
- iv. At City's sole discretion, the City may cancel the installation of improvements identified in subsection (9)(e)(iii) through written instrument, in which case the Developer's obligation to install the subsection (9)(e)(iii) improvements shall be void.

D) Exhibit "C" is adopted into the Agreement and is attached to this Amendment as "Exhibit C."

"CITY"
FARMINGTON CITY

ATTEST:

City Recorder

Mayor, Brett Anderson

Approved as to Form:

City Attorney

STATE OF UTAH, COUNTY OF DAVIS, ss:

This instrument was acknowledged before me on this ____ day of _____, 2023 by Brett Anderson, Mayor, on behalf of Farmington City Corporation.

Notary Public

My Commission Expires: _____

“Developer” – Evergreen Devco, Inc.

By: Tyler Carlson

Title: Managing Principal

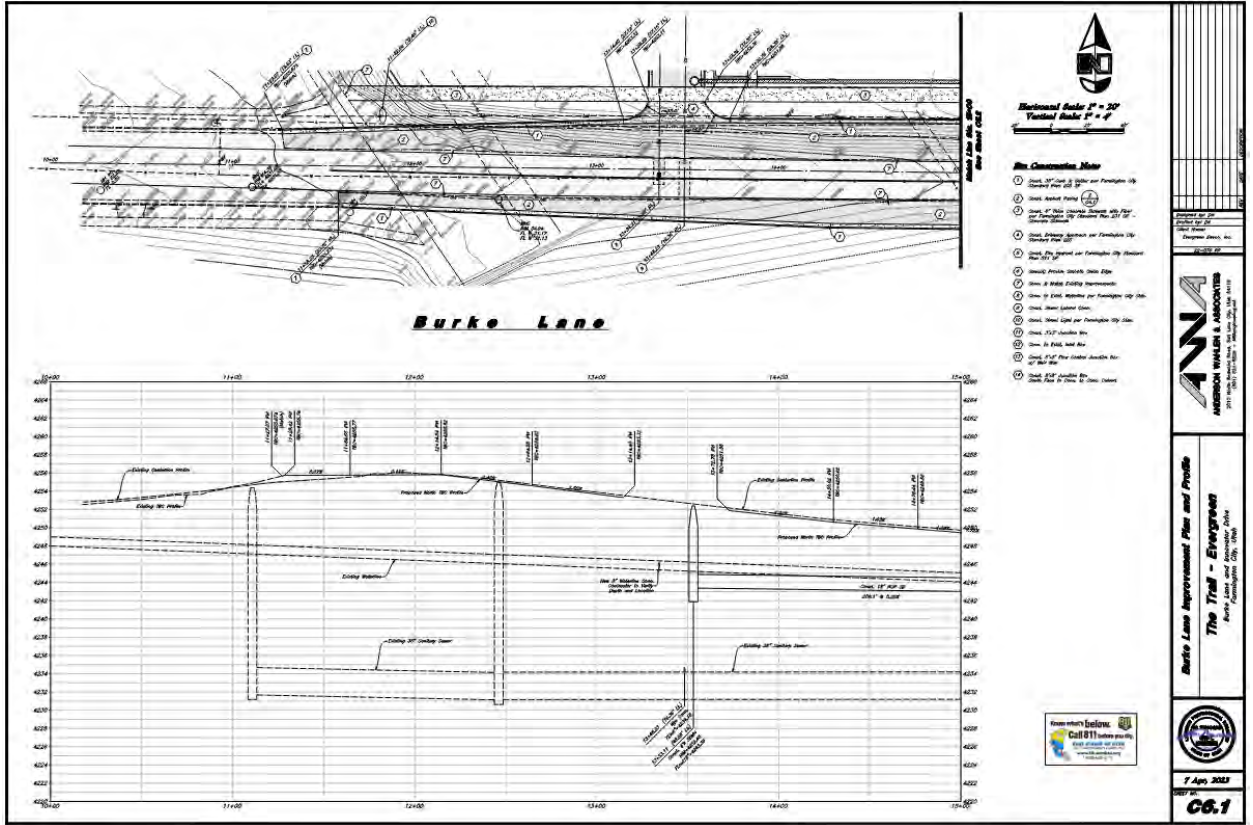
STATE OF COLORADO, COUNTY OF _____, ss:

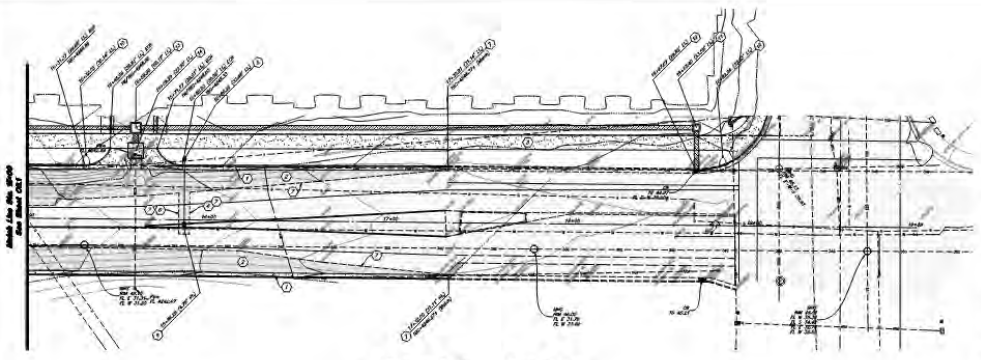
This instrument was acknowledged before me on this ____ day of _____, 2023 by Tyler Carlson, on behalf of Evergreen Devco, Inc., who being duly sworn, did say that he is the signer of the forgoing, who duly acknowledged to me that he executed the same.

Notary Public

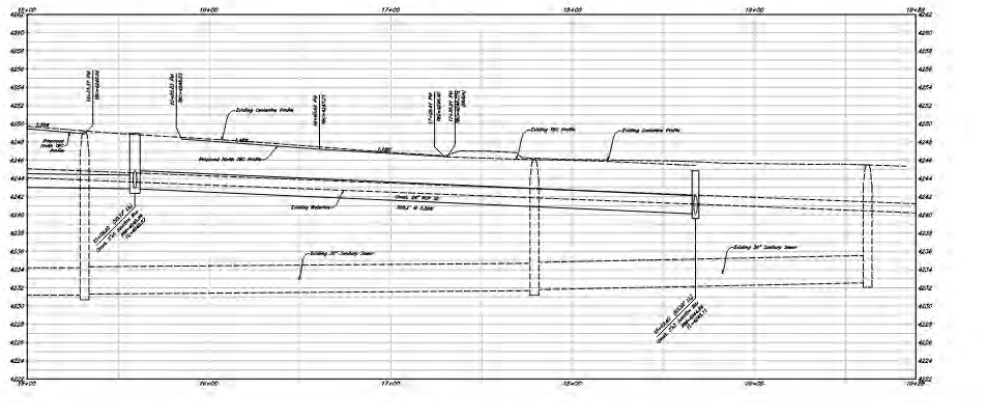
My Commission Expires: _____

Exhibit "C"





Burke Lane



- Horizontal Scale 1" = 30'**
Vertical Scale 1" = 4'
- See Construction Notes**
- 1 Check 10' manhole depth per Franchising City Standard 2012 2017
 - 2 Check manhole depth
 - 3 Check all pipe depths against city standard 2012 2017
 - 4 Check all pipe depths against city standard 2012 2017
 - 5 Check 10' manhole depth per Franchising City Standard 2012 2017
 - 6 Check 10' manhole depth per Franchising City Standard 2012 2017
 - 7 Check 10' manhole depth per Franchising City Standard 2012 2017
 - 8 Check 10' manhole depth per Franchising City Standard 2012 2017
 - 9 Check 10' manhole depth per Franchising City Standard 2012 2017
 - 10 Check 10' manhole depth per Franchising City Standard 2012 2017
 - 11 Check 10' manhole depth per Franchising City Standard 2012 2017
 - 12 Check 10' manhole depth per Franchising City Standard 2012 2017
 - 13 Check 10' manhole depth per Franchising City Standard 2012 2017
 - 14 Check 10' manhole depth per Franchising City Standard 2012 2017
 - 15 Check 10' manhole depth per Franchising City Standard 2012 2017
 - 16 Check 10' manhole depth per Franchising City Standard 2012 2017
 - 17 Check 10' manhole depth per Franchising City Standard 2012 2017
 - 18 Check 10' manhole depth per Franchising City Standard 2012 2017
 - 19 Check 10' manhole depth per Franchising City Standard 2012 2017
 - 20 Check 10' manhole depth per Franchising City Standard 2012 2017

Burke Lane Improvement Plan and Profile

The Trail - Evergreen
 Burke Lane and Division Drive
 Franchising City, Ohio

7 Apr 2013

CS.2

CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2023

SUMMARY ACTION:

1. Local Government Agreement for Utility Relocation coordination for the Main street Widening Project
2. Updated Investment Policy
3. Approval of Minutes for 06.20.2023

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Chad Boshell, City Engineer
Date: July 18, 2023
Subject: CONSIDER APPROVAL OF A LOCAL GOVERNMENT AGREEMENT FOR UTILITY RELOCATION COORDINATION FOR THE MAIN STREET WIDENING PROJECT

RECOMMENDATION

Approve the local government agreement with UDOT and Serio Consulting for the utility relocation coordination of the Main Street Widening Project in the amount of \$84,705.12 and authorize Chad Boshell to electronically sign the agreement

BACKGROUND

The Main Street Widening Project is currently under design. There are many utilities that are being affected and need to be relocated by the project. Through their selection process, UDOT has selected Serio Consulting to perform the utility coordination work and will be paid through the project funds. Staff recommends approving the agreement for the utility coordination work.

SUPPLEMENTAL INFORMATION

1. Agreement

Respectfully submitted,



Chad Boshell, P.E.
Assistant City Manager

Review and concur,



Brigham Mellor
City Manager



LOCAL GOVERNMENT CONTRACT

STATE OF UTAH
LOCAL GOVERNMENT
CONSULTANT SERVICES
2022-2025 LG POOL (SMALL PURCHASE)
COST PLUS FIXED FEE

CONTRACT NO. _____
EFFECTIVE DATE _____
TRACKING NO. _____

Project No.: F-0106(21)8
PIN Description: Main Street (SR-106); Park Lane to Shepard Lane
FINET Prog No.: 5533415D
PIN No.: 16933
Work Discipline: Utility Coordination

1. **CONTRACTING PARTIES:** This contract is between Farmington City, referred to as LOCAL AUTHORITY and

Serio Consulting, Llc
3917 N Mountain Oak Drive
Eden, UT 84310

Legal Status of Consultant: Limited Liability Corp

Fed ID No.: 81-4902127

referred to as CONSULTANT, and approved by the Utah Department of Transportation, referred to as DEPARTMENT.

2. **WORK DISCIPLINE:** The CONSULTANT is professionally qualified in Utility Coordination services as further described in Attachment C.

3. **SCOPE OF WORK / CONTRACT PERIOD:** The Scope of Work will end October 1, 2025 and the Contract will terminate October 1, 2026, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.

4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of \$84,705.12 for costs authorized by this contract as further described in Attachment D.

5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

- Attachment A – Certification of Consultant and Local Authority
- Attachment B – Standard Terms and Conditions
- Attachment C – Services Provided by the Consultant
- Attachment D – Fees
- Attachment E – Insurance

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONSULTANT - Serio Consulting, Llc

LOCAL AUTHORITY - Farmington City

By:  _____ 06/22/2023
Title: Owner/President Date
Printed Name: Debra Serio

By: _____
Title: _____ Date
Printed Name: _____

UTAH DEPARTMENT OF TRANSPORTATION

DEPARTMENT Comptroller's Office

By:  _____ 06/22/2023
Title: Director of Preconstruction Date

By: _____
Title: Contract Administrator Date

CERTIFICATION OF CONSULTANT

By signing this contract on behalf of the CONSULTANT, I hereby certify I am a duly authorized representative of **Serio Consulting, Llc** and that neither I nor the above CONSULTANT I hereby represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I understand that I am providing this certificate to the Utah Department of Transportation and agencies of the U.S. Department of Transportation regarding this contract. Payment of my fees under this contract may involve Federal-aid Funds. Therefore, my work under this contract is subject to applicable State and Federal laws, both criminal and civil.

Each person signing this Contract represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Contract and the performance of each party's obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the parties and enforceable in accordance with its terms. Further, that CONSULTANT is registered with the Utah Department of Commerce and is in good standing.

The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

CERTIFICATION OF LOCAL AUTHORITY

By signing this contract on behalf of the LOCAL AUTHORITY, I hereby certify I am the duly authorized representative of **Farmington City** and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I understand that I am providing this certificate to the Utah Department of Transportation and agencies of the U.S. Department of Transportation regarding this contract. Money the LOCAL AUTHORITY receives under this contract may involve federal-aid funds, thus making the LOCAL AUTHORITY a subrecipient of federal aid funds. Therefore, all work performed under this contract by employees of the LOCAL AUTHORITY or its CONSULTANTS or SUBCONSULTANTS is subject to applicable State and Federal laws, both criminal and civil.

This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

**LOCAL GOVERNMENT
CONSULTANT SERVICES CONTRACT
STANDARD TERMS AND CONDITIONS**

1. **AUTHORITY:** The Utah Transportation Code § 72-1-202(2) and Utah Admin. Code Rule r907-66 provide authority to execute this contract.

2. **CONFLICT OF TERMS:** No other terms and conditions will apply to this Contract, including terms listed or referenced on the CONSULTANT's website, quotation/sales order, purchase orders, or invoice. In the event of any conflict in the contract terms and conditions, the order of precedence is: (a) additional required federal terms, if any, (b) this Attachment B; (c) DEPARTMENT's Contract Signature Page(s); (d) State of Utah's Additional Terms and Conditions, if any. Attachment B will be given precedence over any provisions including, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by or exception created by more specific terms elsewhere in this Contract.

3. **CONTRACT JURISDICTION AND COMPLIANCE WITH THE PROFESSIONAL STANDARD OF CARE, APPLICABLE LAWS, AND THE DEPARTMENT'S STANDARD SPECIFICATIONS AND STANDARD DRAWINGS:** Should another section of this contract conflict with this section 3, the terms of this section will control. The provisions of this contract will be governed by the laws of the State of Utah. As to all services provided under this contract, the CONSULTANT will furnish services by skilled and experienced personnel and under the supervision of skilled and experienced professionals licensed in Utah, as applicable, and will exercise a degree of care and diligence in the performance of these services following the customary professional standards currently practiced by firms in Utah and will comply with any and all applicable codes, laws, ordinances, administrative rules, federal regulations and the DEPARTMENT'S Standard Specifications and Standard Drawings currently in effect, and this contract (the Standard of Care).

As to any drawings, plans, specifications, or other documents or materials provided or prepared by the CONSULTANT or its sub-consultants, the CONSULTANT agrees to comply with all applicable laws, statutes, administrative rules, federal regulations, building codes, and the DEPARTMENT'S Standard Specifications and Standard Drawings currently in effect.

All professional design services and associated products or instruments of those services provided by the CONSULTANT will comply with all applicable codes, laws, administrative rules, and regulations of any state or federal governmental entity, including, but not limited to, the United States Department of Transportation with the LOCAL AUTHORITY and the DEPARTMENT serving as the interpreter of the intent and meaning of any other applicable code or rule.

4. **RECORDS ADMINISTRATION:** The CONSULTANT must maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records must be retained by the CONSULTANT for a period of at least seven (7) years after the contract terminates, or until all audits initiated within the seven years have been completed, whichever is later. These records must be made available at all reasonable times during the seven-year period for audit and inspection by the LOCAL AUTHORITY or the DEPARTMENT and other authorized State or Federal auditors. The CONSULTANT'S records supporting the cost proposal must also be retained and made available for review by authorized Federal or State staff. Copies of requested records must be furnished to the LOCAL AUTHORITY or the DEPARTMENT upon request.

5. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Utah Code § 67-16-7. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than their employment or retention by the LOCAL AUTHORITY or the DEPARTMENT through this contract, in any contract or subcontract in connection with this project (Reference 23 C.F.R. § 1.33 (2022)).

The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract other than its fees.

6. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way on this contract the services of any present or former DEPARTMENT employee who was involved as a decision-maker in the selection or approval processes or who negotiated or approved billings or contract modification for this contract.
7. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT must be an independent contractor, and as such, may not have authority, express or implied to bind the LOCAL AUTHORITY or the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the LOCAL AUTHORITY, except as specifically authorized and set forth herein. Persons employed by the LOCAL AUTHORITY and acting under the direction of the LOCAL AUTHORITY may not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT for its services herein will be the total compensation payable hereunder by the LOCAL AUTHORITY.
8. **INDEMNITY - LIABILITY:**
- (a) The CONSULTANT must hold harmless and indemnify the DEPARTMENT and the LOCAL AUTHORITY, their officers, authorized agents and employees from and against claims, suits and cost, including reasonable attorneys' fees, for injury or damage to the extent caused by the negligent acts, errors, omissions, or willful misconduct of the CONSULTANT, or its subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.
 - (b) The CONSULTANT is an independent contractor contracted with the LOCAL AUTHORITY and approved by the DEPARTMENT. Any periodic plan and specification review or construction inspection performed by the LOCAL AUTHORITY or DEPARTMENT arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with the Standard of Care.
 - (c) No party to this contract will be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this contract, or out of any goods or services furnished hereunder.
9. **SEVERABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and will not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
10. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT must furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance for each type of insurance required, to be approved by the DEPARTMENT and the LOCAL AUTHORITY, before the CONSULTANT begins work under this contract.

In the event any work is subcontracted, the CONSULTANT is responsible for determining whether to require its subconsultants to maintain the same minimum coverages as the prime, or to assume the risk for subconsultant services under its own policies.

Any insurance coverage required herein written on a "claims made" form rather than an "occurrence" form will: provide full prior acts coverage or have a retroactive date effective before execution of this contract; and, be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT and for a period of at least three (3) years following the end of the term of the contract or contain a comparable "extended discovery" clause (on construction phase contracts or modifications for construction engineering management, the insurance must remain in effect for one (1) year after completion of the contracted services). Evidence of current extended discovery coverage and the purchase options available upon policy termination will be provided to the LOCAL AUTHORITY and the DEPARTMENT.

The following policies of insurance will be issued by insurance companies licensed to do business in the State of Utah and must: be either currently rated "A" or better by A.M. Best Company and have an A.M. Best Company financial size category rating of not less than VIII; or, listed in the United States Treasury Department's current Listing of Approved (Department Circular 570), as amended.

Standard Required Insurance Policies

- (a) *Commercial General Liability*: The CONSULTANT will secure and maintain General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- (b) *Commercial Automobile Liability*: The CONSULTANT will secure and maintain commercial automobile insurance that provides coverage for owned, hired, and non-owned automobiles with a combined single limit of not less than \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, and \$250,000 Property Damage.
- (c) *Worker's Compensation and/or Employer's Liability*: The CONSULTANT will secure and maintain worker's compensation and employer's liability insurance sufficient to cover all of the CONSULTANT's employees pursuant to Utah law, unless a waiver of coverage is allowed and acquired pursuant to Utah law. If covered by the Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (d) *Professional Liability*: The CONSULTANT will secure and maintain professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

Non-standard Insurance Policies

- (e) *Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media)*: Valuable papers and records coverage and/or electronic data processing (data and media) coverage for the physical loss or destruction of the work product including drawings, plans, specifications, and electronic data and media. Such insurance must be of a sufficient limit to protect the CONSULTANT, its subconsultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
- (f) *Watercraft/Protection & Indemnity (P&I) and Aircraft Liability*: If the CONSULTANT will use its own watercraft/aircraft or employs watercraft/aircraft in connection with the services provided in this contract, watercraft/aircraft liability insurance with limits of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate is required.
- (g) *Unmanned Aerial Systems (UAS) Liability*: If the CONSULTANT will use UAS (e.g. drones) with the services provided in this contract, UAS liability insurance with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 aggregate is required.
- (h) *High Risk Blasting Liability*: If the CONSULTANT will perform high risk blasting as part of the services provided in this contract, high risk blasting insurance equal to 75% of the Engineer's Construction Estimate, and with limits not less than \$5,000,000 is required.
- (i) *Data Integrity Liability*: If the CONSULTANT has access to or has on its own computer system any sensitive personal or financial information regarding DEPARTMENT employees or any party doing business with the DEPARTMENT, data integrity insurance with a limit of not less than \$3,000,000 is required. Data Integrity insurance specifically covers privacy liability and network security liability for any personal information stolen from any computer or network and used against that individual in any way.

All required certificates and policies will provide that coverage thereunder will not be canceled or modified without providing thirty (30) days prior written notice to the DEPARTMENT in a manner approved by the Assistant Attorney General for the DEPARTMENT, either by the insurance carrier or the named insured.

In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the CONSULTANT must provide a new certificate of insurance within thirty (30) days after being notified

thereof in writing by the DEPARTMENT certifying coverage in compliance with the modified limits or, if no limits are specified, in an amount acceptable to the DEPARTMENT.

If coverage limits are different for this contract, it will be designated in Attachment E.

Policies referred to in 10(a), 10(b), 10(f), 10(g), and 10(i) above must have endorsements which include language for Additional Insureds stating that the policies are amended to include an organization whom the CONSULTANT has agreed to add as an Additional Insured by contract, and must state the coverage is afforded on a primary and noncontributory basis.

Policies referred to in 10(a) and 10(b) limits can be covered either with the insurance policy alone, or a combination of the insurance policy and an umbrella insurance policy.

All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by the State of Utah, Risk Manager.

- 11. QUALIFIED HEALTH COVERAGE:** The CONSULTANT agrees that if the CONSULTANT has an initial contract of \$2,000,000 or more, or the contract and modifications are anticipated in good faith to exceed \$2,000,000, or the CONSULTANT has a subcontract at any tier that involves a sub-consultant that has an initial subcontract of \$1,000,000 or more, and/or the CONSULTANT has a subcontract at any tier that is anticipated in good faith to exceed \$1,000,000; hereby certifies the following.
- (a) The CONSULTANT and all applicable sub-consultants have and will maintain an offer of qualified health coverage for their employees, as defined in Utah Code § 26-40-115 for the employees who live and/or work within the State of Utah, along with their dependents, during the duration of the contract.
 - (b) Employee, for purposes of these requirements, must be no broader than the use of the term employee for purposes of State of Utah Workers' Compensation requirements.

The CONSULTANT must demonstrate its compliance with this part and Utah Code § 72-6-107.5 at the time this contract is executed, and its continued compliance is subject to audit by the DEPARTMENT or the Office of the Legislative Auditor General. The CONSULTANT and all applicable sub-consultants must be subject to all applicable penalties. The CONSULTANT will provide these same requirements in all applicable subcontracts at every tier.

12. PROGRESS:

- (a) The CONSULTANT may not begin the work governed by this contract prior to receiving an official Notice to Proceed from the DEPARTMENT. The CONSULTANT must prosecute the work diligently and to the satisfaction of the LOCAL AUTHORITY and the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by agencies of the U.S. Department of Transportation.
- (b) Any one of the three parties may request a progress meeting; to be held at the office of any, or at a place designated by the DEPARTMENT. The CONSULTANT will prepare and present written information and studies to the LOCAL AUTHORITY and the DEPARTMENT so it may evaluate the features and progress of the work. The meetings must also include inspection of the CONSULTANT'S services and work products when requested by the LOCAL AUTHORITY or the DEPARTMENT.
- (c) The CONSULTANT will be required to perform such additional work as may be necessary to correct the failure to meet the Standard of Care caused by the CONSULTANT'S breach of its Standard of Care in the work required under the contract without undue delays and without additional cost to the LOCAL AUTHORITY and the DEPARTMENT.
- (d) At any time, the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the CONSULTANT must immediately notify in writing that the CONSULTANT cannot meet specified time or budget requirements and why. The LOCAL

AUTHORITY and the DEPARTMENT may, at their sole discretion, agree to modify the contract in writing.

- (e) The LOCAL AUTHORITY or the DEPARTMENT may terminate this contract in accordance with the termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress on the contract work, or failure to provide satisfactory work product quality.
- (f) Should the LOCAL AUTHORITY or the DEPARTMENT desire to suspend the work, but not terminate the contract, the LOCAL AUTHORITY or the DEPARTMENT will notify the CONSULTANT verbally to suspend work immediately. The LOCAL AUTHORITY or the DEPARTMENT will follow this verbal notification with a written confirmation within two (2) business days. When the LOCAL AUTHORITY or the DEPARTMENT provides verbal notification to the CONSULTANT to suspend work the CONSULTANT agrees to comply immediately or as directed by the LOCAL AUTHORITY or the DEPARTMENT. The work may be reinstated upon 30-days advance written notice from the LOCAL AUTHORITY or the DEPARTMENT.
- (g) Unless extended or terminated in writing, this contract will terminate on the Contract Expiration Date.

13. **REVIEW AND INSPECTION OF WORK:** It is expressly understood and agreed that authorized representatives of the LOCAL AUTHORITY, DEPARTMENT and, when Federal Funds are used, the agencies of the U.S. Department of Transportation will have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.

14. **NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Utah Code §§34a-5-101 - 112 , and Titles VI and VII of the Civil Rights Act of 1964 (42 USC §§ 2000e – 2000e-17), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Orders 11375 and 13665 and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60), which prohibits discrimination on the basis of age; 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; and Executive Order 13672, Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity.

The CONSULTANT agrees to abide by the provisions of Title 42 U.S.C Chapter 21F. Prohibiting Employment Discrimination on the Basis of Genetic Information.

The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace. Sections 49 C.F.R. 21 through Appendix C (2022) and 23 C.F.R. 710.405(b) (2022) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway or transit funds. The CONSULTANT further agrees to furnish documentation to the LOCAL AUTHORITY or DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT must comply with the Americans with Disabilities Act (ADA).

The CONSULTANT must not discriminate in the performance of this contract on the basis of race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability, sexual orientation, or gender identity. The CONSULTANT must carry out applicable requirements of 49 C.F.R. Part 26 (2022) in the award and administration of federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate. During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest agrees to abide by **41 CFR 60-1.4(a) (1 – 8) Equal opportunity clause (the "EEO clause")**, which is incorporated by reference. Where the EEO clause uses contractor substitute CONSULTANT. Where the EEO clause uses the recipient substitute DEPARTMENT.

Where Title VI **APPENDICES A and E** in the remainder of this section use contractor, substitute CONSULTANT. Where the Title VI **APPENDICES A and E** in the remainder of this section use the recipient, substitute DEPARTMENT.

APPENDIX A: During the performance of this contract, for itself, its assignees and successors in interest (hereinafter in referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or Federal Aviation Administration (FAA) as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, FTA, or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for A non-compliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E – During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS: By signing this contract, the CONSULTANT certifies that to the best of their knowledge and belief that it or its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 15(b) of this certification; and
- (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT must provide an explanation to accompany this contract. Exceptions will not necessarily result in denial of award but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted must identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

The CONSULTANT must include this Certification Regarding Debarment, Suspension and Other Responsibility Matters requirement in its contracts with subconsultants.

- 16. BACKGROUND CHECKS:** The DEPARTMENT may require the CONSULTANT and all employees of the CONSULTANT to undergo a background investigation, to be conducted by the Attorney General or the Bureau of Criminal Investigation, to the satisfaction of the DEPARTMENT. The background investigation will consist of a review of, but may not be limited to, criminal conduct including the use of controlled substances. The CONSULTANT represents that its employees assigned to work under this contract are competent in their respective fields, licensed if applicable, as required by the State of Utah, and are legally able to fulfill their work obligations.
- 17. CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS:** The CONSULTANT agrees to conform to the lobbying restrictions established by the Byrd Amendment, 31 U.S.C. § 1352, for contracts exceeding \$100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of its knowledge and belief, that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which the DEPARTMENT relied when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this contract it will require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients must certify and disclose accordingly.

- 18. CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING:** The CONSULTANT hereby certifies by executing this Contract that the CONSULTANT will comply with all applicable provisions of Utah Admin. Code Rule R916-6 - Drug and Alcohol Testing in State Construction Contracts and Utah Code § 63G-6a-1303 throughout the term of this Contract, unless the CONSULTANT is exempted from these provisions by state or federal law. The CONSULTANT must provide this requirement in its contracts with subconsultants.

19. **COMPLIANCE WITH THE JOHN S. MCCAIN NATIONAL DEFENSE AUTHORIZATION ACT:** The CONSULTANT certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 C.F.R. § 200.216.
20. **CONSULTANT COST CERTIFICATION:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT has previously submitted a CONSULTANT certification of final indirect costs in accordance with the 2 C.F.R. Part 200 Subpart E Cost Principles, 48 C.F.R. Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 USC § 112(b)(2)(B), if so required, and in the DEPARTMENT Financial Screening Application.
21. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:** All intellectual property rights (including, without limitation, copyrights and trade secrets) to information and materials developed or owned by the LOCAL AUTHORITY and disclosed or supplied to the CONSULTANT while performing the services under this Contract will belong exclusively to the LOCAL AUTHORITY ("the LOCAL AUTHORITY'S Work"). All intellectual property rights (including, without limitation, copyrights and trade secrets) to the work product of CONSULTANT, whether developed by CONSULTANT before or in the course of providing the services ("the CONSULTANT'S Work"), will belong exclusively to the CONSULTANT, provided that such intellectual property rights of the CONSULTANT will not extend to any portion of the LOCAL AUTHORITY'S Work which is incorporated into the CONSULTANT'S Work. The LOCAL AUTHORITY will retain ownership of any information specific to its employees or operations contained in the CONSULTANT'S Work, any LOCAL AUTHORITY confidential information that is incorporated into the CONSULTANT'S Work, and any conclusions or recommendations therein that are specific to the LOCAL AUTHORITY and not of general utility. Except as otherwise provided in this Section, all Deliverables produced by the CONSULTANT and covered by this Contract will be owned by the LOCAL AUTHORITY. To the extent that any of the CONSULTANT'S intellectual property is embedded in Deliverables provided to the LOCAL AUTHORITY under this Contract, the CONSULTANT hereby grants to LOCAL AUTHORITY a non-exclusive, irrevocable, perpetual, and royalty-free license to use such intellectual property for business purposes to the extent necessary to permit the LOCAL AUTHORITY to utilize the CONSULTANT'S Work under this Contract. At the CONSULTANT's request, the LOCAL AUTHORITY will incorporate any proprietary notice the CONSULTANT may reasonably include for any intellectual property contained in a Deliverable in all copies the LOCAL AUTHORITY makes of that Deliverable. If the CONSULTANT incorporates into the CONSULTANT'S Work any information to which the CONSULTANT'S obligations of confidentiality under this Contract apply, the incorporated information will remain subject to such obligations of confidentiality.

The LOCAL AUTHORITY grants to the CONSULTANT a non-exclusive license for non-commercial, internal, educational and research use of work products developed or produced by the CONSULTANT under this contract, subject to the provisions of this contract. The use of physical products is subject to availability. Physical products will be transported and maintained at the expense of the CONSULTANT, should transportation and maintenance be necessary in conjunction with this use.

The CONSULTANT may secure through patents or trademarks, the right, title, or interest throughout the world of any invention that may be created or developed under this contract, as provided in 37 C.F.R. 401.14, except for Section 401.14(g). The LOCAL AUTHORITY will be entitled to the same rights granted to the Federal Government under 37 C.F.R. 401.14 and adopts that regulation for that purpose. The CONSULTANT will retain all rights provided for the LOCAL AUTHORITY in this clause, and the LOCAL AUTHORITY will not, as part of the consideration for awarding this contract, obtain rights in the CONSULTANT'S subject inventions. The LOCAL AUTHORITY will be granted a non-exclusive, irrevocable, royalty-free license to use, practice, employ, or have practiced for or on behalf of the LOCAL AUTHORITY the subject invention throughout the world. These license provisions will be considered one of the deliverables due under this contract. When federal transportation funds make up all or part of the remuneration under this contract (as documented elsewhere in these Special Provisions), the United States Department of Transportation must also be named as a grantee, along with the LOCAL AUTHORITY, in the license provisions described above.

The CONSULTANT may secure copyrights on information, designs, analyses, processes, reports, and the intellectual innovations that may be created or developed under this contract, subject to the provisions of this contract, including the provisions of the "Publication or Use of Work Product Outside of This

Contract" clause.

The LOCAL AUTHORITY reserves a non-exclusive, irrevocable, royalty-free license to reproduce, publish, distribute, disclose, modify, implement, or otherwise use, and to authorize others to use, the copyright in any Deliverables under this contract, and any rights of copyright to which the CONSULTANT purchases ownership under this contract.

The right of the CONSULTANT to apply for patents, copyrights or trademarks must be limited to the statutory period defined by United States Code and other applicable Federal regulations.

It is further specifically agreed between the parties executing this contract that the above provisions must be interpreted and administered in accordance with State and Federal non-disclosure and disclosure laws, rules, regulations and policies governing patents, copyrights, trademarks, rights of privacy and freedom of public information.

- 22. RIGHT OF FUTURE DEVELOPMENT:** The parties agree that the LOCAL AUTHORITY and the DEPARTMENT and third parties that may be under separate contract to the LOCAL AUTHORITY or the DEPARTMENT may perform future additional developments or enhancements to information, designs, analyses, computer elements, devices, data, test results, reports, graphics, presentations, visual aids, intellectual innovations that are derived from the work products developed and delivered under this contract. Neither the LOCAL AUTHORITY nor the DEPARTMENT will be obligated to obtain the services of the CONSULTANT to perform these additional developments or enhancements. Likewise, the CONSULTANT, after completion of this contract, may perform future additional developments or enhancements to the work products produced and delivered under this contract without the necessity of granting the LOCAL AUTHORITY or the DEPARTMENT a license of use for these additional developments or enhancements. Any reuse, misuse, or use of modified or incomplete deliverables will be at the sole risk of the LOCAL AUTHORITY or the DEPARTMENT or the third party in possession of CONSULTANT'S deliverable and the CONSULTANT makes no representation to any third party with respect to any good or service performed under this contract and will not be liable for any reuse, misuse, or use of modified or incomplete deliverables under any theory of recovery.
- 23. PUBLICATION OR USE OF WORK PRODUCT OUTSIDE OF THIS CONTRACT:** During the entire term of this contract the CONSULTANT must not issue, offer, publish, or submit for publication any document, report, paper, technical notes, documentation, specification, graphic, or other media products produced in connection with the work of this contract without first submitting the Deliverables required by this contract to the LOCAL AUTHORITY and the DEPARTMENT for their review, and notifying the LOCAL AUTHORITY and the DEPARTMENT of the intent to publish.

In the event CONSULTANT wishes to publish research results prior to the submission of contract deliverables, CONSULTANT must first provide to LOCAL AUTHORITY and the DEPARTMENT written notice of CONSULTANT'S intent to publish and a draft of such publication. Unless waived by the LOCAL AUTHORITY and the DEPARTMENT, the LOCAL AUTHORITY and the DEPARTMENT will have thirty (30) days after receipt of the draft publication to request in writing the removal of portions deemed by LOCAL AUTHORITY or the DEPARTMENT to contain confidential or patentable material owned by the LOCAL AUTHORITY or THE DEPARTMENT, or to request a delay in submission of the draft for publication pending CONSULTANT'S submission of overdue contract deliverables or LOCAL AUTHORITY'S or the DEPARTMENT'S application for patent protection. If CONSULTANT does not receive the LOCAL AUTHORITY'S or the DEPARTMENT'S written response to the notice of intent to publish within the thirty (30) day period, then the LOCAL AUTHORITY or the DEPARTMENT will be deemed to have consented to such publication. If DEPARTMENT requests a delay in submission of publication for patent protection, CONSULTANT will have no obligation to delay publication for longer than three (3) months following delivery of CONSULTANT'S notice of intent to publish. If the LOCAL AUTHORITY or the DEPARTMENT requests a delay in submission of publication due to overdue deliverables, submission of publication by the CONSULTANT prior to completing those contract deliverables will be grounds for termination of this contract. Student reports, theses, and dissertations, published internally by the CONSULTANT will not be subject to these delay provisions.

If this contract is terminated by the LOCAL AUTHORITY or the DEPARTMENT, the CONSULTANT agrees to the publication restrictions stated above for a period of six (6) months following the date of termination.

Information supplied by LOCAL AUTHORITY or the DEPARTMENT to CONSULTANT and identified by the LOCAL AUTHORITY or the DEPARTMENT as proprietary, confidential, protected or security-sensitive information must not be included in any material published by CONSULTANT without prior written consent of the LOCAL AUTHORITY or the DEPARTMENT.

The restrictions and procedures described in this provision will apply to the release of any information or documents to the media. The CONSULTANT must inform the UDOT point of contact of all media inquiries.

- 24. PUBLIC INFORMATION:** CONSULTANT agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). CONSULTANT gives the DEPARTMENT, the LOCAL AUTHORITY, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, under section 63G-2-309 and expressly approved by DEPARTMENT, CONSULTANT also agrees that the CONSULTANT'S solicitation responses will be public records, and copies may be given to the public as permitted under GRAMA. The DEPARTMENT, the LOCAL AUTHORITY and the State of Utah are not obligated to inform CONSULTANT of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

Requests from the media or other members of the public for records that have not already been issued, published, or submitted for publication must be addressed in accordance with the GRAMA, Utah Code Title 63G, Chapter 2.

CONSULTANT agrees to cooperate and assist the LOCAL AUTHORITY and the DEPARTMENT to respond to requests it receives pursuant to the GRAMA by searching for and producing records belonging to LOCAL AUTHORITY or the DEPARTMENT in a timely manner and consistent with the requirements of the GRAMA.

- 25. USE OF PATENTED, COPYRIGHTED OR TRADEMARKED ITEMS:** The CONSULTANT will be fully responsible for the legal use and the related payment of any royalties or fees for any materials, products, devices, processes, computer elements, designs, specifications, publications, graphics, visual media, etc., that are protected by patents, copyrights or trademarks, or that are owned by third parties to this contract, in conjunction with CONSULTANT's execution of its work in this contract. In the event that any of the above items are to be incorporated into the deliverables or products which will be provided to the LOCAL AUTHORITY or the DEPARTMENT as a result of the work of this contract, whether owned by the CONSULTANT before entering into this contract or not, such use must be specifically authorized in this contract or by prior written approval from the LOCAL AUTHORITY or the DEPARTMENT. When the LOCAL AUTHORITY or DEPARTMENT provides such authorization, the CONSULTANT will secure the rights of use of these patented, copyrighted or trademarked items for the LOCAL AUTHORITY or the DEPARTMENT, at the LOCAL AUTHORITY's or DEPARTMENT's expense. An original executed copy of the right-to-use agreement will be delivered to and approved by the LOCAL AUTHORITY and the DEPARTMENT before commencing use of these item(s). The CONSULTANT will be responsible for paying all royalties and fees for said use during the entire term of this contract. To the extent that these royalties and fees are incurred exclusively and specifically for this contract and are shown in Attachment C of this contract, these costs are allowable expenses to the contract. The CONSULTANT must indemnify, save harmless and release the LOCAL AUTHORITY and the DEPARTMENT from claims of DEPARTMENT's or LOCAL AUTHORITY's direct, non-willful patent, copyright or trademark infringement, or for directly-resulting costs, expenses, penalties and damages that may be obligated by reason of a direct, non-willful infringement by DEPARTMENT or LOCAL AUTHORITY resulting from the work performed, services rendered or deliverables furnished under this contract which are caused by the negligence of the CONSULTANT. When Federal funds make up all or part of the remuneration under this contract, the United States Department of Transportation must be named along with the LOCAL AUTHORITY and the DEPARTMENT in all legal agreements covering use of patented, copyrighted or trademarked items.
- 26. CONFIDENTIALITY:** If, in order to perform the work under this contract, the CONSULTANT is given access to confidential, protected, security-sensitive or proprietary business, technical or financial information regarding persons, materials, products, devices, processes, plans, designs, computer

elements, analyses, data, etc., the CONSULTANT agrees to treat such information as confidential and must not appropriate such information to its own use or disclose it to third parties at any time, neither during the term of this contract nor after contract termination, without specific written authorization by the LOCAL AUTHORITY and the DEPARTMENT to do so unless, except to the extent such disclosure is required by law, rule, regulation, court order, government investigation or whistleblower subpoena. The LOCAL AUTHORITY or DEPARTMENT will clearly identify those items as confidential at the time they are transmitted or disclosed to the CONSULTANT and they may be listed in Attachment C of this contract if known at the time of contract execution. The CONSULTANT must require adherence by its officers, agents, volunteers, employees and subcontractors to these confidentiality provisions.

The foregoing obligations will not apply if the said confidential, security-sensitive or proprietary information:

- (a) Is found to be in the public domain at the time of receipt by the CONSULTANT;
- (b) Is published or otherwise becomes part of the public domain after receipt by and through no fault of the CONSULTANT;
- (c) Was in possession of the CONSULTANT at the time of receipt and was not acquired by CONSULTANT directly or indirectly from the DEPARTMENT or an agency of the State of Utah; or
- (d) Was or is later received by the CONSULTANT from a third party other than an agency of the State of Utah, which did not require the CONSULTANT to hold such information in confidence.

27. **ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT must not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the LOCAL AUTHORITY or the DEPARTMENT. The amount billed to the LOCAL AUTHORITY and the DEPARTMENT for subconsultant costs will be the same amount the CONSULTANT actually pays the subconsultant for services required by this contract. All payments made by the CONSULTANT to the subconsultant for services required by this contract will be subject to audit by the LOCAL AUTHORITY or the DEPARTMENT. All subcontracts must be in writing and include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by sub-consultants is insured under their insurance policy, or they require that the sub-consultants meet the insurance provisions required under this contract.

The CONSULTANT must perform work valued at not less than 50% of the total contract amount with its own staff. (*Provision revised 2/15/2023.*)

28. **PERSONNEL/STAFFING PLAN:** For any change in key personnel from that specifically identified in Attachment C of this contract, the CONSULTANT must provide an equivalent or better qualified replacement subject to DEPARTMENT approval.
29. **DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the LOCAL AUTHORITY and the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT must notify the LOCAL AUTHORITY and the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT will not be paid the extra compensation. Proper documentation alone will not prove the validity of the claim. The parties agree to use arbitration or mediation, as mutually agreed by the parties, after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.
30. **CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances to the extent such delays or hindrances were caused by CONSULTANT. The LOCAL AUTHORITY and the DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The LOCAL AUTHORITY or the DEPARTMENT will not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date. The CONSULTANT will not be responsible for delays due to causes beyond CONSULTANT's reasonable control.

31. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal) is required to endorse and appropriately apply its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and the DEPARTMENT under this contract.
32. **CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract.

Claims for services furnished by CONSULTANT, not specifically authorized by this contract or by appropriate modification, will not be paid by the LOCAL AUTHORITY or the DEPARTMENT. When a contract modification has been agreed to by the parties no claim for the extra work done or material furnished must be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

33. **TERMINATION:** This contract may be terminated as follows:
- (a) By mutual agreement of the parties; in writing and signed by the parties.
 - (b) By any party for failure of another party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Section 52, "Duties of the LOCAL AUTHORITY and the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the LOCAL AUTHORITY or the DEPARTMENT. Written notice of intent to terminate is required and must specify the reasons supporting termination.
 - (c) By the DEPARTMENT for the convenience of the State upon written notice to the CONSULTANT.
 - (d) By the LOCAL AUTHORITY or the DEPARTMENT, if the LOCAL AUTHORITY or the DEPARTMENT determines that the performance of the CONSULTANT is not satisfactory, the DEPARTMENT may notify the CONSULTANT of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the contract will be terminated at the end of such time.
 - (e) By the LOCAL AUTHORITY or the DEPARTMENT, if the LOCAL AUTHORITY or the DEPARTMENT requires termination of the contract for reasons other than unsatisfactory performance of the CONSULTANT, the DEPARTMENT will notify the CONSULTANT of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the contract is to be terminated.
 - (f) If the contract is terminated before performance is completed, the CONSULTANT will be paid for the work satisfactorily performed up through the date of termination. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the contract.
 - (g) The LOCAL AUTHORITY and the DEPARTMENT reserve the right to cancel and terminate this contract in the event the CONSULTANT or any employee or agent of the CONSULTANT is convicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the LOCAL AUTHORITY or the DEPARTMENT, without penalty. It is understood and agreed that in the event of such termination, all data acquired and work product produced under this contract will be turned over to the LOCAL AUTHORITY and the DEPARTMENT within seven (7) calendar days. The LOCAL AUTHORITY and the DEPARTMENT reserve the right to terminate or cancel this contract in the event the CONSULTANT will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The LOCAL AUTHORITY and the DEPARTMENT further reserve the right to suspend the qualifications of the CONSULTANT to do business with the LOCAL AUTHORITY or the DEPARTMENT upon any such conviction.
 - (h) Upon satisfactory completion of required contract services.

- (i) On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination must be made to establish the amount due to or from the CONSULTANT. If the contract fee type is Cost-Plus-Fixed-Fee-With-Fixed-Total-Additive-Rate and the contract is terminated for reasons other than paragraph 33(h), the final fixed fee amount will be paid in proportion to the percentage of work completed as reflected by the periodic invoices as of the date of termination of the contract. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract.
34. **REMEDIES:** Any of the following events will constitute cause for the DEPARTMENT or LOCAL AUTHORITY to declare CONSULTANT in default of this Contract: (i) CONSULTANT'S non-performance of its contractual requirements and obligations under this Contract; or (ii) CONSULTANT'S material breach of any term or condition of this Contract. The DEPARTMENT may issue a written notice of default providing a ten (10) day period in which CONSULTANT will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONSULTANT'S liability for damages. If the default remains after CONSULTANT has been provided the opportunity to cure, the DEPARTMENT may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend CONSULTANT from receiving future contracts from the DEPARTMENT or the State of Utah; or (v) demand a full refund of any payment that the DEPARTMENT has made to CONSULTANT under this Contract for Services that do not conform to this Contract.
35. **ERRORS AND OMISSIONS:** The CONSULTANT will, without additional compensation, correct or revise any failure to meet the Standard of Care in its design, drawings, specifications and other services which are caused by a breach of the CONSULTANT'S Standard of Care. The CONSULTANT is required to follow UDOT Policy 08-07 Errors and Omissions on Projects which is hereby incorporated by reference.
36. **POLLUTION CONTROL:** The CONSULTANT agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The DEPARTMENT must report violations to the applicable Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
37. **ELECTRONIC DESIGN SUBMISSION:** The CONSULTANT will adhere to the current DEPARTMENT model development and CADD standards on the DEPARTMENT's website. The CONSULTANT will provide all plans, specifications, surveys, electronic files and associated data in the DEPARTMENT acceptable electronic formats into the DEPARTMENT's content management system with the correct attributes assigned. The CONSULTANT will organize all project data in the DEPARTMENT'S project directory structure as specified in the DEPARTMENT'S current CADD Standards. The CONSULTANT will be aware of and comply with applicable DEPARTMENT CADD standards. The DEPARTMENT CADD standards are available at the CADD Support sub-page of the DEPARTMENT website www.udot.utah.gov/go/cadd.

Computer Aided Drafting and Design acceptable formats are as follows:

- (a) Drafting: MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.9 or higher (v8 file format).
- (b) Civil Design: InRoads by Bentley Systems Inc. version 8.9 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), Roadway Designer files (.ird), and Open Roads technology files (.dgn).
- (c) Survey and Photogrammetry: InRoads Survey format (.fwd) or Open Roads technology file format (.dgn) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Survey and Geomatics Standard Manual" Guide.

- (d) **Plotting:** For the project to be republished by the DEPARTMENT, the CONSULTANT will prepare a file to direct the DEPARTMENT's plotting software, InterPlot, by Bentley Systems Inc. to produce the correct output. This is the InterPlot Organizer's plot-set file (filename.ips). This file contains specifications for each sheet in the plan set and controls the order and name of each sheet as they will appear in the PDF plan set. Instructions for preparing this file can be found at the DEPARTMENT CADD Support website as stated above.
- (e) **Responsibility: Region Designers/Consultants, Action -** When submitting electronic files for project milestones and advertising, Region or consultant designers must deliver to the DEPARTMENT the design files in the DEPARTMENT's content management system in the established project directory structure. The following files must be included in the submittal: 1) Major design files, including roadway design, structure, striping, signing, signals, and profiles (Microstation format), 2) Existing topography and existing utilities (Microstation format), 3) Existing and proposed surfaces (dtm or dgn format), 4) InRoads alignments (alg or dgn format), templates (itl), roadway designer files (ird or dgn format) and preference files (xin or dgnlib format), 5) Configuration and resource files including font and linestyle resource files.
- (f) **Placement: Action –** Project data must be delivered to the DEPARTMENT in the DEPARTMENT's document management system in the established project directory structure. All documents must be attributed correctly in the system at the time of delivery. All files must have the references and links re-established when delivered into the content management system using the Scan References and Link Sets tool.
- (g) **Digital Delivery:** Projects designated as Digital Delivery will have varying file format delivery requirements. Digital Delivery is an evolving technology and file formats may change based on the DEPARTMENT's stage of Digital Delivery development. Unless the Project Manager scopes the project differently, files will be attributed and delivered as Legal with a .dgn extension including the reference files. In addition, .alg, .icm, iModels, .dtm and other file formats will be delivered as For Information Only (FIO). The DEPARTMENT Project Manager will determine if plan sets are required on the project (as FIO) or if a traditional plan set will be required, see the Work Plan in ATTACHMENT C: SERVICES PROVIDED BY THE CONSULTANT of this contract.

The CONSULTANT will be responsible for the accuracy of any translated data.

38. **REQUIREMENTS FOR COMPUTER ELEMENTS:**

Hardware, firmware and/or software elements that the CONSULTANT procures, furnishes, licenses, sells, integrates, creates and/or enhances for the LOCAL AUTHORITY and the DEPARTMENT under this contract must achieve the specific objectives specified in the work plan. These elements must be free of defects, or "bugs," that would prevent them from achieving the objectives specified in the Work Plan in ATTACHMENT C: SERVICES PROVIDED BY THE CONSULTANT of this contract.

Computer software and applications created and/or enhanced under this contract will include as deliverables; user instructions, program documentation, program listings, source code and executables in specified compiled formatted files. The program documentation must include flow charts and detailed treatment of decision algorithms and their technical basis. Appropriate LOCAL AUTHORITY individuals will review "user instructions" and "program documentation" for acceptability. Formal sign-offs will record such events and be part of the project repository. Software development and operating system platforms must be approved by the LOCAL AUTHORITY and the DEPARTMENT and specified in the work plan. Changes to these platforms may only be allowed by written authorization by the LOCAL AUTHORITY and the DEPARTMENT.

- 39. **COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the 2 C.F.R. Part 200 Subpart E and 48 C.F.R. Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 U.S.C. § 112(b)(2)(B), as modified by Utah State law, administrative rules, and regulations on contract provisions.

- 40. **CORONAVIRUS PANDEMIC RECOVERY:** This section applies only if: (i) this Contract, or a subcontract, is a cost-plus-fixed-fee contract; (ii) the CONSULTANT (or the subconsultant with that subcontract)

received a loan under the federal Paycheck Protection Program or similarly, received a credit, loan or other relief in 2020, or thereafter, from a federal program enacted to provide relief during the Coronavirus pandemic, such as the CARES Act, the FFCRA, or other similar federal legislation (collectively a "PPP Loan"); and (iii) any portion of the PPP Loan was forgiven, or applicable law similarly requires the recipient to provide a refund, repayment, credit, or reimbursement to the DEPARTMENT. If this section applies, the CONSULTANT, for itself and its subconsultants, must comply with this section to provide for a PPP Loan recovery in compliance with 48 C.F.R. 31.201-5, Utah Code § 72-2-113(3), and other applicable law and guidance. Those legal obligations require calculation of a PPP Loan credit which must be included in the Indirect Cost Rate (referred to in this section as an "Impacted Rate"). Under this Contract, an accepted Impacted Rate will apply during the CONSULTANT's (or subconsultant's) "Recovery Period," which is the shorter of the following time periods: (i) the time period necessary to recover the required credit amount of the CONSULTANT's (or the subconsultant's) forgiven PPP Loan (or other repayment obligation); or (ii) 365 days after the date when the DEPARTMENT approved the CONSULTANT's (or the subconsultant's) Impacted Rate.

This Contract is written to include the CONSULTANT's "Unimpacted Rate" (which is the CONSULTANT's accepted rate without the PPP Loan credit). The CONSULTANT has also included subconsultant costs on that basis. But notwithstanding those or any other provisions of this Contract to the contrary, the CONSULTANT agrees as follows: (i) During the CONSULTANT's Recovery Period, each of its invoices will provide to the DEPARTMENT a "Recovery Credit," which is an amount that is equal to the difference between the CONSULTANT's overhead and fixed fee calculated at the Unimpacted Rate, and the CONSULTANT's overhead and fixed fee calculated at the Impacted Rate. The CONSULTANT will show its Recovery Credit, as calculated, using the [UDOT OH & FF Credit Adjustment Template](#) document, and the CONSULTANT will include the template and calculation as part of its support documentation for each invoice. (ii) During a subconsultant's Recovery Period, the CONSULTANT's costs charged for a subconsultant will include the Recovery Credit for that subconsultant. The CONSULTANT will require the subconsultant to show its Recovery Credit, as calculated, using the [UDOT OH & FF Credit Adjustment Template](#) document, and the CONSULTANT will include the subconsultant's template and calculation as part of the CONSULTANT's support documentation for each invoice.

When the CONSULTANT or any subconsultant reaches the end of its Recovery Period, the CONSULTANT must submit a notification to the DEPARTMENT Project Manager stating the date that is claimed for when recovery was complete ("Recovery Date"). If the Recovery Date claimed by the CONSULTANT or the subconsultant is less than 365 days after the date when the DEPARTMENT approved the CONSULTANT's or subconsultant's Impacted Rate, then the notification must also include documentation that demonstrates full recovery (subject to the DEPARTMENT's verification). When submitting invoices to the DEPARTMENT, the CONSULTANT will not include Recovery Credits for itself or any subconsultants once the CONSULTANT or a subconsultant has reached its Recovery Date.

If upon review the DEPARTMENT is unable to verify that the CONSULTANT's (or a subconsultant's) required PPP Loan recovery was met on the Recovery Date claimed by the CONSULTANT (or a subconsultant), the DEPARTMENT will require, and the CONSULTANT agrees to pay, the amount of any Recovery Credit that should have been credited to the DEPARTMENT under the requirements of this section. The CONSULTANT further agrees that the DEPARTMENT can take such payment from any amount that the DEPARTMENT owes to the CONSULTANT.

The CONSULTANT agrees that the amounts which are, or should be, credited to the DEPARTMENT as part of the CONSULTANT's (or a subconsultant's) Recovery Credit will be deducted from the Contract's maximum-not-to-exceed amount at the time of Contract closure and are not eligible for payment to the CONSULTANT.

The PPP Loan recovery requirements are a federal obligation that is required at every Contract level. The CONSULTANT must pass down applicable requirements to its subconsultants. (*Provision revised 2/15/2023.*)

- 41. RIGHT OF WAY SUBMITTAL REQUIREMENTS:** Submission of right of way acquisition packages are required to follow the [UDOT Right of Way ProjectWise Guide](#), as amended, which is incorporated herein by this reference.

42. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT: Pursuant to the Government Records Access and Management Act, Utah Code §§ 63G-2-101 through 63G-2-901, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT or the LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code § 63G-2-309, it must provide with the record(s) a written claim of business confidentiality, and a concise statement of reasons supporting the claim of business confidentiality that satisfy the requirements of §§ 63G-2-305(1) and (2), and 309 to the DEPARTMENT. The CONSULTANT understands that the DEPARTMENT and the LOCAL AUTHORITY will not treat any such record as confidential absent such written notification. Additionally, pursuant and subject to Utah Code §§ 63G-2-101 through 901 the CONSULTANT will take no action, legal or otherwise against the State of Utah, the DEPARTMENT, LOCAL AUTHORITY, or any employee, agent or representative of the State of Utah, DEPARTMENT, or the DEPARTMENT if the State Records Committee or a court orders the DEPARTMENT or LOCAL AUTHORITY to publicly disclose any record the CONSULTANT considers confidential, or believes should be considered protected, private, or controlled.

43. WORK ACCEPTANCE:

- (a) Subject to the Standard of Care, work performed under this contract must be performed in accordance with applicable Standards, Specifications, Manuals, Guides, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. Work must be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives.
- (b) **Reviews and Quality Assurance:** All contracts require a quality control / quality assurance (QC/QA) plan and checklist. For design projects specifically, the CONSULTANT must provide a project specific QC/QA plan that meets or exceeds the DEPARTMENT'S standard QC/QA plan located on the DEPARTMENT web page at www.udot.utah.gov/go/qcqa which is hereby incorporated by reference into this contract. If the CONSULTANT elects to use its own QC/QA plan, that plan must be approved by the DEPARTMENT'S Project Manager. The CONSULTANT will meet all document retention requirements and schedules.

44. GENERAL CONTROL AND INSPECTIONS: The CONSULTANT may be represented at progress review meetings as may be scheduled by the LOCAL AUTHORITY or the DEPARTMENT. The CONSULTANT must accompany LOCAL AUTHORITY or the DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required.

45. INSPECTION OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND ELECTRICAL CONSTRUCTION:

To ensure complete impartiality in the performance of construction inspection, any consultant engineering companies who are concurrently performing or bidding on ITS or electrical construction work for the LOCAL AUTHORITY or the DEPARTMENT will not be considered eligible to perform construction inspection of ITS or electrical work on any projects as part of a consultant contract.

Consultants who are selected to do ITS or electrical construction inspection as part of a consultant contract will be requested to affirm that they currently are not performing or bidding on any electrical or ITS construction work for LOCAL AUTHORITY or the DEPARTMENT and will not for the duration of the relevant consulting contract.

For the purposes of this provision, ITS or electrical construction is defined as follows:

Work involving the installation or repair of underground electrical conduit, electrical cables, fiber-optic cable, or any other construction work involving 120-volt (or greater) current for which a state electrician's license is required. Field work taking place inside an electrical cabinet, or involving low voltage detection or data circuits, will *not* be considered ITS or electrical construction. Diagnosis, testing, calibration, aiming, re-splicing, or repair of low voltage detection circuits, fiber-optic cable, or detection equipment will *not* be considered ITS or electrical construction.

Consultant engineering companies who also perform ITS or electrical construction work under contract to LOCAL AUTHORITY or the DEPARTMENT *will* be eligible to perform the following types of consulting

work, provided that the work is on completely different projects, with no possibility for conflict of interest: design work, ITS system integration, software development.

- 46. NO THIRD-PARTY BENEFICIARIES:** The parties enter into this contract for the sole benefit of the parties, in exclusion of any third party, and no third-party beneficiary is intended or created by the execution of this contract.
- 47. COORDINATION WITH DEPARTMENT DISCIPLINE MANAGERS:** To ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Discipline Managers in addition to the DEPARTMENT Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.

The CONSULTANT is required to obtain the DEPARTMENT Communications Office written approval prior to sending a press release or using the DEPARTMENT's name.

- 48. COORDINATION WITH UTAH DEPARTMENT OF TECHNOLOGY SERVICES (DTS):** The CONSULTANT will comply with the Utah Technology Governance Act, Utah Code §§ 63A-16-101 through 63A-16-903.

After execution of the contract, and prior to commencing any information technology (IT) related activities as defined in Utah Code § 63A-16-102, the CONSULTANT will:

- (a) Coordinate with and receive written approval from the DEPARTMENT and the DTS IT Director assigned to the DEPARTMENT, or
- (b) Have previously obtained written approval from the DTS IT Director assigned to the DEPARTMENT for the IT related activities which must be detailed in the Scope of Work and included in the terms of this base contract.

In addition, the DEPARTMENT will not consider modifying this contract to include or alter IT elements without coordination and written approval from the DTS IT Director assigned to the DEPARTMENT.

- 49. CONSULTANT JOB VACANCIES:** CONSULTANT agrees, for the duration of the contract, to provide CONSULTANT'S name, contact information, and information about CONSULTANT's job vacancies on the PROJECT to the Utah Department of Workforce Services to facilitate job inquiries by the public pursuant to Utah Code Subsections 63G-6a-107.7(4) and 35A-2-203(5)(b). This requirement does not apply when CONSULTANT fills a vacancy with a current employee and does not preclude CONSULTANT from advertising job openings in other forums throughout the state.
- 50. USE OF STATE SEAL AND DEPARTMENT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or DEPARTMENT logo on business cards for their employees nor use Utah or DEPARTMENT letterhead on correspondence signed by their employees with the following exception: the CONSULTANT may incorporate the DEPARTMENT logo on their business cards stating, "In partnership with UDOT" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate State of Utah employees.
- 51. ASSIGNMENT OF ANTITRUST CLAIMS:** The CONSULTANT and the DEPARTMENT recognize that in actual economic practice, overcharges by the CONSULTANT'S suppliers resulting from violations of state or federal antitrust laws are in fact borne by the LOCAL AUTHORITY. As part of the consideration for the award of the Contract, and intending to be legally bound, the CONSULTANT assigns to the LOCAL AUTHORITY and the DEPARTMENT and the state of Utah all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.
- 52. DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:**
- (a) **Guarantee Access:** The LOCAL AUTHORITY or the DEPARTMENT will guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private

which in the judgment of the parties hereto are necessary to carry out such work as may be required.

- (b) **Prompt Consideration:** The LOCAL AUTHORITY and the DEPARTMENT will give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
- (c) **Documents:** The DEPARTMENT will furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and the DEPARTMENT.
- (d) **Services:** The LOCAL AUTHORITY and the DEPARTMENT will perform standard services relating to this contract.

53. FORCE MAJEURE: Neither party will be liable for failure to perform this agreement when such failure is due to "force majeure." "Force majeure" means acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, arrests and restraints, interruptions by government or court orders, acts of the public enemy, terror events, wars, riots, insurrections, incidences of disease or other illness that reaches epidemic, endemic, or pandemic proportions, fires, explosions, inability to obtain easements, right-of-way, or other interests in realty, or any other cause, whether of the kind here enumerated or otherwise, not reasonably within the control of the party claiming "force majeure." Events of "force majeure" must be remedied with all reasonable dispatch.

SERVICES PROVIDED BY THE CONSULTANT

1. SCOPE SUMMARY:

Utility coordination and agreement writing for the subject project. Approximately 1 mile of roadway widening and installation of a new storm drain system with curb and gutter and sidewalk. PS&E milestone December 2023 with Advertisement October 2024 with construction 2025

2. SCOPE DOCUMENTS:

Following are the scope items contained in this attachment:

(a) Approval Memo

(b) Executive Summary

(c) Detailed Work Plan

(d) Personnel/Staffing Plan

(e) Schedule

(1) Completion: All work must be completed by **October 1, 2025**. If additional time is required beyond the Scope of Work Completion Date, the CONSULTANT must submit a "Contract Date Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.

(2) Contract Period: The contract will terminate **October 1, 2026**, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.



UDOT Consultant Services Contract Approval Memo

Memo Printed on: June 21, 2023 4:32 PM



PM Approval Date: June 21, 2023

UDOT PM: Paul Egbert

The Project Manager has reviewed and approved the contract/modification consultant documents: Executive Summary, Work Plan, Staffing Plan, Work Schedule, and Cost Proposal.

PROJECT INFORMATION

PIN: 16933
Project No.: F-0106(21)8
Job/Proj: 5533415D
PIN Description: Main Street (SR-106); Park Lane to Shepard Lane

CONTRACT INFORMATION

CS Admin: Michael R. Butler (Acting as UDOT)
Contract No.: New Utility Coordination and agreements
Mod No.:
SOW Completion Date: October 1, 2025
Contract/Mod Amount: \$84,705.12
Fee Type: COST PLUS FIXED FEE
Selection Method: GE / LG POOL SMALL PURCHASE
Period: 2022-2025 GE POOL
Phase: PRELIMINARY ENGINEERING
Disciplines: UTILITY COORDINATION

CONTACTS

<u>Consultant</u>	<u>Local Government</u>
SERIO CONSULTING, LLC	Farmington City
Debra Serio	Chad Boshell
3917 N MOUNTAIN OAK DRIVE	130 N MAIN
EDEN, UT 84310	FARMINGTON, UT 84025-0 ,
	(801) 939-9287
	CBOSHELL@FARMINTON.L



UDOT Consultant Services Local Government Contract Memo

Memo Printed on: June 21, 2023 4:32 PM



PROJECT INFORMATION

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Cumulative Amount: [\\$84,705.12](#)
Fee Type: COST PLUS FIXED FEE
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EDEN, UT 84310	FARMINGTON, UT 84025-0160
(801)540-8761	(801) 939-9287
debra@dserio.com	CBOSHELL@FARMINTON.UTAH.GOV

UDOT has contract limits for Pool Selection Methods. The limit for this contract is \$250,000.00 for the life of the contract, including any future modifications.

UDOT CMS Contract Executive Summary

Contract Number:	NEW	Mod:	Project Number:	F-0106(21)8	PIN:	16933
UDOT Primary Contact:	Paul Egbert					
PIN Description:	Main Street (SR-106); Park Lane to Shepard Lane					

Brief Description

Serio Consulting will perform Utility Coordination activities during the construction the Project. Tasks will include meeting attendance, Third-Party Coordination, agreement conformance, scheduling, document control, construction facilitation (which includes Third-Party Utility Quality Leader for utility relocation activities), review of invoices for payments to Third-Party(s), and agreement closeout. Serio Consulting will perform cost accounting to assure costs are allocated to the correct Project.

Project Team

None.

Assumptions

Progress service through construction and agreement closeout.

Phasing

None.

Fee Type

Cost Plus Fixed Fee

UDOT CMS Contract Work Plan

Contract Number:	NEW	Mod:	Project Number:	F-0106(21)8	PIN:	16933
UDOT Primary Contact:	Paul Egbert					
PIN Description:	Main Street (SR-106); Park Lane to Shepard Lane					

Activity: 2U1 - UTILITY & RAILROAD IDENTIFICATION

2U1 Utility & Railroad Identification

Overview

Begin this activity as soon as possible. Early utility and railroad identification and coordination are critical to the success of the project. Identify all utility and railroad companies and complete an accurate depiction of existing utility facilities within the project limits.

References

- Administrative Rule R930-7 Utility Accommodation
- UDOT CADD Standards
- UDOT QC/QA Documentation
- UDOT Roadway Design Manual of Instruction (R-MOI)
- UDOT Utility Coordination Manual of Instruction

Deliverables

1. Utility and Railroad Companies Contact List

Tasks

- Identify Utility and Railroad Companies within Project Limits

2. Depiction of Utility Facilities/Subsurface Utility Engineering (SUE) Level B,C, and D

Tasks

- Notify Utility Companies of Project and Request Utility Records/Plans
- Hold Scoping Meeting with Utility Companies (as needed)
- Coordinate with Survey Team
- Develop Subsurface Utility Engineering (SUE) level B,C, and D
- Review Horizontal Locations with Utility Owner

3. Authorization for Design Expenditures

Tasks

- Issue Authorization for Design Expenditures

4. Documentation of Railroad Diagnostic Review (as necessary):

Tasks

- Obtain Diagnostic Review (For At-Grade Railroad Crossings Only)

5. QC Documentation

Tasks

- Perform QC Review

Identify Utility and Railroad Companies within Project Limits

- Identify all utility and railroad companies within the project limits.
- Identify point of contact for each company for project design coordination.
- Develop a Utility and Railroad Companies Contact List that includes each contact's name, phone number, address, and email.

Notify Utility Companies of Project and Request Utility Records/Plans

Contact each utility and railroad company within the project limits. Provide each company with the following:

- Project area and description.
- Request the records and plans of their facilities within the project limits and easements or other land rights documentation that may be affected by the project. Coordinate with ROW Lead for UDOT records/research for utility easements and/or land rights.
- Invitation to scoping meeting at least 30 days prior to the meeting (as applicable).

Hold Utility Scoping Meeting with Utility Companies (as needed)

Set up a utility scoping meeting to discuss the project if appropriate. Include all potentially affected utility companies in one meeting.

Provide an agenda before the meeting. Finalize the meeting by providing meeting notes of all decisions and important discussions.

- Discuss project scope and schedule.
- Discuss coordination/communication plan.
- Discuss design alternatives that may avoid conflicts.
- Discuss utility relocation partnering between utilities such as potential of sharing trenches.
- Discuss future improvement plans and schedules. Determine if anything needs to happen before the current project.
- Discuss utility relocation review and relocation schedules.

Coordinate with Survey Team

Coordinate with the Survey Team to gather all overhead and surface utility facilities within the project limits. Good communication with the Survey Team is extremely important to ensure repeat visits are not required. Clearly identify all utility facilities that are needed including the underground facilities that will need to be dipped. Provide plans and records to the Survey Team as appropriate to assist their efforts in locating facilities and understanding what is required.

Develop Subsurface Utility Engineering (SUE) Level B, C, and D

Use utility company records, field observations, and collected survey information to develop Subsurface Utility Engineering (SUE) Level B, C, and D as applicable to the needs of the project (typically quality level B is only provided by a SUE consultant). Provide a complete depiction of the utility facilities within the project limits. Follow UDOT CADD standards and provide the information in the appropriate project CADD file format.

Review Horizontal Location with Utility Owner

- Provide maps showing the horizontal utility location for all utility owners to review.
- Address utility owners' review comments and resolve issues with the horizontal locations.
- Provide updated maps based on comments.

Issue Authorization for Design Expenditures

Prepare and issue authorization letters. The Consultant may prepare the letters but they must be signed and issued by the Region Utility and Railroad Leader. Include a Project Scoping Meeting invitation with each authorization letter.

Obtain Diagnostic Review (For At-Grade Railroad Crossings Only)

The diagnostic team decides and formalizes track configuration commitments for grade separation structures.

- Region Utility and Railroad Leader contacts Chief Railroad Engineer to initiate diagnostic review.
- Chief Railroad Engineer provides diagnostic review. Refer to rule R930-5: Establishment and Regulation of At-Grade Railroad Crossings.
 - o Provide the railroad company 30 days notice before diagnostic review.
 - § Notify the railroad company of the impending construction and request their updated facility plans. Provide a project area map and description. Develop a railroad reviews plan.
- The Chief Railroad Engineer uses Form R-709 to request Railroad Crossing Safety Funds for eligible at-grade crossings.
- The Chief Railroad Engineer provides the funding estimate to the Region Utility and Railroad Leader.
- The diagnostic review provides at-grade crossing design preparation recommendations.

Perform QC Review

Perform the QC Review following the UDOT QC/QA Procedures and the Utility Design QC Checklist **before** distribution.

- Provide the Checker with a check print of each deliverable and supporting documentation.
- Complete all necessary corrections from the QC check.
- Upload all QC documentation into ProjectWise and attribute it correctly before or at the distribution of the milestone review package.

Activity: 3U1 - IDENTIFY POTENTIAL UTILITY CONFLICT

3U1 Identify Potential Utility Conflicts

Overview

Identify potential utility conflicts through coordination with utility owners and designers. Obtain preliminary relocation costs from utility owners.

References

- Administration Rule R930-7 Utility Accommodation
- UDOT CADD Standards
- UDOT QC/QA Documentation

- UDOT Roadway Design Manual of Instruction (R-MOI)
- UDOT Standard Design Drawing 018
- UDOT Utility Coordination Manual of Instruction

Deliverables

1. Preliminary Utility Conflict Matrix/Summary

Tasks

- Evaluate Potential Utility Conflicts
- Coordinate Utility Information Meeting
- Hold Utility Information Meeting

2. Initial Utility Company Cost Estimate(s)

Tasks

- Compile Initial Utility Company Cost Estimate(s)

3. QC Documentation

Tasks

- Perform QC Review

Evaluate Potential Utility Conflicts

Determine all potential utility conflicts and organize in a matrix summary using the current design files.

- Meet with project team designers to discuss potential conflict locations and determine reasonable design modifications to avoid or minimize utility impacts.
- Develop a preliminary utility conflict matrix summary based on design modifications.

Coordinate Utility Information Meeting

- Submit the preliminary utility conflict matrix summary to affected utility companies.
- Submit appropriate design files to affected utility companies for review.
- Schedule a utility owner meeting. Meet on site to discuss potential conflicts and relocations.

Hold Utility Information Meeting

This meeting is to discuss each utility conflict and determine the resolution for each. Send the following to each utility owner before the meeting:

- Utility Information Meeting notification letter
- Utility conflict matrix
- Applicable project design files
- Meeting Agenda (use the following discussion topics as needed)
 - o Review the project scope and schedule
 - o Discuss all potential conflicts
 - o Discuss relocation efforts and schedules
 - o Discuss utility outage windows and limitations
 - o Discuss partnering opportunities

- o Discuss alternative designs to avoid or limit relocations
- o Discuss locations needing vertical identification
- o Potential Utility Betterment

Develop meeting notes and include all decisions, important discussions, action items, and schedule. Circulate the meeting notes to all attendees to assure all decisions and discussions were recorded correctly.

Compile Initial Utility Company Cost Estimate(s)

Obtain initial utility relocation cost estimates from each impacted utility. Provide cost estimate(s) to the Design Leader for inclusion in the total project cost estimate.

Perform QC Review

Perform the QC Review following the UDOT QC/QA Procedures and the Utility Design QC Checklist **before** distribution.

- Provide the Checker with a check print of each deliverable and supporting documentation.
- Complete all necessary corrections from the QC check.
- Upload all QC documentation into ProjectWise and attribute it correctly before or at the distribution of the milestone review package

Activity: 3U2 - INITIAL DESIGN UTILITY COORDINATION

3U2 Initial Design Utility Coordination

Overview

Conduct a utility design meeting to facilitate relocation solutions. Facilitate the development of utility owner relocation plans.

References

- Administration Rule R930-7 Utility Accommodation
- UDOT CADD Standards
- UDOT QC/QA Documentation
- UDOT Roadway Design Manual of Instruction (R-MOI)
- UDOT Utility Coordination Manual of Instruction

Deliverables

1. Revised Utility Conflict Matrix/Summary

Tasks

- Re-evaluate Utility Conflicts

2. Utility Company Plans, Schedules, and Cost Estimates Request

Tasks

- Hold Utility Design Meeting
- Request Utility Owner Plans, Schedules, and Cost Estimates

3. QC Documentation

Tasks

- Perform QC Review

Reevaluate Utility Conflicts

Re-evaluate utility conflicts and revise the utility conflict matrix summary using the current design files.

- Meet with project team designers to discuss design modifications to avoid or minimize utility impacts.
- Revise the utility conflict matrix summary based on updated design.
- Identify conflict locations that need vertical (SUE level A) verification.
- Develop a cost estimate for the SUE level A verification efforts.

Hold Utility Design Meeting

This meeting is to discuss each utility conflict and determine the resolution for each. Send the following to each utility owner before the meeting:

- Utility Design Meeting notification letter
- Utility conflict matrix
- Applicable project design plans/ files
- Meeting Agenda (use the following discussion topics as needed)
 - o Project scope and schedule
 - o Constructability issues
 - o Each utility conflict
 - o Utility work included in UDOT's plans
 - o Specifications to be included
 - o Utility partnering
 - o Use of UDOT's contractor
 - o Utility Betterments

Complete and distribute meeting notes documenting all decisions, important discussions, action items, and schedule.

Request Utility Plans, Schedules, and Cost Estimates

Send requests in a timely manner to allow for all utility agreements to be completed before letting the project contract and to allow for relocations to occur in advance of construction, where possible.

- Send each utility owner a set of preliminary project plans and a relocation plan request letter.
 - o The request letter should request the following:
 - § Request relocation plan utilizing the project plan sheets
 - § Request a detailed schedule
 - § Request an itemized cost estimate for utility relocations
 - § Request contact information for the utility representative who will manage the relocation
 - § Request information to be incorporated into the UDOT contract documents
 - o The plans should be complete and include the following:

- § Location, type, size, material, and class of all existing facilities
- § Relevant information such as voltage and operating pressure
- § Temporary relocations/adjustments to facilities
- § Permanent relocations/adjustments to facilities (horizontal and vertical)
- § Facilities that will be left in place or removed and not replaced
- § Construction stages for relocations
- § Dimensions from critical project features such as Right-of-Way, highway centerline, ramps, and bridges
- Set a deadline for utility owners to submit requested information.
 - o Include time for processing agreements

Perform QC Review

Perform the QC Review following the UDOT QC/QA Procedures and the Utility Design QC Checklist **before** distribution.

- Provide the Checker with a check print of each deliverable and supporting documentation.
- Complete all necessary corrections from the QC check.
- Upload all QC documentation into ProjectWise and attribute it correctly before or at the distribution of the milestone review package.

Activity: 3U4 - COMPLETE UTILITY AND RAILROAD DESIGNS

3U4 Complete Utility and Railroad Designs

Overview

Complete utility relocation designs for all utility relocations for which UDOT is responsible. Develop preliminary utility relocation plan sheets and cost estimate. Develop at grade railroad crossing plans and verify Diagnostic Report and railroad company guidelines compliance. (Refer to Structures Discipline Track for grade separation structure design tasks)

References

- Administrative Rule R930-7 Utility Accommodation
- Railroad Company Standards and Specifications
- UDOT CADD Standards
- UDOT Plan Sheet Development Standards
- UDOT QC/QA Documentation
- UDOT Roadway Design Manual of Instruction (R-MOI)
- UDOT Standard and Supplemental Drawings
- UDOT Standard Design Drawing 018
- UDOT Utility Coordination Manual of Instruction
- Utility Owner Standard and Specifications

Deliverables

1. Preliminary Utility Relocation Plan Sheets

Tasks

- Coordinate with Project Team Members
 - Complete Utility Relocation Design
 - Develop Preliminary Utility Plan Sheets
 - Coordinate with Utility Owner
2. Grade Separation Structure 30% S&L Submittal Package
- Task
- Submit Structure 30% S&L Submittal Package to Railroad Companies (if applicable)
3. At-Grade Railroad Crossing Surface and Warning Device Plans
- Tasks
- Develop At-Grade Railroad Crossing Design
 - Prepare Preliminary At-Grade Railroad Crossing Sheets
 - Submit 100% At-Grade Railroad Crossing Sheets and Forms for Railroad Company Review
4. Utility Relocation/At-Grade Railroad Crossing Cost Estimate
- Task
- Develop Utility Relocation/At-Grade Railroad Crossing Cost Estimate
5. QC Documentation
- Task
- Perform QC Review

Coordinate with Project Team Members

Continually coordinate with project team members. Discuss aspects of the model and design with appropriate disciplines to ensure compliance with standards, with other designs, and address fatal flaws. Coordinate and mitigate project design conflicts, impacts, and deficiencies.

Complete Utility Relocation Design

Refer to the utility owner's standards and specifications to complete the utility relocation design.

- Assist other disciplines evaluate possible design modifications to avoid or minimize utility impacts.
- Conform to all applicable depth of bury, utility separation, clear zone, and ROW accommodation requirements.
- Conform to UDOT Standard and Supplemental Drawings.
- Design horizontal and vertical ties.
- Include utility betterment designs when applicable.
- Coordinate relocation designs with other disciplines.
- Conform to UDOT CADD Standards.

Develop Preliminary Utility Plan Sheets

Follow the current UDOT CADD Standards and UDOT Plan Sheet Development Standards to develop preliminary utility relocation plan sheets for review. These sheets are to provide a review of the utility relocation design. It is recommended that only the information required for final utility design review be placed on the sheets at this time. Verify with the project manager the expected level of effort for the review submittal. QC review is required before distribution for all labels, callouts, notes, and information found on the plan sheets.

- For all utility relocation sheets, do the following:
 - o Combine with other sheets whenever possible.

- o Follow the UDOT Plan Sheet Development Standards General Plan Sheet Requirements when generating plan sheets, drafting, referencing, and callouts.
- o Follow the UDOT Plan Sheet Development Standards Utility and Utility Relocation Sheet Requirements.
 - § Provide all information needed for review including size, type, and material.
 - § Label all streets and important existing features.
 - § Ensure all existing features are displayed in proper grayscale.

If more detailed utility relocation sheets are required:

- o Use applicable requirements from UDOT Plan Sheet Development Standards Roadway Plan & Profile Sheet Requirements.
- o Provide all callouts and labels necessary to review the relocation design.

Coordinate with Utility Owner

Coordinate a review of the utility relocation design with the utility owner. Address all review comments and make necessary revisions.

Submit Structure 30% S&L Submittal Package to Railroad Companies (if applicable)

Review for content and submit the Structure 30% S&L submittal package prepared by the Structural Design Engineer to the railroad companies' local representative Refer to the respective railroad company's guidelines for submittal content. Content may include the following:

- Design Plans
- Project Specification and Special Provisions
- Drainage Report
- Shoofly Design (if applicable)
- Construction Phasing Plans

Inform the railroad companies that they will have an opportunity for a final review of the S&L plan sheets with the 100% submittal. However, consensus must be reached on overall geometry at this time. It is important that the railroad companies are kept informed in the earlier stages to avoid impacts to the project schedule.

Develop At-Grade Railroad Crossing Design

- Develop the proposed at grade crossing including, but not limited to, the following:
 - o Warning Device design
 - o Grading
 - o Pavement section
 - o Lane transitions
 - o Cut/fill lines
 - § Identify additional ROW impacts
 - § Identify additional utility impacts
 - o Maintenance Access
 - o Fences
- o Pedestrian Access
 - o Raised Islands
 - o Removals
 - o Trails

- o Preliminary Signing
- Evaluate clear zone hazards and appropriate protection devices.
- Conform to Railroad Company standards.
- Conform to UDOT standards.
 - o Roadway Manual of Instruction
 - o UDOT Standard and Supplemental Drawings
- Calculate quantities

Prepare Preliminary At-Grade Railroad Crossing Plan Sheets

Follow current Railroad Company requirements and standards and UDOT CADD Standards and UDOT Plan Sheet Development Standards to create railroad crossing plan sheets.

- Create all necessary sheets for a railroad crossing review.
- Label all important design features.
- Include utility, ROW, and drainage information.
- Include all Railroad Company required information.

Submit 100% At-Grade Railroad Crossing Sheets and Forms for Railroad Company Review

Follow the current Railroad Company requirements to complete and submit all required forms.

- Prepare all forms and documents the Railroad Company requires for review.
- Submit review plans and forms to the Chief Railroad Engineer.
- Submit plans and forms to the railroad company for review and comments.
 - o Request the preliminary surface and signal cost estimate form Union Pacific Railroad for their facility modifications.
 - o Incorporate facility modification requests from UTA or other private owners into the schedule and cost estimate.

Develop Utility Relocation/At-Grade Railroad Crossing Cost Estimate

- Compile utility relocation and railroad crossing bid items and quantities.
 - o Use UDOT standard bid items
- Develop unit costs for each item.
 - o Use appropriate resources for developing unit costs such as PDDBS and local contractors
 - o Document unit cost development and assumptions
 - o Account for project specific factors
- Use lump sum pricing only when appropriate.
 - o Consider contractor risk due to unknown quantity
 - o Consider difficulty in pricing per unit
 - o Consider all materials and labor involved

Perform QC Review

Perform the QC Review following the UDOT QC/QA Procedures and the Utility Design QC Checklist **before** distribution.

- Provide the Checker with a check print of each deliverable and supporting documentation.

- Complete all necessary corrections from the QC check.
- Upload all QC documentation into ProjectWise and attribute it correctly before or at the distribution of the milestone review package.

Activity: 4U1 - FINAL DESIGN UTILITY COORDINATION

4U1 Final Design Utility Coordination

Overview

Final coordination with utility owners and provide guidance and information to complete utility relocation plans. Hold a meeting to resolve any remaining conflicts and prepare for the construction stage.

References

- Administrative Rule R930-7 Utility Accommodation
- UDOT Standard Design Drawing 018
- UDOT Utility Coordination Manual of Instruction

Deliverable

1. Utility Company Plans, Schedules, and Cost Estimates

Tasks

- Hold Final Utility Design Meeting
- Review Utility Owner Plans, Schedule, and Cost Estimates

Hold Final Utility Design Meeting

This meeting is to discuss and resolve remaining conflicts or issues. Prior to the meeting, send a meeting agenda, updated project plans/files and updated utility conflict matrix to all attendees. Use the following discussion topics as needed:

- Project scope and schedule
- Constructability issues
- Remaining conflicts
- Specifications to be included
- Utility partnering
- Construction schedules
- Utility outage windows and limitations
- Use of UDOT's contractor
- Utility betterments

Complete and distribute meeting notes documenting all decisions, important discussions, action items, and schedule.

Review Utility Owner Plans, Schedules, and Cost Estimates

Review the final utility plans, schedules, and cost estimates for compliance with project design and goals. Coordinate and resolve any deficiencies with the utility owner.

Activity: 4U2 - PREPARE & OBTAIN UTILITY AND RAILROAD AGREEMENTS/PERMITS

4U2 Prepare and Obtain Utility and Railroad Agreements and Permits

Overview

Prepare and obtain Individual Utility Agreements, Cooperative Agreements, Construction and Maintenance Agreement, and Permits required for project advertisement and construction.

References

- Administrative Rule R930-7 Utility Accommodation
- UDOT Betterment Agreement Website
- UDOT QC/QA Documentation
- UDOT Roadway Design Manual of Instruction (R-MOI)
- UDOT Utility Coordination Manual of Instruction

Deliverables

1. Executed Individual Utility Agreements

Task

- Complete Utility Agreements

2. Executed Cooperative Agreements with Municipalities and Service Districts

Task

- Complete Cooperative Agreements

3. Executed Railroad Agreements and Licenses

Task

- Prepare or Obtain Railroad Agreements and Licenses

4. Wireline, Pipeline, and License Applications

Task

- Prepare and Submit Wireline, Pipeline, and License Applications for Utilities in Railroad ROW

5. Authorizations to Proceed with Work for Utility Companies

Task

- Provide Authorization to Proceed with Work for Utility Companies

6. QC Documentation

Task

- Perform QC Review

Complete Utility Agreements

The Consultant Utility Coordinators may prepare Reimbursement, Betterment, and Cooperative Agreements for submittal and review by the UDOT Project Manager and Region Utility and Railroad Leader. The Region Utility and Railroad Leader sends the information for the R-709 to

Program Finance. The Agreements are signed by the Utility Company and on behalf of UDOT. The Comptroller's office executes the signed Agreements. Distribute the executed copies.

Complete Cooperative Agreements

Coordinate with the local municipalities to develop cooperative agreements as needed.

Prepare or Obtain Railroad Agreements and Licenses

Upon receipt of cost estimates and instruction from railroad owners, the Region Utility and Railroad Leader incorporates the project information into the Railroad Agreement or provides information to UTA for preparation of the Agency License Agreements.

The Railroad Crossing Designer provides the Region Utility and Railroad Leader with an estimated railroad flagging duration to complete required at-grade railroad crossing modifications. This duration is included in the Agreement or License.

The Region Utility and Railroad Leader assembles the exhibits including approved plans, cost estimates, and right-of-way documents for the Railroad Agreements and Licenses.

Consultants may prepare the Railroad Agreement and information for submittal and review by the UDOT Project Manager and the Region Utility and Railroad Leader. The Region Utility and Railroad Leader sends the information for the R-709 to Program Finance. The Agreement signed on UDOT's behalf and executed by the Comptroller's office. Authorize the Railroad Companies to proceed with work. Distribute executed copies.

Prepare and Submit Wireline, Pipeline, and License Applications for Utilities in Railroad ROW

Provide Authorization to Proceed with Work for Utility Companies

Sign and distribute document authorizing Utility Companies to proceed with work.

Perform QC Review

Perform the QC Review following the UDOT QC/QA Procedures and the Utility Design QC Checklist **before** distribution.

- Provide the Checker with a check print of each deliverable and supporting documentation.
- Complete all necessary corrections from the QC check.
- Upload all QC documentation into ProjectWise and attribute it correctly before or at the distribution of the milestone review package.

Activity: 4U3 - COMPLETE UTILITY & RAILROAD PLANS & DOCUMENTS

4U3 Complete Utility and Railroad Plans and Documents

Overview

Complete utility plans and documents. Obtain the UDOT Chief Railroad Engineer's and Railroad Company approval for the crossing modification or construction plans. Finalize railroad crossing plan sheets and develop all railroad project documents including Railroad

Company required special provisions. Obtain executed construction and maintenance agreements from the Railroad Company.

References

- Acceptance and Documentation Guide (A&D)
- Measurement and Payment (M&P)
- Project Development Business System (PDBS)
- UDOT CADD Standards
- UDOT Plan Sheet Development Standards
- UDOT QC/QA Documentation
- UDOT Roadway Design Manual of Instruction (R-MOI)
- UDOT Specification Writer's Guide
- UDOT Standard and Supplemental Drawings
- UDOT Standard and Supplemental Specifications
- UDOT Utility Coordination Manual of Instruction

Deliverables

1. Utility Relocation Plan Sheets

Tasks

- Address Plan-in-Hand Review Comments
- Finalize Utility Relocation Design
- Complete Utility Relocation Plan and Profile Sheets
- Complete Utility Relocation Summary Sheets

2. At-Grade Railroad Crossing Plan Sheets

Tasks

- Finalize At-Grade Railroad Crossing Improvements Design
- Complete At-Grade Railroad Crossing Improvements Plan Sheets

3. Utility Relocation/At-Grade Railroad Crossing Cost Estimate

Tasks

- Finalize Utility Relocation/At-Grade Railroad Crossing Cost Estimate
- Enter Utility Relocation/At-Grade Railroad Crossing Cost Estimate into PDBS

4. Utility Relocation/At-Grade Railroad Crossing Project Documents

Task

- Develop Utility Relocation/At-Grade Railroad Crossing Project Documents

5. QC Documentation

Task

- Perform QC Review

Address Plan-in-Hand Review Comments

Complete the utility relocation/railroad portions of the Plan-in-Hand Review Comment Resolution Form.

- Respond to each utility relocation/railroad related comment.
- Make revisions to the design and deliverables according to the responses.
- Conduct QC review and verification of all comments.

See UDOT QC/QA Documentation for more information about completing a Milestone Review Comment Resolution Form.

Finalize Utility Relocation Design

Finalize the utility relocation design based on review comments and coordination with team members. Refer to 3U4 as needed.

Complete Utility Relocation Plan and Profile Sheets

Follow the current UDOT CADD Standards and UDOT Plan Sheet Development Standards to finalize the utility relocation plan sheets.

- Follow the UDOT Plan Sheet Development Standards Topo and Utility Sheet Requirements
- Follow the UDOT Plan Sheet Development Standards Utility Relocation Sheet Requirements
- Follow additional applicable PSDS requirements for more extensive designs and details
 - o UDOT Plan Sheet Development Standards Roadway Plan and Profile Requirements
 - o UDOT Plan Sheet Development Standards Detail Sheet Requirements
- Revise and update information labeled in previous review submittals as necessary
- Include all quantities and start/end stations
- Verify that the callouts are correctly placed and labeled

Complete Utility Relocation Summary Sheets

- Prepare summary sheets according to UDOT Plan Sheet Development Standards and Summary Sheet CADD Standards
 - o General Plan Sheet Requirements (Department or Region)
 - o Summary Sheet Requirements
- Use UDOT Excel spreadsheets and customize for the project
 - o Include all utility relocation related pay items and necessary non-pay items
 - o Include names, alignment designations, stations, offsets, units, and quantities
 - o Show enough detail to support calculations
- Use UDOT standard summary plan sheets
 - o Export all summaries from Excel to MicroStation

Submit Structure 100% Submittal Package to Railroad Companies (if applicable)

Review for content and submit the 100% Railroad Company Submittal Package prepared by the Structural Design Engineer to the railroad companies' local representative. Refer to the respective railroad company's guidelines for submittal content. Content may include the following:

- Design Plans
- Project Specifications and Special Provisions
- Drainage Report
- Shooft Design (if applicable)
- Construction Phasing Plans

Finalize At-Grade Railroad Crossing Improvements Design

Finalize the railroad crossing design based on review comments and coordination with team members. Refer to 3U4 as needed.

Complete At-Grade Railroad Crossing Improvements Plan Sheets

Follow current UDOT CADD Standards, UDOT Plan Sheet Development Standards, and Railroad Company standards to finalize the utility relocation plan sheets.

- ✦ Update and include all necessary information such as callouts and notes
- ✦ Include all necessary details
 - Follow UDOT Plan Sheet Development Standards Detail Sheet Requirements

Finalize Utility Relocation/At-Grade Railroad Crossing Cost Estimate

- ✦ Update bid items and quantities
- ✦ Update unit costs (see 3U4)

Enter Utility Relocation/At-Grade Railroad Crossing Cost Estimate into PDBS

Develop Utility Relocation/At-Grade Railroad Crossing Project Documents

- ✦ Incorporate utility information into utility special provisions and limitations of operations.
 - Provide all special provisions required for project construction.
 - § General Special Provisions
 - § Project Specific Special Provisions
 - § Use UDOT Specification Writer's Guide
- ✦ Generate M&P for all bid items
 - Develop M&P for all non-standard bid items
 - Use the current M&P
 - Include accurate description for all effort and materials required for construction.
 - M&P pay items must match plan sheet pay items exactly
- ✦ Generate A&D for all standard pay items
 - Use the current A&D
 - Coordinate with the RE to develop A&D for non-standard items

Perform QC Review

Perform the QC Review following the UDOT QC/QA Procedures and the Utility Design QC Checklist **before** distribution.

- ✦ Provide the Checker with a check print of each deliverable and supporting documentation.
- ✦ Complete all necessary corrections from the QC check.
- ✦ Upload all QC documentation into ProjectWise and attribute it correctly before or at the distribution of the milestone review package.

Activity: 5U1 - DELIVER UTILITY CERTIFICATION

5U1 Deliver Utility Certification

Overview

Complete and issue the Utility Certification for advertisement.

Resources

- Administrative Rule R930-7 Utility Accommodation
- UDOT Advertising Checklist Instructions
- UDOT Utility Coordination Manual of Instruction

Deliverables

1. Utility Certification

Task

- Issue Utility Certification

Issue Utility Certification

UDOT must enter into a formal agreement with all Utility companies whose facilities are impacted by the project. A Utility Certification is needed to verify all utility conflicts have been properly coordinated and accommodated; Buy America requirements have been addressed, utility limitations on the project have been disclosed, UDOT performed work is identified, contact information is included in advertising documents; and, agreements are properly prepared and executed with affected utility owners. The Region Utility Leader or Utility Leader creates, signs, and issues the utility certification.

If Local Government Project

On Local Government projects, the Local Government's Representative reviews the final plans and reimbursement agreements and stores the documents for possible future audits. He or she also signs and submits the Utility Certification on local agency letterhead to the UDOT PM certifying the following:

- All utility companies have been notified per Utah Code 54-3-29 and Reimbursement Agreements have been prepared unless the Local Agency is legally prohibited from reimbursing based on Code or Franchise.
- Buy America requirements have been addressed
- Local Agency's Utility Accommodation Policy requirements equal or exceed UDOT's Accommodation Rule

Activity: 6U1 - UTILITY CONSTRUCTION SERVICES

6U1 Utility Construction Services

Overview

Facilitate advance utility relocations prior to UDOT's contractor starting work where appropriate. Coordinate the transfer of information obtained during the utility design phase to construction. Continue coordination with contractors and utility companies through the construction phase.

Resources

- Contractor's Baseline Schedule/Monthly Updates
- Executed Utility Agreements
- UDOT Standard and Supplemental Drawings
- UDOT Standard Specification Section 00555 Prosecution and Progress
- UDOT Standard Specification Section 00727 Control of Work
- UDOT Utility Coordination Manual of Instruction
- Utility Conflict Matrix for the project

Deliverables

1. Advance Relocation of Utilities

Tasks

- Advance Relocation of Utilities
- Utility Relocation During Project Construction

2. Coordination Meetings

Tasks

- Attend Pre-bid Meeting (optional)
- Attend Pre-Construction Meeting (mandatory)
- Attend Partnering Meeting (optional)
- Attend Construction Team Meetings (as required by the work schedule)

Advance Relocation of Utilities

When advance relocation work is feasible and cost effective, utility owners may complete their relocations prior to the UDOT contractor's work. Responsibility for clearing and grubbing, surveying, traffic control, and resurfacing/restoration must be described in the relocation agreement. Relocate utilities according to design plans.

Utility Relocation During Project Construction

Provide staking and other pre-work activities to allow utility companies to successfully relocate their facilities in coordination with UDOT's contractor. Relocate utilities according to design plans.

Attend Pre-bid Meeting (optional)

On projects that involve railroad coordination or complex utility relocations and coordination during construction, consider holding a pre-bid meeting. The Project Manager and Resident Engineer work with the Region Utility and Railroad Leader to invite plan holders along with the appropriate local government agencies, railroad company representatives, and utility companies to address relocation/adjustment requirements, other issues, and construction scheduling. Often pre-bid meetings will involve other items and parties beyond utility companies.

Refer to UDOT Contract Documents for specific items to discuss at the meeting. Possible topics include:

- Limitations and coordination efforts based on project specifications and seasonal restrictions.

- o Questar Gas Company cannot interrupt IHP lines between November and March and HP lines between October 1 and April 1 without written permission.
- o Rocky Mountain Power cannot schedule line outages on transmission lines between May 1 and September 1.
- o Most telecommunication companies cannot schedule line splicing between Thanksgiving and New Year's Day, or on Mother's Day.
- o Irrigation lines cannot be taken out of service between April 15 and October 15.
- o All utility companies have strict regulations for notifying customers in advance of service interruptions.
- Utilities long lead procurement items and scheduling/contracting of work crews.
- Pre-work required prior to utility commencing.
- Constructability issues such as cuts, fills, structures, and work sequencing.

Attend Pre-Construction Meeting (mandatory)

Within 14 calendar days of receiving the Notice of Award, the Resident Engineer and the UDOT contractor schedule the preconstruction conference. Using the utility contact information provided in the contract documents and the Region Utility and Railroad Leader, invite all utility company representatives to the Preconstruction Meeting. Provide a final set of project plans to each utility company as well as related contract document information involving utilities.

Refer to UDOT Contract Documents for specific items to discuss at the meeting. Possible topics include:

- Limitations and coordination efforts based on project specifications and seasonal restrictions.
 - o Questar Gas Company cannot interrupt IHP lines between November and March and HP lines between October 1 and April 1 without written permission.
 - o Rocky Mountain Power cannot schedule line outages on transmission lines between May 1 and September 1.
 - o Most telecommunication companies cannot schedule line splicing between Thanksgiving and New Year's Day, or on Mother's Day.
 - o Irrigation lines cannot be taken out of service between April 15 and October 15.
 - o All utility companies have strict regulations for notifying customers in advance of service interruptions.
- Utilities long lead procurement items and scheduling/contracting of work crews.
- Pre-work required prior to utility commencing.
- Constructability issues such as cuts, fills, structures, and work sequencing.

At the Preconstruction Meeting, the UDOT contractor, with UDOT oversight, works with the utility companies to review and discuss the proposed sequence of operations and to set a more exact schedule for relocation of the utility facilities in the field. They also coordinate the timing of the relocation of utilities with the project construction activities using the utility information in the limitations of operations, utility special provisions, and the approved relocation plans. This discussion should include addressing the pre-work items from the UDOT contract documents that the contractor may need to do before completing utility relocations.

Attend Partnering Meetings (optional)

Include Region Utility and Railroad Leader and key utility and railroad company representatives in partnering meetings.

Attend Construction Team Meetings (as required by the work schedule)

Invite utility companies to regular team meetings as required by the work schedule and coordination needs of the project. The UDOT contractor is required to submit a Baseline Construction Schedule at the Pre-Construction Meeting along with monthly updates to the Resident

Engineer addressing the following items:

- Coordinate all activities and interaction with other entities.
- Clearly define significant interaction points.
- Include milestones and coordination points.
- Include a narrative on how coordination with other entities will be handled.

The Baseline Construction Schedule must be consistent with the utility information included in the limitations of operations and special provisions. It is important that the UDOT contractor coordinate work schedules with the utility companies and not assume that work can be completed by the utility companies at any given time. Adjust and revise the schedule for relocation of utility facilities, including milestones and coordination points.

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:		Project Number:	F-0106(21)8	PIN:	16933
UDOT Primary Contact:	Paul Egbert						
PIN Description:	Main Street (SR-106); Park Lane to Shepard Lane						

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date	Key
SERIO, DEBRA	OWNER	COLLEGE		64	\$81.01	\$87.44	NTP	
BLACKBURN, RACHAEL	AGREEMENT COORDINATOR	MASTERS		200	\$75.22	\$81.19	NTP	Y
WILSON, BRANDON	AGREEMENT COORDINATOR	COLLEGE		122	\$66.97	\$72.29	NTP	Y
BUTE, JO-ANN	AGREEMENT COORDINATOR	BA		100	\$56.76	\$61.27	NTP	
TUCKER, TRISHA	AGREEMENT COORDINATOR	MASTERS		95	\$56.76	\$61.27	NTP	
				Total Hours for SERIO CONSULTING, LLC:	581			

Pay Rate Variance Explanation

Contract Start Date 7/1/2023 | Contract End Date 01/1/2025 | Months in Contract 27 | Serio Consulting anticipates giving 7% raises to all employees on January 1, 2024, and January 1, 2025. Since the contract duration is 27 months, Serio Consulting has prorated the raise over the contract's life at 7.94%. Serio Consulting will perform 30% of the work in 2023, 51% of the work in 2024, and 19% in 2025.

Project Name:
Main Street (SR-106); Park Lane to Shepard Lane
Project Number: F-0106(21)8
PIN: 16933



SERIO CONSULTING

SCHEDULE

MONTHS:	July 2023 - October 2024	October 2024 - September 2025
27	Utility Coordination, Agreements, Advertisement	Construction and Agreement Close Out
		

FEES

**COST PLUS A FIXED FEE
WITH FIXED TOTAL ADDITIVE RATE**

1. **COST PLUS A FIXED FEE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the LOCAL AUTHORITY agrees to pay the CONSULTANT for the actual allowable cost and the FIXED additives plus a fixed fee. Overhead rates have been reviewed, approved, and are limited to the costs which are allowable under 2 C.F.R. Part 200 Subpart E Cost Principles and 48 C.F.R. Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 USC § 112(b)(2)(B), as modified by Utah State law, administrative rules, regulations, or contract provisions.

The contract cost includes direct labor expense, payroll additives; indirect costs and other direct non-salary costs as outlined below.

- (a) The direct labor expense is the actual salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The payroll additives and indirect costs are FIXED as 78.99% of the direct salary expense.
 - (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.
 - (c) If necessary and DEPARTMENT approved, any additional direct travel or lodging expenses incurred in fulfilling the terms of this contract will be reimbursed at actual costs up to the Government Services Administration (GSA) maximum allowed travel rates.
 - (d) If the CONSULTANT'S normal accounting practice is to include costs in (b) and (c) above as indirect expenses, then this contract will be consistent with that practice. These types of costs must be disclosed as part of the CONSULTANT's accounting practices and in conformance to Federal Cost Principles.
 - (e) The fixed fee has been determined and agreed upon as 11.00% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$8,387.71. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. The CONSULTANT will prorate the fixed fee payment and invoice in proportion to the percentage of work completed. If the CONSULTANT has satisfactorily completed the services in ATTACHMENT C, any portion of the fixed fee payment not previously paid in the periodic payment may be invoiced in the final payment request.
 - (f) Guest meals (meals paid by a CONSULTANT or a CONSULTANT's employee for someone other than his/her self) will not be eligible for reimbursement unless previously approved in writing by the DEPARTMENT Project Manager.
2. **MODIFICATIONS:** In the event the LOCAL AUTHORITY requires changes of services which materially affect the scope or work plan a contract modification for a change in compensation and/or time for completion must be entered into by the parties hereto prior to making such change. Any such work done without prior LOCAL AUTHORITY and the DEPARTMENT agreement must be deemed ineligible for reimbursement by the DEPARTMENT. The LOCAL AUTHORITY will not entertain requests or claims for reimbursement and remuneration unless written approval is given prior to performance of the work.
3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved percentage of work completed and are made pursuant to certified invoices received.
4. **INVOICES:** The CONSULTANT will invoice the LOCAL AUTHORITY and DEPARTMENT using the actual Wage Rates, FIXED Overhead Rate, prorated Fixed Fee amount, and any additional Direct Costs. The CONSULTANT will submit monthly payment requests promptly and no later than 45 calendar days after each monthly billing cycle. Invoices are to reflect charges as they apply to the appropriate contract, project, and account number, and must be certified and executed by an official legally authorized to bind

the firm. The invoice must be substantiated with appropriate supporting documentation such as time sheets, labor reports, or cost accounting system print-out of employee time, receipts for direct expenses, and subconsultant invoices and supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to final approval by the DEPARTMENT'S Comptroller's Office. The DEPARTMENT will make undisputed payments no later than 30-days after receiving CONSULTANT's invoices and progress reports for services performed. If an invoice is incorrect, defective, or otherwise improper, the DEPARTMENT will notify CONSULTANT within 15 days of discovering the error(s). After the DEPARTMENT receives the corrected invoice, the DEPARTMENT will pay CONSULTANT within 30-days of receiving such invoice.

Payment requests for services performed on or before the last day of the Utah fiscal year (June 30), must be submitted no later than 30 calendar days after the billing cycle, see Utah Code Ann. § 63J-1-601.

The CONSULTANT acknowledges untimely billing may adversely affect the LOCAL AUTHORITY and the DEPARTMENT due to federal funding requirements in 41 C.F.R. § 105 – 71.123, and/or the state fiscal constraints imposed upon it as a department of state government by the Budgetary Procedures Act, Utah Code Ann. § 63J-1-101 et seq. The CONSULTANT waives payment, and waives the right to bring action in law or in equity to recover payment for services, for any and all payment requests the DEPARTMENT does not receive from the CONSULTANT within the timeframe provided under this contract.

5. **FINAL PAYMENT:** Final invoice payment will be released only after all materials and services associated with this contract have been reviewed and approved by the DEPARTMENT'S Project Manager and finalized by the DEPARTMENT'S Comptroller's Office. The final invoice payment will not be released until a Consultant Project Evaluation form has been completed by the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager.

The DEPARTMENT'S Comptroller's Office has the right to hold the final payment on certain projects when design and construction are performed by two separate Consultants or if there is a potential possibility of a design or construction error. The DEPARTMENT also has the right to hold the final invoice payment until the final audit is complete upon the request of the DEPARTMENT Project Manager.

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract must not exceed **\$84,705.12** Contract overruns will not be paid.
7. **COST PROPOSAL:** The Cost Proposal for the CONSULTANT and/or sub-consultant, if applicable, may be found in the following pages of Attachment D of this contract.

UDOT CMS Cost Proposal

Contract Number:	NEW	Mod:		Project Number:	F-0106(21)8	PIN:	16933
UDOT Primary Contact:	Paul Egbert						
PIN Description:	Main Street (SR-106); Park Lane to Shepard Lane						

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
BLACKBURN, RACHAEL	AGREEMENT COORDINATOR	200	\$81.19	\$16,238.00
BUTE, JO-ANN	AGREEMENT COORDINATOR	100	\$61.27	\$6,127.00
SERIO, DEBRA	OWNER	64	\$87.44	\$5,596.16
TUCKER, TRISHA	AGREEMENT COORDINATOR	95	\$61.27	\$5,820.65
WILSON, BRANDON	AGREEMENT COORDINATOR	122	\$72.29	\$8,819.38
Total Hours:		581		
Total Direct Labor:				\$42,601.19
Overhead:			78.99%	\$33,650.72
Total Direct Labor plus Overhead:				\$76,251.91
Fixed Fee:			11.00%	\$8,387.71
Burdened Labor Cost:				\$84,639.62
Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
2023 MILEAGE	MILE	100.0	\$.655	\$65.50
Total Other Direct Charges:				\$65.50
Total Contract Cost:				\$84,705.12

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-0106(21)8	PIN:	16933
UDOT Primary Contact:	Paul Egbert						
PIN Description:	Main Street (SR-106); Park Lane to Shepard Lane						

Employee Name	2U1	3U1	3U2	3U4	4U1	4U2	4U3	5U1	6U1	Total
SERIO, DEBRA	2	2	5	5	5	15	15	5	10	64
BLACKBURN, RACHAEL	5	25	25	25	30	30	30	5	25	200
WILSON, BRANDON	2	10	10	10	25	5	5	5	50	122
BUTE, JO-ANN	15	5	5	5	5	25	25	5	10	100
TUCKER, TRISHA	5	5	5	5	5	25	25	5	15	95

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-0106(21)8	PIN:	16933
UDOT Primary Contact:	Paul Egbert						
PIN Description:	Main Street (SR-106); Park Lane to Shepard Lane						

	2U1	3U1	3U2	3U4	4U1	4U2	4U3	5U1	6U1	Total
Firm Activity Totals:	29	47	50	50	70	100	100	25	110	581
Transaction Activity Totals:	29	47	50	50	70	100	100	25	110	581

Insurance

As stated in Attachment B - Standard Terms and Conditions, services to be provided by the CONSULTANT under this contract are required to be covered by insurance. Insurance must be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the DEPARTMENT.

Insurance	Full Coverage Exception	Aggregate Coverage Exception	Expiration Date	Insurance Carrier	Policy Number	Each Occurrence Limit	General Aggregate Limit	Additional Endorsement
AUTOMOBILE LIABILITY	N	N	1/10/2024	TRAVELERS CASUALTY	BA 0 N 881962	\$1,000,000	\$0	Y
EXCESS/UMBRELLA LIABILITY	N	N	11/13/2023	AUTO OWNERS INSURANCE	526 052 4800	\$1,000,000	\$1,000,000	N
GENERAL LIABILITY	N	N	11/13/2023	AUTO OWNERS INSURANCE	576 052 41	\$1,000,000	\$2,000,000	Y
PROFESSIONAL LIABILITY	Y	N	11/1/2023			\$0	\$0	N
VALUABLE PAPERS	Y	N	9/7/2022			\$0	\$0	N
WORKERS COMPENSATION	N	N	1/16/2024	WCF MUTUAL INSURANCE COMPANY	400 523 8	\$1,000,000	\$0	N



160 S Main
Farmington Utah 84025

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Shannon Harper, City Treasurer
Date: July 18, 2023
Subject: Updated Investment Policy

RECOMMENDATION

Approve the enclosed changes to the City Investment Policy

BACKGROUND

The City's investment advisor, Meeder Public Funds, has reviewed the existing investment policy. They have recommended some changes in language to bring the policy in line with the Utah Money Management Act.

Respectfully submitted,

Shannon Harper
City Treasurer

Review and concur,

Brigham Mellor
City Manager

FARMINGTON CITY INVESTMENT POLICY

1.0 POLICY

It shall be the policy of Farmington City to invest public funds in securities and deposits that provide a high degree of safety and liquidity along with a competitive yield.

Furthermore, it shall be the policy of the City that all invested public funds shall be made in accordance with applicable local and State statutes, specifically the Utah Money Management Act, which provisions are hereby incorporated as part of this policy.

2.0 SCOPE

This investment policy applies to all financial assets of Farmington City. These funds are accounted for in the City's Annual Financial Report and currently include the following funds.

- General Fund
- Capital Building Fund
- Capital Equipment Fund
- Capital Park Fund
- Capital Street Fund
- Fire Impact Fee Fund
- Cemetery Perpetual Care Fund
- Water Fund
- Sewer Fund
- Garbage Fund
- Storm Drain Fund
- Ambulance Fund
- Recreation Fund
- Special Events Fund
- RDA Funds
- Debt Funds

Any new funds created shall also be subject to this investment policy and be subject to local and State statutes and rulings of the Money Management Council.

3.0 PRUDENCE

Farmington City's investment program shall follow the "prudent person" and/or "prudent investor" rules. Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the

investment policy and exercising due diligence shall be relieved of personal responsibility for any individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVE

In accordance with the Utah Money Management Act 51-7-17, the primary objectives of Farmington City's investment activities, in order of priority, shall be:

1. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of Farmington City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. This includes the protection of principal during periods of financial market volatility. To attain this objective, Farmington City always puts safety first and will look to diversify its investments by investing funds among a variety of securities offering independent returns and financial institutions.
2. **Liquidity:** Farmington City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.
3. **Yield on Investments:** Farmington City's investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.
4. **Different Investment Objectives:** Farmington City's investment program will recognize the different investment objectives of operating and permanent funds.
5. **Maturity of Investments:** Farmington City's investment program will ensure that the maturity dates of the investments do not exceed the anticipated dates of the expenditure of funds.

5.0 DELEGATION OF AUTHORITY

Authority to manage Farmington City's investment program is derived from the Utah Code Annotated 10-6-141. The Mayor and City Council have assigned the responsibility for conducting investment transactions to the City Treasurer under the supervision and direction of the Assistant City Manager/ City Finance Director. The City Treasurer shall establish procedures for the operation of the investment program consistent with this investment policy and subject to the City's organizational structure as established. In the absence of the City Treasurer, the Assistant City Manager/ City Finance Director is authorized to conduct the City's investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the

procedures established by the City Treasurer and Assistant City Manager/ City Finance Director.

6.0 ETHICS AND CONFLICTS OF INTEREST

Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism worthy of the public trust. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interests in financial institutions that conduct business within the City. Furthermore, they shall disclose any large personal financial or investment positions that could be related to the performance of the City's portfolio.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

Farmington City shall make investments only with dealers and institutions which are certified through the State of Utah and meet all requirements imposed by the Utah Money Management Council under Rule 16 and any other applicable sections or rules in the Utah Money Management Act. The Utah Money Management Council issues quarterly lists of certified dealers and qualified depositories authorized by State statute to conduct transactions with public treasurers. The City Treasurer will review these lists prior to investing and also quarterly to verify the dealers and institutions remain in compliance with State statutes. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which Farmington City invests.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

Investments shall be made in compliance with the Utah Money Management Act 51-7-11. In general, these investments include, but are not limited to:

- Utah Public Treasurers' Investment Fund
- Obligations of the U.S. Treasury
- Commercial Paper
- Corporate Bonds
- Bankers' Acceptances
- Fixed rate negotiable deposits
- U.S. Government obligations other than mortgage pools and other mortgage derivative products
- Fixed-end-variable rate corporate obligations

- Tax anticipation notes and general obligation bonds
- Bonds or notes of any political subdivision of the state of Utah
- Shares or certificates in a money market mutual fund
- Variable rate negotiable deposits

Repurchase and Reverse-repurchase Agreements are not allowed by this policy. Farmington City shall not enter into a Master Repurchase Agreement, a repurchase agreement, or a reverse-repurchase agreement.

9.0 INVESTMENT POOLS / MUTUAL FUNDS

Farmington City shall require a thorough investigation of the Utah Public Treasurers' Investment Fund or similar qualified pool or funds prior to investing and on a continual basis. The City shall require the following from said funds:

1. Monthly statement detailing all transactions on each investment account held by the City including:
 - a. All deposits and withdrawals listed by date
 - b. Beginning and ending balance
 - c. Average daily balance
 - d. Gross earnings and net earnings
 - e. Gross earnings rate and net earnings rate
 - f. Any fees
2. Semiannual statement including:
 - a. How funds are invested
 - b. How often securities are priced
 - c. How often the pool or fund is audited
3. Quarterly report including:
 - a. List of depository institutions that have been qualified as depositories to receive public funds including the maximum amount of uninsured public funds allowed per institution.
 - b. List of Certified Dealers and their Agents who are certified to received public funds.
4. A current copy of the Utah Money Management Act and Rules of the Utah Money Management Council.

10.0 COLLATERALIZATION

The State of Utah does not require the collateralization of public funds

11.0 SAFEKEEPING AND CUSTODY

All security transactions entered into by Farmington City shall be conducted on a delivery-versus-payment basis. All security transactions shall be held in safekeeping by a third-party institution which has been certified by the Utah Money Management Council and designated by the City Treasurer. Securities held in safekeeping will be evidenced by a safekeeping receipt issued to the City Treasurer.

12.0 DIVERSIFICATION

Farmington City will diversify its investments by security type, institution and maturity, ~~making investments within the diversification limits and guidelines set by the Utah. With the exception of U.S. Treasury securities and authorized pools, no more than 50% of Farmington City's total investment portfolio will be invested in a single security type or with a single financial institution. Diversification of investments with a single institution must comply with applicable rules of the State~~ Money Management Act.

13.0 MAXIMUM MATURITIES

As stated in the Utah Money Management Act 51-7-11, "the remaining term to maturity of the investment may not exceed the period of availability of the funds to be invested" To the extent possible, Farmington City will attempt to match its investments with anticipated cash flow requirements. Recognizing the overall short-term duration of the budget cycle and normally anticipated cash flow, maturities will not exceed a maximum of five years.

14.0 INTERNAL CONTROL

The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the funds of the City are protected from loss, theft, or misuse. The Assistant City Manager/ Finance Director will reconcile the accounts monthly and there shall be an annual process of independent review by an external auditor to ensure compliance with policies and procedures.

15.0 PERFORMANCE STANDARDS

Market yields will be sought throughout the budget and economic cycle consistent with the overriding objectives stated. In keeping with State of Utah statutes, and Farmington City's investment strategy, funds shall be placed for investment and not speculation. As such, Farmington City's investment strategy is passive not active. The benchmark standard for rate of return on the City Portfolio will be the average rate of return on similar investments and portfolios.

16.0 REPORTING

The City Treasurer shall provide the City Manager and Assistant City Manager/ Finance Director quarterly investment reports which provide a clear picture of the status of the current investment portfolio. Schedules in the quarterly report shall include:

1. A listing of individual securities held at the end of the reporting period by authorized investment category.
2. Average life and final maturity of all investments listed.
3. Coupon, discount or earnings rate
4. Par value and Market Value
5. Percentage of the Portfolio represented by each investment category.

17.0 INVESTMENT ADVISORS

The City Treasurer will follow Rule 19 of the Rules of the Utah Money Management Council when retaining an Investment Adviser for the city. Specifically:

1. The City Treasurer may use an investment advisor to conduct investment transactions on behalf of the City Treasurer as permitted by statute, rules of the Money Management Council and as permitted by Farmington City Investment policy.
2. The City Treasurer using an investment adviser to conduct investment transactions on behalf of the City is responsible for full compliance with the Act and rules of the Council.
3. The City treasurer will use due diligence in the selection of an investment adviser and in monitoring compliance with the Act and Rules of the Council by the investment advisor.
4. The City Treasurer shall assure compliance with the following minimum standards.
 - a. The City Treasurer may use a certified investment adviser who is properly designated pursuant to Utah Administrative Code R628-15.
 - b. The City Treasurer's use of a certified investment adviser shall be governed by a written investment advisory services agreement between the City and the certified investment adviser. Terms of the agreement shall conform to the requirements of Utah Administrative Code R628-15.
 - c. Prior to entering into an investment advisory services agreement the City Treasurer shall request, and the investment adviser shall furnish, the SEC Form ADV Part 2 for review and consideration by the City Treasurer.
 - d. All investment transactions and activities of the City Treasurer and the certified investment adviser must be in full compliance with all aspects of the Utah Money Management Act and Rules of the Council particularly those requirements governing criteria for investments, safekeeping,

utilizing only certified dealers or qualified dealers, and purchasing only the types of securities listed in 51-7-11, 51-7-12 and 51-7-13 of the Act as applicable.

- e. Prior to entering into an investment advisory services agreement with a certified investment adviser, the City Treasurer shall request, and the investment adviser shall furnish, a clear and concise explanation of the investments adviser's program, objectives, management approach and strategies used to add value to the portfolio and return, including the methods and securities to be employed.
5. If the City has contracted with an investment adviser for the management of public funds the City Treasurer shall provide the detail of those investments to the City Manager and Assistant City Manager/ Finance Director pursuant to Section 51-7-18.2 of the Utah Money Management Act.

18.0 INVESTMENT POLICY ADOPTION

Investment policies are developed by the City Treasurer and reviewed by the Assistant City Manager/ City Finance Director, City Manager, Mayor and City Council subject to the rules of the Utah Money Management Act. The City's investment policy shall be adopted by Farmington City Council. Any modifications made to this policy must be approved by the City Council.

19.0 GLOSSARY

AGENCIES: Federal agency securities and/or Government-sponsored enterprises.

ASKED: The price at which securities are offered.

ASSET: A resource with economic value that an individual, company, or country owns or controls with the expectation that it will provide future benefit.

BANKERS' ACCEPTANCE (BA): A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BROKER: A broker brings buyers and sellers together for a commission.

CALL FEATURE: A feature in a bond agreement that allows the issuer to buy back bonds at a set price within certain future time frames.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

CERTIFIED DEALER: (a) A primary reporting dealer recognized by the Federal Reserve Bank of New York who is certified by the Utah State Division of Securities of the Department of Commerce as having met the applicable criteria of council rule; or (b) a broker dealer who has and maintains an office and a resident registered principal in the state of Utah, meets the capital requirements established by Utah Money Management Council rules, meets the requirements for good standing established by Utah Money Management Council rule and is certified by the Utah State Division of Securities of the Department of Commerce as meeting quality criteria established by Utah Money Management Council rule.

CERTIFIED INVESTMENT ADVISER: A federal covered adviser, as defined in Section 61-1-13 of the Utah Code, or an investment adviser, as defined in Section 61-1-3 of the Utah Administrative Code, who is certified by the director as having met the applicable criteria of council rule.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual report for the government entity. It includes five combined statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP). It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

CUSTODY: A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement which also calls for the bank to collect and pay out income, to buy, sell, receive and deliver securities when ordered to do so by the principal.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY-VERSUS-PAYMENT: There are two methods of delivery of securities: delivery-versus-payment and delivery-versus-receipt. Delivery-versus-payment is delivery of securities with an exchange of money for the securities. Delivery-versus-receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (a) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (b) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

DUE DILIGENCE: Such a measure of prudence, activity, assiduity, as is properly to be expected from, and ordinarily exercised by, a reasonable and prudent standard, but depending on the relative facts of the special case.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g.; Savings and Loan Associations (S&L's), small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per depositor.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

FLOATING RATE NOTE: Also known as a floater or FRN, is a debt instrument with a variable interest rate. A floating rate note's interest rate, since it is not fixed, is tied to a benchmark such as the U.S. Treasury bill rate, LIBOR, the fed funds, or the prime rate.

FUNGIBILITY: A good or asset's interchangeability with other individual goods or assets of the same type.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the Federal Housing Administration (FHA), Veterans' Affairs (VA), Rural Housing Service (RHS) or Public and Indian Housing (PIH) mortgage loans. The term "pass-throughs" is often used to describe Ginnie Maes.

LIQUIDITY: The degree to which an asset or security can be quickly bought or sold in the market without affecting the asset's price.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price upon which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the Federal Open Market Committee (FOMC) in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

OPTION: A financial derivative that represents a contract sold by one party (the option writer) to another party (the option holder). The contract offers the buyer the right, but not the obligation, to buy (call) or sell (put) a security or other financial asset at an agreed-upon price (the strike price) during a certain period of time or on a specific date (exercise date).

PAR VALUE: The face value of a bond. Par value for a share refers to the stock value state in the corporate charter. The market price of a bond may be above or below par, depending on factors such as the level of interest rates and the bond's credit status.

PASS-THROUGH SECURITY: A pool of fixed-income securities backed by a package of assets. A servicing intermediary collects the monthly payments from issuers and, after

deducting a fee, remits or passes them through to the holders of the pass-through security.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT INVESTOR ACT: A U.S. law that sets the standard of fiduciary duty for those entrusted with the responsibility of managing others' money, such as trustees and estate administrators. It requires that a trustee weigh risk-versus-reward when making investment decisions, taking into account the income that may be generated by the investment as well as the probable safety of the invested capital.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state-the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED DEPOSITORY: A Utah depository institution or an out-of-state depository, as defined by the Utah Money Management Act, whose deposits are insured by an agency of the Federal Government and that has been certified by the commissioner of financial institutions as having met the requirements established by the Utah Money Management Act and the Rules of the Utah Money Management Council to be eligible to receive deposits of public funds.

RATE OF RETURN: The gain or loss on an investment over a specified time period, expressed as a percentage of the investment's cost. Gains on investments are defined as income received plus any capital gains realized on the sale of the investment.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, meaning it is increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITY: A financial instrument that represents an ownership position in a publicly-traded corporation (stock), a creditor relationship with a governmental body or corporation (bond), or rights to ownership as represented by an option. A security is a fungible, negotiable financial instrument that represents some type of financial value. The company or entity that issues the security is known as the issuer.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

STEP-UP BOND: A bond that pays an initial coupon rate for the first period, and then a higher coupon rate for the following periods.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, FNMA SLMA, etc.) and Corporations which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, and derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from 2 to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a)

INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

FARMINGTON CITY – CITY COUNCIL MINUTES

JUNE 20, 2023

WORK SESSION

Present:

*Mayor Brett Anderson,
City Manager Brigham Mellor,
Mayor Pro Tempore/Councilmember Scott
Isaacson,
Councilmember Roger Child,
Councilmember Melissa Layton,
Councilmember Alex Leeman,
Councilmember Amy Shumway,
City Attorney Paul Roberts,
City Recorder DeAnn Carlile,*

*Recording Secretary Deanne Chaston,
Community Development Director Dave
Petersen,
Assistant Community Development
Director/City Planner Lyle Gibson,
Assistant City Manager/City Engineer Chad
Boshell,
Finance Director Greg Davis,
Accountant Kyle Robertson, and
Police Chief Eric Johnsen.*

Mayor **Brett Anderson** called the work session to order at 6:06 p.m.

WASATCH PROPERTIES DISCUSSION

Assistant Community Development Director/City Planner **Lyle Gibson** presented this agenda item. Wasatch purchased 20 acres from Stack between Innovator and Maker Way in order to develop the residential portion, which was already approved in the Project Master Plan (PMP). The applicant is coming before the Council now to get feedback on the architectural components of the townhomes, three-story apartments, stacked flats, and seven-story podium building with some commercial.

Jeff Nelson with Wasatch said they now have elevations for the buildings. The intent is to book-end the site coming from the south and Innovator on the other side, so it will be one of the first things you see on the site. This product is different than anything typically found in Utah. It brings as much glass as possible to the street level along with buffering and landscaping. It will help connect the street scape with the retail on the back.

Decks have been removed from the residential and replaced with larger square footage, about 150 to 200 more square feet, for a total of around 2,500 square feet. This is a custom window designed with Amsco to meet the wind ratings in Farmington. An 8 foot by 8 foot sheet of glass is not cheap. Every room has the same symmetrical look with glass.

The residential building is a mixture of two- and three-bedroom units. Single-car garages will be on the backside and are available for rent. There will be additional covered and surface parking. The townhomes have two-car garages plus additional guest parking. Councilmember **Roger Child** suggested car-length driveways for the townhomes, which will keep the streets clear.

Two units were removed to make room for a 2,500-square-foot roof deck on the fourth floor. This will be for outdoor living amenities and replace the outdoor living space. It will be a collective amenity instead of an individual space.

The building is predominantly brick, so it looks like an old renovated building. Councilmember **Alex Leeman** said he appreciates that brick was used all the way up the facades. **Child** said he loves the permanence and historical feeling the brick gives. He appreciates the urban feel and doesn't miss the balconies. It is a residential building that has a commercial-type front, which reminds of him of the Eagle Gate apartments in Salt Lake City. He said big windows looking down on the street can be a beneficial thing, as it can cut down on crime.

Councilmember **Amy Shumway** said she usually loves balconies, but she feels for this building, it is appropriate that this does not have balconies. Councilmember **Melissa Layton** said with such big windows tenants will feel they are already outside, so they won't miss balconies.

While he can see the good things that have been pointed about this design, Councilmember **Scott Isaacson** said it looks like just a square box to him. He knows it is the style now, but he feels it won't look great decades later. He would like this building to have a cohesive look with the nearby townhomes. He wants things to look planned and like they are in the same family.

Adam Langford with Wasatch said this building was designed just for Farmington, and it will never be seen anywhere else. **Nelson** said they haven't hired an exterior design consultant yet, but that consultant should be able to weave it all together. Site wide, amenities include two pickleball courts, a dog park, pet wash, and golf simulator. Trees will be planted in the park strips.

Gibson said the Council may not see more architecture and site plan details, as the project is set to go through the Planning Commission next. **Nelson** said since the project is so early in the process, a lot of things can change. The parapets may even change still. The project will not be age-restricted, and he expects empty-nesters and newlyweds will live here and in the residential of the podium building, while families are more likely to live in the townhomes. However, there will be a mix throughout the 470-unit project, which is all for-rent. The townhomes are divided so they could be sold separately in the future.

Langford said Wasatch owns their own communities long-term and does their own project management. They have no intent to sell and are in it for the long-term. **Child** said 470 units justifies on-site management. **Langford** said there will be 12 full-time employees on-site six days a week. They will offer cooking classes, super bowl parties, and other activities for the residents. **Langford** said the 10- to 12-foot public-access pedestrian greenway will continue south to the park and have benches, lighting, and landscaping.

I-15 EXPANSION UPDATE

Assistant City Manager/City Engineer **Chad Boshell** presented this agenda item regarding the Utah Department of Transportation (UDOT) Interstate 15 widening project. After holding meetings with residents and City Staff, UDOT has removed Glovers Lane off the Environmental Impact Study, meaning it stays the same in terms of not having an interchange. There are some adjustments such as shifting the frontage road some. The overpass will be replaced and look more like the one over Legacy with a pedestrian walkway.

UDOT is still looking at a couple of options on State Street, and both options keep the three homes because UDOT realized they didn't need to go that wide. However, the orange brick home furthest west has to go no matter what. One option is the current configuration with the

frontage road under state street, which will give Lagoon more direct access. The other option is to bring it back up to the overpass for a four-way intersection.

Boshell said he prefers it going underneath. Community Development Director **Dave Petersen** said Staff doesn't know which configuration is best yet, as they are only looking at preliminary numbers. A free right reduces traffic significantly. Instead of a full interchange at Glovers Lane, there may be one at 200 West with the option to go to 200 West or bypass it and go underneath to Lagoon without ever stopping. Traffic could get on the freeway going north, but not exit south. If coming from the south, traffic could continue on the frontage road. UDOT likely will not take any homes on the south, just encroach on them right into their backyards.

CLOSED SESSION

Present:

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

*City Attorney Paul Roberts,
City Recorder DeAnn Carlile,
Recording Secretary Deanne Chaston,
Community Development Director Dave
Petersen,
Assistant City Manager/City Engineer Chad
Boshell, and
Finance Director Greg Davis.*

Motion:

At 6:53 p.m., Mayor Pro Tempore/Councilmember **Scott Isaacson** made the motion to go into a closed meeting for the purpose of acquisition or sale of real property.

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

Mayor Pro Tempore/Councilmember Scott Isaacson	X Aye ___ Nay
Councilmember Roger Child	X Aye ___ Nay
Councilmember Melissa Layton	X Aye ___ Nay
Councilmember Alex Leeman	X Aye ___ Nay
Councilmember Amy Shumway	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., Councilmember **Alex Leeman** made a motion to reconvene to an open meeting. Councilmember **Amy Shumway** seconded the motion. All Council members voted in favor, as there was no opposing vote.

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

REGULAR SESSION

Present:

*Mayor Brett Anderson,
 City Manager Brigham Mellor,
 Mayor Pro Tempore/Councilmember Scott Isaacson,
 Councilmember Roger Child,
 Councilmember Melissa Layton,
 Councilmember Alex Leeman,
 Councilmember Amy Shumway,
 City Attorney Paul Roberts,
 City Recorder DeAnn Carlile,
 Recording Secretary Deanne Chaston,
 Community Development Director Dave Petersen,*

*Assistant Community Development Director/City Planner Lyle Gibson,
 Assistant City Manager/City Engineer Chad Boshell,
 Finance Director Greg Davis,
 Accountant Kyle Robertson,
 City Parks and Recreation Director Colby Thackeray,
 Public Works Director Larry Famuliner,
 Police Chief Eric Johnsen, and
 Fire Chief Rich Love.*

CALL TO ORDER:

Mayor **Brett Anderson** called the meeting to order at 7:06 p.m.

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

Councilmember **Melissa Layton** offered the invocation, and the Pledge of Allegiance was led by Mayor Pro Tempore/Councilmember **Scott Isaacson**.

PRESENTATION:

Redkor Branding

Mayor Anderson said the City has been evaluating its brand and continuity. Currently the brand, logos, and letterhead are all different. The process has been painful, invigorating, and exciting, depending on who you ask. Countless hours have gone into this. Tonight the presentation will show where the City is at and allow for Council input. In the future, the official letterhead won't include all Councilmember names. This has led to having to throw out letterhead with each new election.

Rushford Lee with Redkor Branding presented a 95% completed playbook that is divided into six sections. A brand is more than a logo and includes research, messaging, and marketing. It is what makes a City unique and different.

City Manager **Brigham Mellor** said he appreciates the empirical way **Lee** approached branding, including soliciting public feedback through social media and on utility billing emails. There were 305 responses.

Lee said the playbook includes consistent free fonts and colors. There are four separate logos for police, fire, public works, and parks and recreation. Employees should read through the playbook when they start employment. It includes a lot of messaging for social media and emails. Farmington's messaging focuses on three pillars: access to everything you need; gateway to nature and recreation; and beauty, tradition, and community. Points include: feels like home; family friendly; blend of historic and modern; deep roots; community and belonging; safe and secure; the good life; and gateway to nature. These are good to use in social media.

Park Design by Blu Line Designs

City Parks and Recreation Director **Colby Thackeray** presented this agenda item. Blu Line Designs was hired in February to help design the new park by the business park; it is unlike anything Farmington has done. If the Council feels good about this, it will proceed to the Planning Commission.

Brent Potter, landscape architect with Blu Line Designs, addressed the Council, thanking the Staff for giving his company leeway to be creative without constraint. After surveying developers and meeting with the Parks, Recreation, Arts and Trails (PRAT) Advisory Board and City Staff, the company produced three concepts. The focus was on the Preliminary Master Plan (PMP) and included connection, continuing the pedestrian greenway walk from the north to Station Park, and designing for a nature aspect including trees. The main constraint was the large detention basin.

There is a walking loop around the park, a ninja warrior course, bouldering walls, 40-yard dash, nine square, benches, a lounge area with bistro lights, fire pit, ping pong tables, cornhole, spaces for food trucks, hammocking, pavilions, restrooms, maintenance building, six pickleball courts, a full-size basketball court, farmers market stalls, an interactive water feature, playground with artificial turf, seating areas, steel structured swings, a stage, and boardwalk bridges through wetlands. There will be 110 parking stalls with an additional 181 parking stalls to be shared with a private gym to the north. Roadside parking will also be available on the east.

At the intersection of 500 North and Innovator Drive, there will be a large landmark tree sculpture. **Mellor** said the concept for the sculpture came from the North Farmington Station logo with blocks that make up the tree. Another piece of artwork would be a permanent structure of flowing ribbons to create shade. It would be there year-round, and should withstand Farmington winds. It would be similar to artwork installations by Poetic Kinetics. **Layton** said this would be a popular photo spot.

Councilmember **Amy Shumway** said the City is missing a good splash pad. **Thackeray** is not concerned with maintenance on the swings or ninja warrior course. However, he is worried the shade structure may require high maintenance.

PUBLIC HEARINGS:

Resolution Amending the Municipal Budget for Fiscal Year ending June 30, 2023

Accountant **Kyle Robertson** presented this agenda item, saying that it was the last chance to amend the budget in order to stay compliant with this fiscal year. The General Fund balance is 29% this fiscal year and should be 20% next fiscal year.

Amendments included: contracted building inspection services (\$30,000 expenditure increase); snow removal (\$10,000 expenditure increase); repairs and maintenance, streets, vehicles (\$25,000 expenditures increase); street light repairs and maintenance (\$85,000 expenditure increase); supplies, service for park maintenance (\$40,000 expenditure increase); salary increases for specific employees (\$116,000 expense increase across multiple funds); settlements, claims (\$20,000 expenditure increase from general fund fire department); lobbying costs (\$12,000 expense increase to RDA); police vehicle purchases (\$282,000 expense increase from equipment fund); land acquisition costs (\$10,000 expenditure increase from Real Estate fund); fire impact fee study (\$5,000 expense increase from fire facility impact fund); garbage utility services (budget neutral); and paramedic, ambulance service levels (budget neutral for the ambulance fund). **Isaacson** said the report was very clear. By his calculations, these amendments' impact to the General Fund total \$279,000.

Mayor Anderson said there was a significant increase in street light repair. Public Works Director **Larry Famuliner** said quite a few street lights got hit by vehicles this year. The motorist's insurance will likely cover the light repair costs, if they have insurance. However, many hit and run. Assistant City Manager/City Engineer **Chad Boshell** said one motorist hit three in one day. If there is a police report, Staff tries to recoup the costs. If they are down, they simply need to be replaced.

Mayor Anderson opened and closed the Public Hearing at 8:16 p.m., as nobody signed up in person or electronically to address the Council on the issue.

Motion:

Isaacson moved that the City Council approve a resolution to amend the FY23 municipal budget as presented in the Staff presentation.

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

Mayor Pro Tempore/Councilmember Scott Isaacson

X Aye ___ Nay

Councilmember Roger Child
Councilmember Melissa Layton
Councilmember Alex Leeman
Councilmember Amy Shumway

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

Resolution Adopting the Municipal Budget for Fiscal Year 2024

Finance Director **Greg Davis** presented this agenda item. Since the recent budget discussions, there has been one adjustment he needs to bring to the Council’s attention: the advanced purchase of police vehicles. There will be a 30% property tax increase, which equates to \$10 a month for a resident who has a \$641,000 home. The utility rate increase will be an additional \$10 a month for standard billing. In total, the impact to residents will be about \$20 between property tax and utility rate increases for an average home. A truth in taxation hearing will be held August 15, 2023, when residents can come to voice their concerns or support.

Isaacson said he is impressed that some residents have been listening to audio of recent meetings. The Council has spent two to three months of meetings reviewing every line item of the budget. When he first started looking at the budget, he was skeptical of the increase. However, he is now persuaded that this increase is absolutely necessary.

Councilmember **Roger Child** said inflation has gotten the best of everyone, and this increase is significantly lower than the current inflation rate. **Davis** said considering the many years of inflation that lead to the tremendous inflation on wages over the last few years, this increase is actually kind to the residents. It has been 13 years without any property tax increase, followed by the County handing paramedics service over to the City, which caused a tax increase.

Mayor Anderson said there are a number of municipalities that try to address inflation with gradual annual increases each year. While Farmington can pat themselves on the back for not raising taxes for 14 years, maybe the City should have. **Child** said the biggest increases have been in direct services to the public.

Mayor Anderson opened the Public Hearing at 8:26 p.m.

Teri Remington addressed the Council via Zoom. She asked why businesses aren’t paying more in property taxes.

Larry Pace (500 South 904 West, Farmington, Utah) told the Council they are doing an awesome job, and that their time is important. He was involved in Bountiful City government for decades before moving to Farmington. He would like them to consider sticking to time restraints on agenda items.

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

Davis said local businesses pay property taxes, thereby contributing to the General Fund. They also bring in economic development, which has a positive impact on sales tax revenue and impact fees. Farmington benefits from having a commercial element, compared to being just a residential bedroom community.

Mellor explained that as residential property values increase, the property tax rate is actually adjusted downward to maintain the tax revenue at a consistent amount. Over time, especially after times of inflation, the purchasing power of tax dollars goes down. Even holding the tax rate

constant is considered increasing taxes, because it increases the revenue as property values increase. In the past 13 years, the only time Farmington raised taxes was when paramedic services moved from the County to the City. This was really a transfer of property tax from one entity to another. Taxes not increasing for 14 years is evidence that businesses have been paying their fair share in Farmington. As a constant revenue stream, property taxes should pay for public safety. Unlike homes, business pay 100% of their value for taxes. Recessions dry sales tax revenues up. While swimming pools and gyms can be shut down, police, ambulance and fire cannot. Calls to 911 have to be responded to. Therefore, property taxes are for the equipment and manpower residents expect when they call 911.

Leeman said under Utah State law, primary residential homes are taxed at 55% of property value while businesses are taxed at 100%, or roughly double that of a residential home. Tax increases hit business twice as hard as they do residences. Because Farmington has had a lot of business development, the City has kept up with inflation. If it had not been for this business development, residents' taxes would have been higher. So, businesses do pay their fair share. He said the Council has to adopt its budget, which includes the increased tax rate, before July 1, 2023. However, that doesn't set the tax rate in stone. That is done during Truth in Taxation in August. That is the most serious public hearing that will be held all year, in his opinion.

The proposed resolution includes this language for Section 2. Proposed Property Tax Levy:

“There is hereby proposed a tax levy for all taxable property within Farmington City, a tax at the rate of 0.001502 for purposes of establishing the operating budget of the city until the final budget is approved through the ‘Truth in Taxation’ process. The certified rate does exceed the certified rate determined by the Davis County Auditor’s office.”

Motion:

Shumway moved that the City Council adopt the updated resolution to adopt the FY 2024 municipal budget, including the tax rate of 0.001502.

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

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

Resolution Amending the Consolidated Fee Schedule (CFS)

Robertson presented this agenda item. **Shumway** said the public should be educated that garbage fees are going up because there is not enough recycling occurring in the City. **Mellor** said he needs more time to collect data on the number of garbage and recycling cans in the City, as well as the impact any fee reductions or increases could have on the overall budget. He would like to bring Wasatch Integrated in for a work session.

Leeman said this should be bookmarked so that decisions can be made next year. **Isaacson** said this year, increases are due mostly to pass-through expenses from service providers increasing rates. The impact to an average home is \$10 a month, and Farmington doesn't have a choice. **Shumway** said she appreciates Farmington consolidating fees into one payment instead of

several. **Mellor** would like to waive the fee for residents to pay through express bill pay. This will encourage more use of the service.

Mayor Anderson opened the Public Hearing at 8:53 p.m.

Tammy Hardy (24 West Glover Lane, Farmington, Utah) asked if the City could cut down on waste by eliminating the envelope sent with utility bills. **Mayor Anderson** said he would look into it.

Mayor Anderson closed the Public Hearing at 8:55 p.m.

Motion:

Leeman moved that the City Council adopt the resolution amending the Consolidated Fee Schedule as set forth in the Staff Report.

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

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

Motion:

Leeman moved that the City Council move the “Modifications to design standards, creating additional water efficient landscaping requirements for new residential construction” agenda item next.

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

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

Modifications to design standards, creating additional water efficient landscaping requirement for new residential construction

Assistant Community Development Director **Lyle Gibson** presented this agenda item. The State has allocated additional money not just for the Flip Your Strip program, but also for the Lawn Exchange program. Instead of a \$1.25 rebate per square foot, it has been increased to \$2.50 per square foot. However, Farmington must update their ordinance in order for residents to qualify. The new ordinance will apply to new single-family construction. Existing homes won't be mandated to change anything. The ordinance will restrict lawns in front and side yards, with no more than 35% of a lot being turf. This doesn't mandate what is done in non-turf areas, as Farmington won't regulate that. Weber Basin Water Conservancy District is offering incentives for water-efficient plantings, and sign up and rebates will be through them.

Gibson said Farmington itself would be eligible for several thousand dollars' worth of retrofitting under this program, and it would provide encouragement for its residents. **Shumway** said she has heard from many residents anxious for these programs.

Mayor Anderson opened and closed the Public Hearing at 9:02 p.m., as nobody signed up in person or electronically to address the Council on the issue.

Anderson noted that the city of Las Vegas has prohibited all grass. As cities develop at increased rates, it has drained the aquifers so much that the land has settled. Once that happens, the aquifer can't refill to the same extent and sink holes can form.

Motion:

Isaacson moved that the City Council approve the proposed text amendment to Chapter 11-7 creating additional water efficient landscaping requirements for new residential construction.

Findings 1-5:

1. Conservation of water is important for Farmington City and the surrounding region to ensure sufficient supplies for current use and future generations.
2. Water efficient landscaping can continue to beautify the community and enhance the public health and welfare.
3. Water conservation will help ensure adequate supplies for existing and future development as well as water in natural areas like Great Salt Lake.
4. Existing residents and business owners will benefit by remaining eligible for the Flip Your Strip program and further benefit by becoming eligible for the Lawn Exchange Program.
5. Similar restrictions are already in place for multi-family and commercial developments; the proposed ordinance amendment puts single-family development under similar restrictions to do their part to conserve water.

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

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

REDEVELOPMENT AGENCY MEETING

Present:

*Mayor Brett Anderson,
City Manager Brigham Mellor,
Mayor Pro Tempore/Councilmember Scott
Isaacson,
Councilmember Roger Child,
Councilmember Melissa Layton,
Councilmember Alex Leeman,
Councilmember Amy Shumway,
City Attorney Paul Roberts,
City Recorder DeAnn Carlile,*

*Recording Secretary Deanne Chaston,
Community Development Director Dave
Petersen,
Assistant Community Development
Director/City Planner Lyle Gibson,
Assistant City Manager/City Engineer Chad
Boshell,
Finance Director Greg Davis,
Police Chief Eric Johnsen, and
Fire Chief Rich Love.*

Motion:

Councilmember **Alex Leeman** made the motion to adjourn to the Redevelopment Agency (RDA) Meeting. The motion was seconded by Councilmember **Amy Shumway**, and was unanimously approved.

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

CALL TO ORDER:

Mayor **Brett Anderson** called the meeting to order at 9:05 p.m. Roll call established that all members of the Governing Board of the Redevelopment Agency of Farmington City were present.

PUBLIC HEARINGS:

Amendment #4 of the RDA Budget for Fiscal Year ending June 30, 2023

Finance Director **Greg Davis** presented this agenda item. City Manager **Brigham Mellor** said two items may come into play with this Fiscal Year 2024 budget. Farmington may end up contributing to the Legacy Events Center electronic message sign. Also, the City will be working with Rocky Mountain Power to bury power lines in front of the Wasatch Sports Park.

Mayor Anderson opened and closed the Public Hearing at 9:08 p.m., as nobody signed up in person or electronically to address the Council on the issue.

Motion:

Councilmember **Roger Child** moved that the RDA approve the resolution to amend the Fiscal Year 2023 RDA budget.

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

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

Resolution Adopting the RDA Budget for Fiscal Year 2024

Mayor Anderson opened and closed the Public Hearing at 9:10 p.m., as nobody signed up in person or electronically to address the Council on the issue.

Motion:

Layton moved that the RDA adopt the RDA budget for Fiscal Year 2024.

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

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

Motion:

Leeman made a motion to adjourn and reconvene to an open City Council meeting at 9:11 p.m.

Shumway seconded the motion, which was unanimously approved.

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

PUBLIC HEARINGS continued:

Update and adopt an Impact Fee Facilities Plan for Fire

Boshell presented the Impact Fee Facilities Plan and Analysis for Fire and Police. By state code, Farmington has to update the impact fees every so often. Police needed an update and Farmington needs to build more infrastructure. Police had over 15,000 calls in the last year, and that is not considering “agency assists” and traffic calls for nonresidents. Fire had 1,500 calls.

The Level of Service (LOS) determines how impact fees can pay for new or an expanded station. The Facility Plan identifies items that each department needs. For example, fire needs a new station. In order to build it, the LOS has to be kept the same or lower. Over the next 10 years, impact fees can pay for 10,000 square feet.

Zions Bank did an impact fee analysis, which determines impact fees. This is done by identifying the cost to build per square foot as well as the total cost, and dividing it by the growth rate of single-family, multifamily, and commercial. Impact fees consider the cost per call.

The new proposed fees are going up drastically compared to what they have been in the past, considering they have not increased in the past 12 years. **Boshell** said they should have been raised a long time ago, and the LOS has decreased. The current fire station is cramped.

Building permits trigger when impact fees are collected. **Isaacson** noted that COVID and interest rates have slowed building, but the City has approved a lot of development. **Mellor** said if a building permit is pulled in the next 90 days, that applicant will be assessed using the old fees. This is a strategic move, not just because of a need for a new fire station. Impact fees are supposed to be evaluated every six years, and he is not sure when Farmington last adjusted the impact fees. City parks are being analyzed as well. This is a way to make sure new residents are paying for their fair share. The alternative is to charge residents to subsidize the needs of new growth.

Isaacson asked how Farmington's fees are compared to those in other cities. Many cities are built out and are not experiencing new growth. He doesn't want it to get back to the State legislature that developers are being charged too much in impact fees in Farmington.

Mellor said increased impact fees are needed for police and fire. The single-family residential fee is going up \$776. However, transportation impact fees may be on the decrease as much as 70%. Before the new impact fees are implemented in 90 days, Zions will do a transportation fee analysis. The expected decrease is due to the funding received from both the 2023 State Legislative Appropriations Committee and the Davis County Council of Governments' 3rd quarter transportation grant. Other taxing entities are now helping to pay for transportation. There would therefore be a reduction of \$1,700 in transportation impact fees for single-family home permits. Despite the increase, when considering the reduction in transportation fees, there would be an overall decrease in impact fees.

Mellor said tax increment cannot be used to help pay for the fire station. However, tax increment can be used to pay development fees, which can be 5% to 8% of total construction costs. If developers complain they can't afford the fees without a reduction, at their discretion the Council can allocate tax increment to pay for development fees. The average single-family home in Farmington costs \$800,000 to construct.

Child asked what category assisted living facilities fall under. **Boshell** answered commercial, which is higher. **Child** noted that Farmington does not require applicants to show proof of water when they build, as many other cities do.

Boshell said Farmington is getting toward the end of impact fees as the City approaches build-out. Either the developer pays the impact fee or they build the needed infrastructure themselves. It is easy to see the value of what impact fees pay for. There will be a day when Farmington will start eliminating and expiring impact fees.

Isaacson said if developers have problems paying impact fees, it is easy to show the Zions report, which is required by statute. The report is accurate and persuasive.

Mayor Anderson opened and closed the Public Hearing at 9:43 p.m., as nobody signed up in person or electronically to address the Council on the issue.

Motion:

Isaacson moved that the City Council approve the resolution (enclosed in the Staff Report) adopting the Fire Impact Fee Facilities Plan.

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

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

Update and adopt an Impact Fee Analysis for Fire

Boshell presented this agenda item previously.

Mayor Anderson opened and closed the Public Hearing at 9:44 p.m., as nobody signed up in person or electronically to address the Council on the issue.

Motion:

Child moved that the City Council approve and adopt the enclosed ordinance adopting the Fire Impact Fee Analysis and Fire Impact Fees on development activities within Farmington.

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

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

Update and adopt an Impact Fee Facilities Plan for Police

Boshell presented this agenda item previously.

Mayor Anderson opened and closed the Public Hearing at 9:45 p.m. as nobody signed up in person or electronically to address the Council on the issue.

Motion:

Shumway moved that the City Council approve the resolution (enclosed in the Staff Report) adopting the Police Impact Fee Facilities Plan.

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

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

Councilmember Melissa Layton
Councilmember Alex Leeman
Councilmember Amy Shumway

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

Update and adopt an Impact Fee Analysis for Police

Boshell presented this agenda item previously.

Mayor Anderson opened and closed the Public Hearing at 9:46 p.m., as nobody signed up in person or electronically to address the Council on the issue.

Layton asked why the single-family impact fee is higher than the multi-family impact fee. **Mellor** said it was based on Farmington-specific call volumes, and the data bears out that more calls for police come from single-family homes than from multi-family housing. A reason for this could be that multi-family is more self-policing. Staff has found this to be the case even with code enforcement. **Isaacson** said this is interesting, especially after residents spoke out against apartment buildings in their City because they thought it would bring more crime to the area. This sounded reasonable at the time, but the data has not supported that.

Motion:

Leeman moved that the City Council approve and adopt the enclosed ordinance adopting the Police Impact Fee Analysis and Police Impact Fees on development activities within Farmington.

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

Mayor Pro Tempore/Councilmember Scott Isaacson
Councilmember Roger Child
Councilmember Melissa Layton
Councilmember Alex Leeman
Councilmember Amy Shumway

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

Zone Text Amendments to Accessory Buildings/Garages in Side Corner Yards in the Original Townsite Residential (OTR) Zone

Community Development Director **Dave Petersen** presented this agenda item, saying there are inconsistencies in two sections, namely the definition of a front yard, side corner yard, and “required side corner yard.” The Planning Commission did a thorough review and determined the intent of the ordinance. The Commission took a look and determined there were 89 side corner yards in the OTR zone, with 22 of them having side corner yards greater than 35 feet in width and another 22 of them between 25 to 35 feet. Nine side corner yards are nonresidential buildings. The national register influenced this, encouraging garages to be put in side yards.

The Planning Commission said this area of Old Town (400 acres) began to be developed 170 years ago and continues to develop. There are housing types from each time period, and it looks different than a typical subdivision. Park strips are 30 feet wide. There are very few two-story homes. In Old Town, porches are a big deal, not like in the rest of Farmington. Garages do not dominate, and many times there are no garages at all. There are more shade trees in the area than the rest of Farmington that now has central air. The average size of a lot in Old Town is 14,000

square feet. In 2001, almost 29% of homes in the area had no garage at all and 76% of homes were one-story. How do garages fit in this setting?

Mayor Anderson opened and closed the Public Hearing at 10:05 p.m., as nobody signed up in person or electronically to address the Council on the issue.

Motion:

Leeman moved that the City Council table this item for further consideration.

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

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

Shumway and **Isaacson** both said they want to see more pictures or be provided with addresses in order to better understand the side corner yards. **Isaacson** said he understands the desire to keep things the same with some clarification. The intent is the City doesn't want a garage to dominate, especially on a corner.

Zone Text Amendments to Accessory Dwelling Units (ADUs)

City Attorney **Paul Roberts** presented this agenda item, which comes to the Council with a unanimous Planning Commission recommendation. Non-internal ADUs are still conditional under City code, but this amendment proposes to make them a permitted use. Thus, they would not have to go before the Planning Commission for a public hearing. Instead, approvals would be done on a Staff level. ADUs would still be required to be on an owner-occupied parcel, and would still need submitted floor plans, permit fees, evidence of smoke detectors, etc. with their application.

Community Development Director **David Petersen** said these are routine, and the Commission sees the merit to Staff reviewing these for permitted uses. If an ADU is over 15 feet in height, they would have to come back to the Commission for a public hearing. The public really is only interested in how tall ADUs are, and most are single-story. Only on the rare occasion are they higher. It is still required that ADUs must be on a lot larger than 6,000 square feet and subordinate in area to the main dwelling. The lot coverage is still the same.

Isaacson said it is helpful to have the redlined version to refer to. **Petersen** said this Planning Commission reads all the packets and thoroughly studies the ordinances.

Mayor Anderson opened and closed the Public Hearing at 10:13 p.m. as nobody signed up in person or electronically to address the Council on the issue.

Motion:

Isaacson moved that the City Council approve the zone text amendments as listed in the enabling ordinance (enclosed in the Staff Report).

Findings 1-3:

1. The amendments support Farmington City’s Moderate Income Housing Plan by simplifying the permitting process for property owners who wish to build an ADU.
2. By allowing Staff to review and approve ADUs, valuable time on Planning Commission agendas is created.
3. The charges included in this zone text amendment remove public confusion surrounding ADUs and public hearings.

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

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

BUSINESS:

Water Refund Request

Mellor presented this agenda item. Staff is looking for direction regarding this \$4,000 water bill. Staff noticed the water overage in September. By the time the landowner was contacted, they no longer lived in the home. It was noted when they tried to sell the house, as the title company wanted it rectified. The new residents could not sign up for utilities until this bill is reconciled by the previous land owner. The previous owners now live in the Midwest and wrote a letter to the City mentioning medical challenges. The bill was paid in full the day of closing, and now the former landowner wants to be reimbursed \$3,800. When the new owner moved in, the insurance company fixed the water leak. They have been nice, but not immediately responsive.

Mayor Anderson said the letter was well written and polite. **Shumway** said while Farmington is a City of understanding and compassion, the City did its due diligence, caught the water leak, and informed the landowner of it. **Child** said this varies from other requests because the City caught it this time, and in this case this is the responsibility of the homeowner. Farmington caught it, gave the landowner notice, and their absence and negligence is the reason for the high water bill. **Leeman** said since last time the City had to consider a similar request, procedures have been put in place to detect water leaks quicker. **Isaacson** said it is not fair to ask all the other residents to pay for this high bill.

SUMMARY ACTION:

Minute Motion Approving Summary Action List

The Council considered the Summary Action List including:

- Item 1: Kaysville Farmington Boundary Adjustment. **Robertson** said a hearing would be scheduled in 60 days.

- Item 2: Chip Seal Street Maintenance Project Agreement. The Council considered approval of Staker Parson to construct the chip seal Fiscal Year 2024 Road Maintenance project bid for \$143,438. Only one other company submitted a bid, at \$143,438.
- Item 3: Crack Seal Street Maintenance Project Agreement. The Council considered approval of Kilgore Companies to construct the Crack Seal Fiscal Year 2024 Road Maintenance Project bid for \$74,082. Kilgor was one of five respondents, with the highest bid at \$103,750.
- Item 4: Onyx Slurry Seal Street Maintenance Project Agreement. The Council considered approval of Morgan Pavement to construct the Onyx Fiscal Year 2024 Road Maintenance Project bid of \$59,525.60. They were the only company to submit a bid.
- Item 5: Overlay Street Maintenance Project Agreement. The Council considered approval of Black Forest Paving to construct the overlays in the Fiscal Year 2024 Road Maintenance Project bid for \$624,537.60. They were one of seven company submitting bids, with a high of \$787,787.
- Item 6: Burke Lane Bureau of Reclamation Encroachment Agreement. The Council considered approval of an encroachment agreement with the Bureau to allow the City to install a waterline to cross I-15 at Burke Lane.
- Item 7: Shepard Lane Interchange Bureau of Reclamation Encroachment Agreement. The Council considered approval of an encroachment agreement with the Bureau to allow the City to maintain the Park Lane Pedestrian Bridge as part of Shepard Lane Interchange Project.
- Item 8: Main Street Right of Way (ROW) Design Agreement. The Council considered approval of a local government agreement with UDOT and Horrocks for ROW design for the Main Street Widening project in the amount of \$184,906.48. **Shumway** asked if any of the homeowners had extension agreements. **Boshell** said a lot of public involvement is required to get federal dollars, and he will find out if there are any extension agreements. The City has been taking cash payments from The Rose. **Shumway** said this will be a big adjustment to the yards affected. **Boshell** said it is a lot of engineering work. If COG approves a pending application, Farmington will have all but \$1 million for this project.
- Item 9: Award Contract for Farmington Fire Station 72 Architectural Design. The Council considered approving the contract with Blalock for architectural services related to Station 72. **Mellor** said Blalock submitted an AIA document. Since it would be a \$100 charge to change and resubmit the form, Farmington decided to do an addendum instead. **Isaacson** said the 5% of construction cost is somewhat high. **Mellor** said that was the lowest proposal, and Blalock capped it at \$625,000 for the \$12.5 million of construction. No other company offered a cap. Also, Staff trusted Blalock's estimated cost projects because they previously have done Farmington's estimations.
- Item 10: Hidden Farms Estates Improvement Agreement. The Council considered approving the agreement between Hidden Farms Estates LLC and Farmington City for the Hidden Estates project. The \$106,332.72 bond will be released as improvements are installed by the developer and inspected by the City.
- Item 11: Approval of Minutes for June 6, 2023.

Motion:

Layton moved to approve the Summary Action list Items 1-11 as noted in the Staff Report.

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

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

GOVERNING BODY REPORTS:

City Manager Report

Mellor presented the Building Activity Report for May 2023. While he is out for one week over the 4th of July, **Boshell** will be the acting City Manager.

Mayor Anderson and City Council Reports

Layton said she recently called Fire Chief **Rich Love** when someone broke her femur bone at a church activity. The crew was very helpful and understanding.

Mellor said the City should put a list of where to dispose of sandbags on social media. **Mayor Anderson** said the City should consider picking them up.

Shumway mentioned that the Council should check out Benson Gristmill in Stansbury Park. The City purchased the property and made a museum out of it.

Mayor Anderson said he recently proposed an idea to **Roberts** and **Mellor**. In order to help residents who are economically challenged pay their utility bills, the City could consider establishing a charitable foundation donation fund. He believes a lot of people would be willing to donate to the fund. It may be marketed and publicized on residents' utility bills. **Isaacson** said standards would need to be established. **Shumway** said the City should control who is reimbursed and keep track of all reimbursements.

Leeman said he appreciates the City's efforts with the Youth City Council. His daughter is on it, and they recently learned a lot during their time with the Finance Department. **Shumway** said they are doing a lot more than in years past, and it is really providing them with an education about the City.

Mayor Anderson said he would review the Councilmembers' department rotations and get back to them with any changes.

ADJOURNMENT

Motion:

Child made a motion to adjourn the meeting at 10:44 p.m. **Shumway** seconded the motion. All Council members voted in favor, as there was no opposing vote.

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

DeAnn Carlile, Recorder

CITY COUNCIL AGENDA

For Council Meeting:
July 18, 2023

CITY MANAGER REPORT:

- Building Activity Report for June

Month of June 2023	BUILDING ACTIVITY REPORT - JULY 2022 THRU JUNE 2023				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	12	12	\$2,762,898.25	241	241
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	5	355
CARPORT/GARAGE	1		\$5,628.96	131	
OTHER RESIDENTIAL	5	5	\$377,280.01	33	
SUB-TOTAL	18	17	\$3,145,807.22	410	596
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	1		\$12,173.00	96	
ADDITIONS/REMODELS	3		\$74,594.00	110	
SWIMMING POOLS/SPAS	3		\$132,864.32	94	
OTHER	20		\$448,419.00	526	
SUB-TOTAL	27		\$668,050.32	799	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	1		\$591,000.00	24	
PUBLIC/INSTITUTIONAL	0		\$0.00	1	
CHURCHES	0		\$0.00	0	
OTHER	3		\$37,500.00	79	
SUB-TOTAL	4		\$628,500.00	104	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	2		\$1,070,000.00	87	
OFFICE	0		\$0.00	4	
PUBLIC/INSTITUTIONAL	0		\$0.00	3	
CHURCHES	0		\$0.00	0	
OTHER	3		\$79,916.00	34	
SUB-TOTAL	5		\$1,149,916.00	128	
MISCELLANEOUS - NON-RESIDENTIAL *****					
MISC.	0		\$0.00	9	
SUB-TOTAL	0		\$0.00	0	
TOTALS	54	12	\$5,592,273.54	1477	596