



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, September 20th 2022** 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.

REGULAR SESSION – 7:00 p.m.

CALL TO ORDER:

- Invocation – Brett Anderson, Mayor
- Pledge of Allegiance – Melissa Layton, Councilmember

PUBLIC HEARING:

- A recommendation of approval for a Master Plan and Development Agreement on 25 acres of property located at approximately 1550 W Burke Lane in the OMU (Office Mixed Use) zone.
- A recommendation to rezone 6.57 acres of property for parcel 08-059-0045 at approximately 1550 West Burke Lane from AE (Agricultural Estates) to OMU (Office Mixed Use). (Z-11-22)

BUSINESS:

- Contract with Great Western to construct the Cemetery Irrigation System Project
- Contract with Landmark Design for the Parks & Recreation Master Plan
- Interlocal Cooperation Agreement with Kaysville City to Construct the Connector Road Project (950 North)

SUMMARY ACTION:

- Pipeline Crossing Agreement with Union Pacific Railroad for the Burke Lane Waterline Crossing
- Agreement with One Solar for a Water System Connection
- Agreement with Station Center Townhomes for a Water System Connection
- Improvements Agreement between Forza Terra, LLC and Farmington City for the Mountain View Phase 2 Development
- Retainer Contract for Phoenix Rebellion Therapy for Police
- Retainer Contract for Phoenix Rebellion Therapy for Fire

GOVERNING BODY REPORTS:

- City Manager Report
 - Building Activity Report for July 2022 thru June 2023
- Mayor Anderson & City Council Reports

ADJOURN

CLOSED SESSION – Minute motion adjourning to closed session, if necessary, 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 hereby certify that the above notice and agenda were posted at Farmington City Hall, the State Public Notice website, the city website www.farmington.utah.gov, and emailed to media representatives on September 15th, 2022

DeAnn Carlile

DeAnn Carlile, Farmington City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
September 20, 2022

PUBLIC HEARING: **A recommendation of approval for a Master Plan and Development Agreement on 25 acres of property located at approximately 1550 W Burke Lane in the OMU (Office Mixed Use) zone**

GENERAL INFORMATION:

See staff report prepared by Lyle Gibson, Assistant Community Development Director

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



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Lyle Gibson, Assistant Community Development Director

Date: September 20, 2022

SUBJECT: **Master Plan and Development Agreement on 25 acres of property located at approximately 1550 W Burke Lane in the OMU (Office Mixed Use) zone.**

RECOMMENDATION

1. Hold a public hearing.
2. Move that the City Council approve the enclosed development agreement and PMP subject to the city rezoning its property on the south west corner of Burke Lane and 1525 West and with the following conditions or recommended changes to the development agreement.
 - a. Timing of commercial, construction ready pad be ready prior to occupancy. And to explore escrow of \$500,000 or a deed restriction. And to be released to the City if the building permit is not issued within 5 years.
 - b. As stated in DA and shown on PMP – City land shall be used for nonresidential purposes
 - c. DA amended to strike the specific number of units (410) and add 2 story townhomes transitioning to 3 and 4 stories.
 - d. Buffer Zone: no residential building exceeding 2 stories (27 feet in height) may be within 300 feet at minimum, of any dwelling in existence as of the date of said DA.
 - e. DA language modify to: 1, written prior consent for a non-related entity by developer or 2, give the City termination rights.
 - f. To add in the DA the specific allowance for residential use
 - g. The detention area as listed on exhibit B, sold to the City from the developer. The area for right of way is dedicated to the City by the developer.
 - h. Trail configuration along spring creek, applicant shall submit to have this property zoned OS (open space), the master plan would be amended accordingly.
 - i. 10% of the residential units qualify be provided as moderate income housing units based on the high income rental rate established by HUD.
 - j. Any further variation from applicable standards, regulations, and ordinances must be specifically identified and outlined in a supplemental development agreement in the consideration of the project specific site plan and elevations.

Findings

1. This agreement enables developers with enough flexibility to create development that is in line with the vision outlined in the North Farmington Station Area Plan providing for the option of residential uses.
2. There is sufficient public benefit to allow consideration of the alternate approval process made possible with this agreement in the ability to pursue the city's vision and create solutions for the city's need of property for storm water retention and road construction.
3. With the additional recommended conditions, the proposed agreement includes limitations or caps that create fairly predictable development. Including a more specific and predictable limitation on height which limit the visual impact of the property in relation to existing single family neighborhoods to be equal or less in impact than a typical single-family home has on another.
4. The proposal is consistent with the stated intent and purpose of the Farmington City General Plan and Zoning Ordinance for this district: including a fine-grained mix of uses such as office, retail, and residential, an emphasis on bringing activity to the street and enhancing walkability, placing parking to the rear of buildings, creating public spaces and nodes, enhancing open space and connectivity and providing a live/work/play environment, etc.

Background Information

Evergreen Development has a little over 14 acres of property under contract with interest to develop at least part of it as a residential project. The existing zoning does allow the city to consider this type of development, but only through an alternative approval process which requires the inclusion of 25 acres in a development agreement.

Farmington City owns additional property in the area that would make up the difference in the necessary 25 acres. The city has received occasional interest for potential use on the property, in the near term it is anticipated that this property may be used as a staging area in the upcoming construction of Commerce Drive and Maker Way. However, being part of the 25 acre agreement allows the city to also be eligible for the alternative approval process in considering the best use for the site long term. With the attached development agreement this city is committing to a non-residential use at this location. In addition to becoming eligible for the alternative approval process, there are circumstances related to the development of the Evergreen property on the north side of Burke that merit consideration of Section 11-18-140 as indicated in that section of ordinance.

Section 11-18-140 states: 'A development agreement... may supersede and be inconsistent with the provisions of ... this chapter... where the City Council determines an alternative development standard proposed by the project developer is appropriate for the development of the project and the Council finds there is appropriate consideration, in the form of monetary, tangible or intangible consideration of benefit to City or the public from the proposed development and/or other appropriate reasons that justify the determination of the City to alter generally applicable standards...[U]ses and development standards specifically included in the development agreement may be different from those contained in the Farmington City ordinances'.

Granting the flexibility primarily in use at this location allows the developer to better fulfill the vision for the area identified in the North Farmington Station Area Plan which shows residential on this site. It also makes obtaining right of way for the upcoming road project easier for the city and creates a favorable

scenario to obtain the ground identified as necessary for the storm water retention basin for the new roads. Additionally, the developer is committing to include 10% of its units for moderate-income housing.

While the development agreement does indicate some generalized anticipated use of the Evergreen property while setting some caps, the detailed development of that or any property subject to this PMP would be considered at a future date under a process specific to that site (a sub-PMP and site plan review). This initial consideration primarily opens the door for residential use and sets some high-level limitations and parameters that development of smaller sites in this area will have to work within.

Some of the remaining issues identified in the table included with this report such as building placement or build and regulating plan standards would be addressed with the specific sub-PMP and site plan reviews. Other issues such as an appropriate mix of uses or amount of residential density are more appropriate at this level of consideration.

Figure 17 – North Farmington Station Recreation Neighborhood



	OFFICE		RETAIL/OTHER		MULTI FAMILY		TOWNHOMES				
	Sq. Ft.	Employees	Sq. Ft.	Employees	Units	Residents	Homes	Residents			
2022 - 2024	-	-	-	-	-	0	122	415			
2025 - 2027	37,500	131	10,000	8	548	1,863	188	639			
2028 - 2032	540,000	1,890	26,000	20	400	1,360	25	85			
2033 - 2042	240,000	840	-	-	-	0	80	272			
2043 +	-	-	-	-	-	0	45	153	Residential Units Total	Residents Total	Acres
TOTAL (Build-out)	617,500	2,861	36,000	27	948	3,223	460	1,564	1,408	4,767	150
Entitled/Agreement	757,500	2,651	22,000	17	760	2,584	213	724	973	3,308	100
% of TOTAL	92.7%		61.1%		80.2%		46.3%		69.1%		66.7%
Market Study Capacity	3,988,800		47,600		3,997		175		4,172		

The recently completed market analysis by Catalyst that informs the Station Area Plan shows that the Farmington Station Area has the potential to capture more than 700 new owner-occupied units annually based on a conservative capture rate (15% of regional demand), there is also demand for renter-occupied units of 900 units per year.

The Station Area Plan anticipates some 970 residential units in this neighborhood in the short term with a capacity for nearly 1,400. There are currently 120 for sale townhomes units approved in this area with consideration 58 rental units in preliminary review phase. Other projects that have been seen by the Planning Commission in this neighborhood, while still in review and under consideration include another 460 potential units.

RECREATION NEIGHBORHOOD

The Recreation Neighborhood includes the new public park. This 13-acre amenity is a key feature of the Greenway system creating an intersection of the north south greenway with the Spring Creek Trail. This neighborhood is ideally situated to take advantage of the trail network that connects the North Station area with the regional system.

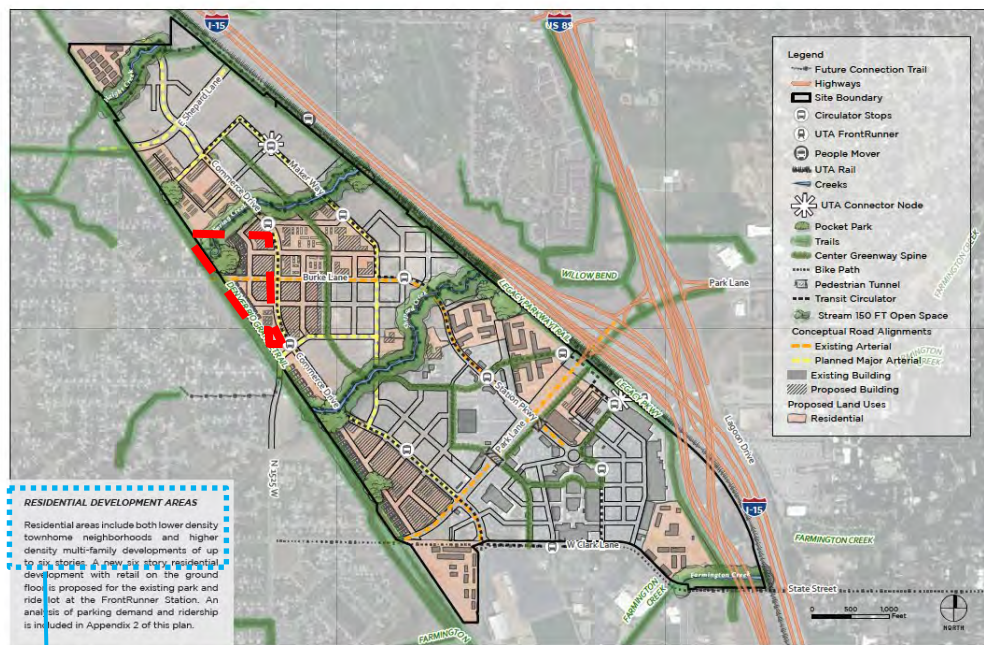


Figure 1 - North Farmington Station Residential Development Area

Residential Development Areas

Residential areas include both lower density townhome neighborhoods and higher density multi-family developments of up to six stories.

Before making their recommendation, the Planning Commission reviewed this item over multiple meetings and set up a sub-committee to understand the request in detail. The sub-committee asked questions to better understand the project in a larger context to make inform their recommendation. A table was created to summarize the questions that were asked which indicates which items had issues to address or not.

Since receiving a recommendation from the Planning Commission, the development agreement has been worked on by both City Staff and Evergreen Development to include or address items recommended by the Planning Commission.

The City Council should look at the proposal and included agreement and determine whether or not the request merits use of Section 140. The Council may also determine if the proposed agreement appropriately guides futures steps for the development of this property and whether recommended items from the Planning Commission have been adequately addressed if necessary.

Supplementary Information

1. Development Agreement and PMP.
2. [Link to General Plan Documents](#)
3. Table outlining Sub-committee considerations

Respectfully Submitted



Lyle Gibson
Assistant Community Development Director

Concur



Brigham Mellor
Assistant City Manager

DEVELOPMENT AGREEMENT

FOR

THE RETREAT AT BURKE LANE

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____ 2022, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **EVERGREEN DEVCO, INC.**, a California corporation, or nominee or assignee, hereinafter referred to as “Developer.”

RECITALS:

- A. Developer has the right to acquire 14.4 acres of land, and the City owns 10.6 acres of land, within the boundary set forth in Exhibit “A” attached hereto and by this reference made a part hereof (collectively, the “Property”). Developer desires to develop the Property in accordance with the Project Master Plan (the “PMP” included herein as Exhibit ‘B’).
- B. The Property is subject to the City’s Laws, including without limitation Section 11-18-140 of the City’s zoning ordinance, pursuant to which this Agreement shall supersede the City’s Laws with respect to specific matters set forth herein.
- C. Persons and entities hereafter developing the Property, or any portions of the Property shall accomplish such development in accordance with the City’s Laws and the provisions set forth in this Agreement, with the understanding that this Agreement, the PMP and any Supplemental Development Agreement (the “Supplement”) related to the property herein identified under Exhibit ‘A’, shall supersede the City’s Laws as to specific matters identified in the Supplement and shall control in the event of any conflict.
- D. The City also recognizes that the development of the Property may result in tangible benefits to the City through the stimulation of development of amenities and/or infrastructure that may enhance further economic development efforts in the vicinity of the Property, providing affordable housing units, and collaborating on the dedication and purchase of ground for city projects and is therefore willing to enter into this Agreement, subject to the terms and conditions set forth herein.

AGREEMENT

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.
2. **Definitions.** In addition to the other capitalized terms defined elsewhere in this Agreement, the following terms shall have the respective meanings indicated below:
 - a. "City's Laws" means, collectively, all City ordinances, rules and regulations, including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications, and any permits issued by the City pursuant to the foregoing ordinances and regulations.
 - b. "Effective Date" has the meaning set forth in Section 3.
3. **Effective Date.** This Agreement, including the PMP, shall become effective when both of the following have occurred (the "Effective Date"):
 - (A) Developer acquires fee title to the following parcels (as identified pursuant to a Davis County Assessor property search): Parcel ID 080590042; And
 - (B) Both parties have executed the Agreement.
4. **Allowed Uses.** The development may include multi-family residential units and uses ancillary to residential uses, in addition to uses currently permitted in the underlying zoning district, including commercial and hotel uses. Uses shall be consistent with and limited to areas as designated on Exhibit B.
5. **Limits on Height.** Developer shall develop the Property in accordance with Exhibit B and buildings shall be limited to a maximum height of four (4) stories, measured from the grade to the peak of the roof. Developer agrees to construct 2 story townhomes on the western portion of the residential area identified in Exhibit B and to then transition to four stories within the development. No residential building or portion thereof exceeding two stories and twenty-seven feet (27') in height may be within 300 feet of any dwelling in existence as of the date of this Agreement.
6. **Moderate Income Housing.** A minimum of ten percent (10%) of residential units developed within this area shall be dedicated as units which qualify for moderate-income housing based on the 65% rent limit established for the Ogden-Clearfield , UT HUD Metro FMR Area. This Agreement constitutes a written agreement regarding the number of moderate-income

housing units, as provided in Utah Code Ann. §10-9a-535(1)(a), and Developer affirmatively agrees to this requirement by executing this Agreement.

7. **Development of Commercial Building.** Developer agrees to prepare a rough graded pad for the commercial development prior to occupancy of any residential unit, and to construct a commercial building (which may include office, retail and hospitality uses and which may contain two (2) stories) within ten (10) years of the first application for a building permit within the Project.

a. Developer shall only be entitled to the benefit of impact fee credits related to the commercial building if the building is substantially completed within the time established in Section 7. If Developer fails to complete the commercial building by that date, then it shall not be entitled to the impact fee credits associated with the commercial building, even if it increases the difference between all impact fees collected for the Project and the amounts established in Section 9(b) of this Agreement. It is understood and accepted by Developer that the estimated transportation and stormwater impact fees for the commercial building are three-hundred thousand five-hundred ninety-six dollars and fifty cents (\$308,596.50), and that Developer shall not receive compensation in lieu of this credit should Developer fail to complete the commercial building as provided in this Agreement.

8. **City Land.** Davis County Parcel ID #08-059-0045, which is part of the property identified in Exhibit B labeled as 'City Land' shall be used for non-residential purposes.

9. **Dedication & Sale of Land – Obligations Regarding Land.**

a. Developer agrees to dedicate land at the northeast corner of the property, as identified in the Exhibits, for the construction of Commerce Drive, within thirty (30) days of closing on the Property by Developer. Developer also agrees to sell to the City and City agrees to purchase from Developer the 2.61-acre site as shown on Exhibit B.

b. City agrees to pay Developer in the following manner:

- i. Five-hundred seventy thousand dollars (\$570,000.00) at the time of conveyance;
- ii. Seven-hundred seventy thousand dollars (\$770,000.00) in credit toward the Transportation Impact Fees that would be paid across the Project. If the cumulative transportation impact fees for the Project in its entirety is less than \$770,000.00, then the City shall pay the net difference within thirty (30) days after the date of the issuance of the last building permit for the Project. This payment of net difference does not apply to a difference that arises due to Developer's non-construction of the commercial component of the Project, as described in Section 7(a) of this Agreement.

iii. Six-hundred sixty thousand dollars (\$660,00.00) in credit toward the Stormwater Impact Fees that would be paid across the Project. If the cumulative stormwater impact fees for the Project in its entirety is less than \$660,000.00, then the City shall pay the net difference within thirty (30) days after the date of the issuance of the last building permit for the Project. This payment of net difference does not apply to a difference that arises due to Developer's non-construction of the commercial component of the Project, as described in Section 7(a) of this Agreement.

c. Additional City Obligations:

- i. City shall construct the portions of Commerce 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 Avenue and Commerce Drive. City shall construct, by the same date, a full-traffic access point and traffic signal at the Northeast corner of the property near the access point shown on Exhibit B. 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.
- iii. City agrees to permit Developer to use the 2.61-acre site for water detention purposes. City agrees to allow Developer to discharge into Shepherd Creek undetained. City agrees to allow Developer to use the existing storm drainage facility on Commerce Drive.

d. Additional Developer Obligations:

- i. Developer agrees to construct a walking path along the area shown on Exhibit B.
- ii. Developer agrees to maintain, or to establish a commercial association or other similar set of covenants (such as a maintenance director) to maintain, the area west of Spring Creek on the 2.61-acre parcel in perpetuity, which shall remain open to the public. Maintenance shall include vegetation management, landscaping upkeep, and irrigation. Prior to development of the park by City, it shall consist of weed management.

10. **Application for Rezone to OS.** Developer agrees that in association with its site plan request, it will apply for a rezone of the property abutting the creek, in the width necessary for the trails to the Open Space (OS) zoning district.

11. **Cross-Access.** Developer shall provide a commercially reasonable cross-access easement to property to the North, sufficient for ordinary vehicular travel between the parcels.

12. **Alternative Approval Process.** The City has held all public hearings necessary for, and has approved the PMP. Such approval of the City council shall remain in full force and effect from the date hereof until the termination of this Agreement. Developer and/or Developer's successors and assigns may from time to time apply to develop a hotel or commercial

approvals given by the City for the Property, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Property, including any related conditions.

16. **Construction.** Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa, as the context may require. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein. Use of the word “including” shall mean “including but not limited to”, including without limitation”, or words of similar import.
17. **Non-Liability of Officials, Employees and others.** No officer, representative, agent , or employee of the City or Developer shall be personally liable to any party hereunder, or any successor-in-interest or assignee of this Agreement in the event of any default or breach or for any amount which may become due or for any obligation arising under the terms of this Agreement, unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud, intentional misconduct or malice.
18. **No Third-Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.
19. **Recordation.** This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.
20. **Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.
21. **Term.** This Agreement shall become effective upon the Effective Date and shall continue in full force and effect from such date that is thirty (30) years, unless terminated earlier pursuant to Section 14 below.
22. **Termination.** Notwithstanding the foregoing, if Developer has not commenced development activities (which includes applying for site plan approval, clearing and grubbing, or grading or foundation permit applications) on the Property within five (5) years after the Effective Date, the City may request Developer to provide the City with reasonable plans and assurances that Developer will develop the Property in accordance with this Agreement. In such event, Developer shall have 120 days after receiving such request from the City to provide the City with such information. If Developer fails to respond to such request within such time period or responds within such time period with plans and assurances that are unacceptable to the City in the City’s reasonable discretion, the City may, as the City’s sole and exclusive remedy, terminate this Agreement by giving written notice to Developer within sixty (60) days following the termination of the 120-day response period described above.

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

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

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

“CITY”

FARMINGTON CITY

STATE OF UTAH, COUNTY OF DAVIS, ss:

This instrument was acknowledged before me on this ____ day of _____ 2022 by Brett Anderson, Mayor, on behalf of Farmington City Corporation.

Notary Public

My Commission Expires: _____

“DEVELOPER” - Evergreen Devco, Inc.

By: Jeremy Carver

Title: Vice President

STATE OF UTAH, COUNTY OF _____, ss:

This instrument was acknowledged before me on this ___ day of _____ 2022 by _____, 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 A



Exhibit B



Planning Commission Sub-committee: Evergreen Proposal
August/September 2022

Summary		Remaining Issues?		Notes:
Tax Generation	= Office > Other types of Residential < Retail	No		Not under the scope of the Planning Commission.
Schools	School District: Capacity not a problem	No		Not under the scope of the Planning Commission.
Public Services (Water, Fire, Police, City Services, Power/Gas/Electrical, Other)	All entities will serve, capacity not a problem	No		These issues are under the scope of the Planning Commission, but were previously vetted by the City's development review committee (DRC).
Traffic	Planned/funded local street network can absorb traffic generated from project	No		Will be an issue if City does not obtain a detention basin and/or Commerce Dr. Right of Way
Commercial Mix	Majority of Haltman Property Residential; but 60/40 for entire 25 acres if City property is developed as non-residential		Yes	60/40 on Haltman property or follow General Plan? Currently not entitled for residential, but developer is seeking permission for this entitlement as per Section 140.
Density/Massing *				Bulk, regulating plan, and other standards (even height and building placement) if different than the underlying zone may be approved (or not approved) as per Section 140.
	Commercial (Non-residential)—entitled			
	Density	N/A		
	Height	No		
	Building placement ("build to") distances	Maybe		
	Bulk (footprint)		Yes	
	Regulating Plan		Yes	
	Residential—Not Entitled			
	Density (see commercial mix above)		Yes	Height, building placement, bulk, regulating plan, and other standards if different than the underlying zone may be approved (or not approved) as per Section 140.
	Height		Yes	
	Building placement ("build to") distances	Maybe		
	Bulk (footprint)		Yes	
	Regulating Plan		Yes	
Buffers	Commercial (Non-residential)—Entitled	No		Some may think enough buffer exists between single-family residential uses to west and others may think otherwise. If residential, buffers can be determined as per Section 140; however, buffers for commercial/non-residential uses are not required.
	Residential—Not Entitled		Yes	
* REGULATING PLAN NOTE: Adherence to the regulating plan may mitigate massing issues; however, developer is not following City regulating plan standards but seeking permission to deviate from the plan as per Section 140.				

CITY COUNCIL AGENDA

For Council Meeting:
September 20, 2022

PUBLIC HEARING: **A recommendation to rezone 6.57 acres of property for parcel 08-059-0045 at approximately 1550 West Burke Lane from AE (Agricultural Estates) to OMU (Office Mixed Use). (Z-11-22)**

GENERAL INFORMATION:

See staff report prepared by Lyle Gibson, Assistant Community Development Director

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



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CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Lyle Gibson, Assistant Community Development Director

Date: September 20, 2022

SUBJECT: **Rezone of 6.57 acres of property for parcel 08-059-0045 from AE (Agricultural Estates) to OMU (Office Mixed Use) for Farmington City (Z-11-22).**

RECOMMENDATION

1. Hold a public hearing.
2. Move that the City Council approve the enclosed enabling ordinance for the requested rezone from AE to OMU.

Findings

1. The requested zoning district is consistent with zoning adjacent to the property.
2. The OMU zoning district permits uses and form consistent with the city's General Plan and the CA/BP land use designation.
3. The OMU zoning district may enable the consideration of additional uses found consistent with the Farmington Station Area Plan or uses that may be more desirable for this location.

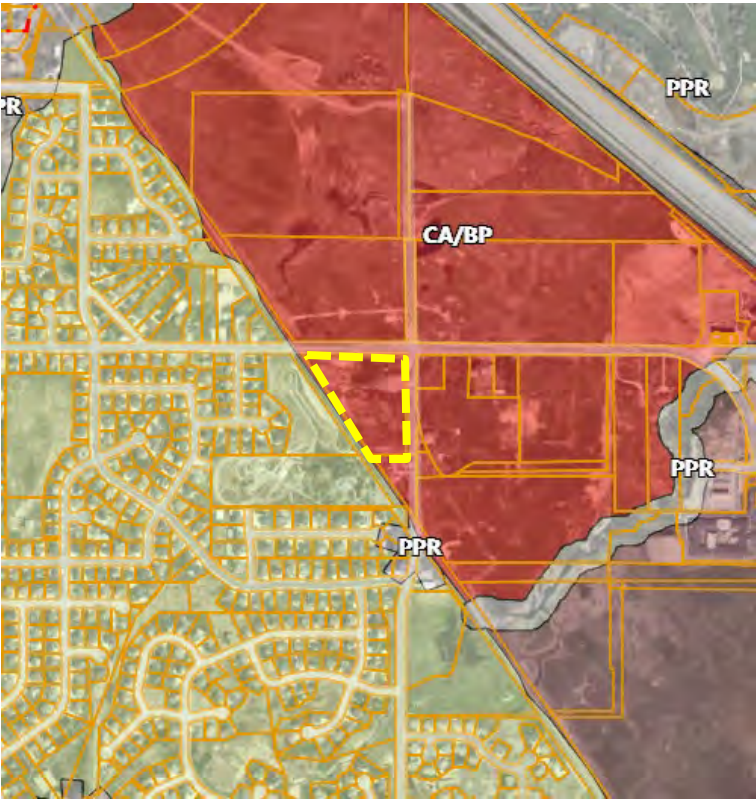
Background Information

Farmington City is looking to rezone the subject property to match surrounding zoning to the north and east of the property. The property is also being considered as part of a PMP where under the requested zoning district the property may be eligible for the alternate review process found in Section 11-18-140.

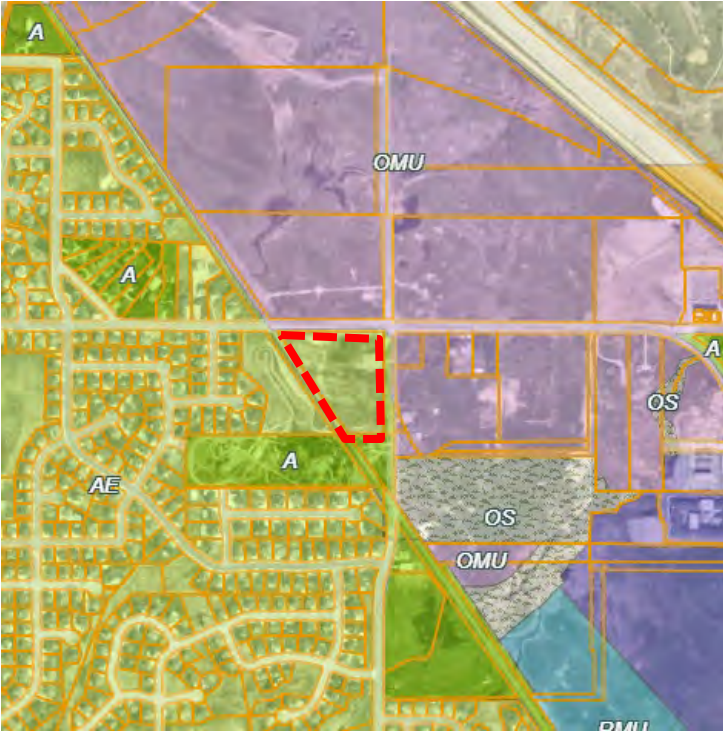
The property is currently vacant and is bordered by the Rail Trail to the west, Burke Lane on the north, and a single-family home to the south. The east side of the property will front the new Commerce Drive.

The general plan designation indicates that this property would be part of the Class A Business Park envisioned for the Area with a more detailed vision from the recently adopted Station Area Plan showing the property being used for residential development. The requested zoning is primarily for Office use, however through the alternate review process alternate uses may be considered.

General Land Use Plan Map:



Existing Zoning:



North Farmington Station Area Plan Exhibits:

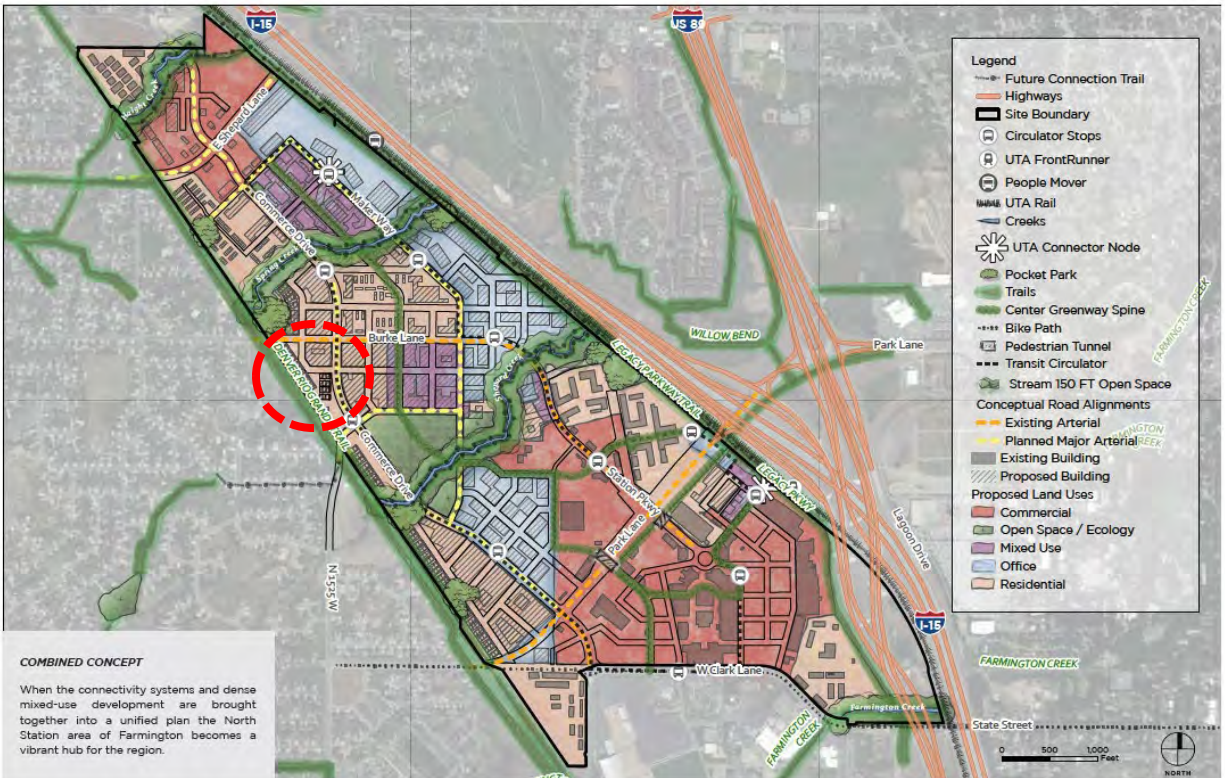


Figure 12 - North Farmington Station Combined Concept

Figure 17 - North Farmington Station Recreation Neighborhood



Supplementary Information

1. Enabling Ordinance
2. Vicinity Map
3. Link to OMU zoning district regulations: [FCC 11-18 Mixed Use Districts](#)

Respectfully Submitted



Lyle Gibson
Assistant Community Development Director

Concur



Brigham Mellor
Assistant City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2022 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY (TAX ID: 08-059-0045) LOCATED AT APPROXIMATELY 1550 WEST BURRKE LANE FROM AE (AGRICULTURAL ESTATES) TO OMU (OFFICE MIXED USE).

WHEREAS, the Farmington City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to the Farmington City Zoning Ordinance and has found it to be consistent with the City's General Plan; and

WHEREAS, a public hearing before the City Council of Farmington City was held after being duly advertised as required by law; and

WHEREAS, the City Council of Farmington City finds that such zoning change should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Farmington City, Utah:

Section 1. Zoning Change. The property described in Application # Z-11-22, filed by Farmington City, located at approximately 1550 West Burke Lane, better identified by parcel number: 08-059-0045, is hereby reclassified from zone AE to OMU, said property being more particularly illustrated on Exhibit "A" attached hereto.

Section 2. Zoning Map Amendment. The Farmington City Zoning Map shall be amended to show the change.

Section 3. Effective Date. This ordinance shall take effect prior to, or concurrent with, the recording of a final plat for The Ivy Planned Unit Development.

DATED this ___th day of _____, 2022

FARMINGTON CITY

Brett Anderson
Mayor

ATTEST:

DeAnn Carlile
City Recorder

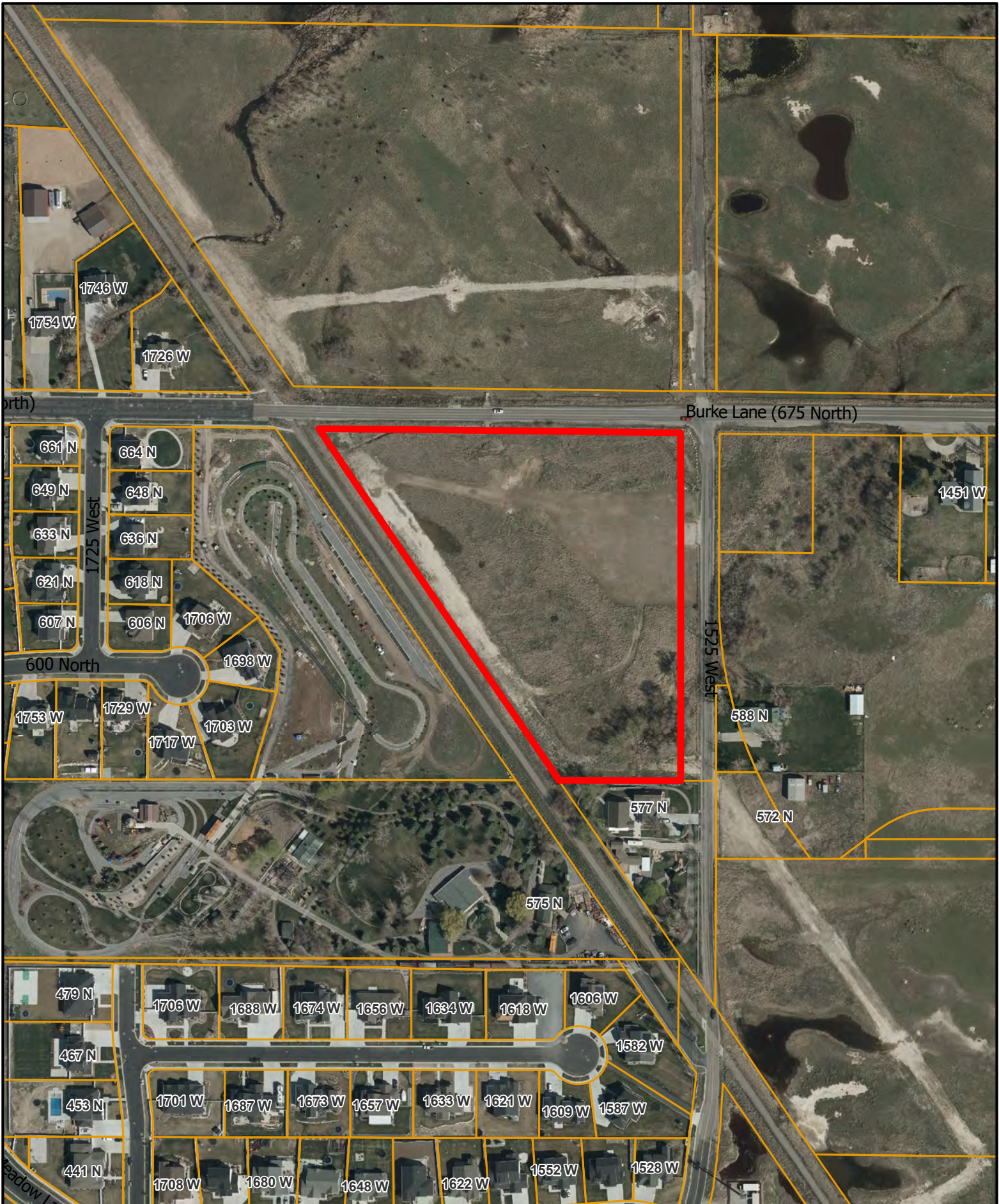
Exhibit A

Parcel ID: 08-059-0045

Legal Description:

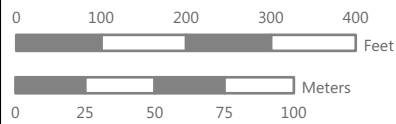
A PART OF THE SW 1/4 OF SEC 14-T3N-R1W, SLB&M; BEG AT A PT ON THE W R/W LINE OF 1525 WEST STR AS IT EXISTS ON THE GROUND AT A PT 815.10 FT N 0°20'03" W ALG THE 1/4 SEC LINE & 33.00 FT S 89°46'23" W FR THE SE COR OF SD 1/4 SEC; RUN TH S 89°46'23" W 256.82 FT TO THE E LINE OF UTA R/W; TH N 34°42'23" W 785.94 FT ALG SD LINE TO THE S R/W LINE OF BURKES LANE; TH S 89°38'45" E 700.59 FT ALG SD LINE TO THE W R/W LINE OF 1525 WEST STR; TH S 0°20'03" E 640.77 FT ALG SD LINE TO THE POB.

CONT 6.57 ACRES



VICINITY MAP

Parcel 08-059-0045



Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.

CITY COUNCIL AGENDA

For Council Meeting:
September 20, 2022

BUSINESS: **Consider Approval of Great Western to Construct the
Cemetery Irrigation System Project**

GENERAL INFORMATION:

See staff report prepared by Colby Thackeray, Parks and Recreation Director

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



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Colby Thackeray, Parks & Rec. Director

Date: September 20, 2022

SUBJECT: **CONSIDER APPROVAL OF GREAT WESTERN TO CONSTRUCT THE CEMETERY IRRIGATION SYSTEM PROJECT**

RECOMMENDATION

Approve the Contract and bid from Great Western for the construction of the Cemetery Irrigation Replacement Project in the amount of **\$652,906**.

BACKGROUND

Farmington City is redoing the irrigation system in our cemetery to be more efficient. The cemetery is the most wasteful and time-consuming irrigation system in the city. With the drought and shortage of labor available to make repairs, it is unavoidable that this irrigation system needs to be improved. The City received four bids for the Cemetery Irrigation Replacement Project ranging from \$572,245- \$678,000, as shown below; construction will begin this fall.

Bidder	Bid
Terraworks Landscaping	\$571,245
RBI Inc.	\$605,200
Great Western	\$652,906
Turf Sprinkler	\$677,668



The project includes the irrigation installation, repair and sodding of all disturbed ground, pressure testing, and controller setup.

Supplemental Information

1. Great Western Contract

Respectfully Submitted

Colby Thackeray
Parks and Rec Director

Concur

Brigham Mellor
Interim City Manager

NOTICE OF AWARD

Date of Issuance:

Owner: Farmington City Corporation

Owner's Contract No.:

Engineer: Chad Boshell

Project: Farmington Cemetery Irrigation
Replacement Project 2022

Contract Name: Farmington Cemetery Irrigation
Replacement Project 2022

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated Sept. 3, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the bid.

The Contract Price of the awarded Contract is: \$ \$652,906 [note if subject to unit prices, or cost-plus]

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. [revise if multiple copies accompany the Notice of Award]

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 2 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Farmington City


Authorized Signature

By: Colby Thackeray

Title: Parks & Rec. Director

Copy: Engineer

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

THIS AGREEMENT is by and between Farmington City Corporation ("Owner") and
Great Western ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

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

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Farmington Cemetery Irrigation Replacement Project 2022.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Jacobson Irrigation Design

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

- A. The Work shall be substantially completed and billed by December 31, 2022. Final testing Shall be completed on or before May 1, 2023. Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by May 1, 2023.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in the amount of \$ \$652,906
- A. Contractor's Bid is attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 23 to 28 inclusive).
 - 2. Performance bond (pages 30 to 32, inclusive).
 - 3. Payment bond (pages 33 to 35, inclusive).
 - 4. Other bonds.
 - a. N/A (pages [] to [], inclusive).

NOTE(S) TO USER:

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

- 5. General Conditions (pages 41 to 110, inclusive).
- 6. Supplementary Conditions (pages 111 to 118, inclusive).
- 7. Specifications as listed in the table of contents of the Project Manual.
- 8. Drawings (not attached but incorporated by reference) consisting of 9 sheets with each sheet bearing the following general title: Jacobsen Irrigation Design Farmington Cemetery 8.24.2022 [or] the Drawings listed on the attached sheet index.
- 9. Addenda (numbers 1 to 1, inclusive).
- 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 14 to 19, inclusive).
- 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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

10.06 *Other Provisions*

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

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

OWNER:

CONTRACTOR:

Farmington City

Great Western

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

720 W. 100 N.

Farmington, UT 84025

License No.: _____
(where applicable)

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

NOTICE TO PROCEED

Owner:	Farmington City Corporation	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Chad Boshell P.E.	Engineer's Project No.:	
Project:	Farmington Cemetery Irrigation Replacement Project 2022	Contract Name:	Farmington Cemetery Irrigation Replacement Project 2022
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [REDACTED], 20[REDACTED]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the work shall be substantially completed and billed by ~~December 31, 2023.~~ 2022

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Brigham Mellor

Attachment 1

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	8/25/2022 (sheet 104)
_____	_____
_____	_____
_____	_____

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

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

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

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

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization and Demobilization	LS	1	45,400.00	45,400.00
2	Irrigation	LS	1	607,506	607,506.00
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
Total of All Unit Price Bid Items			\$ 652,906.00		

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

ARTICLE 6 – TIME OF COMPLETION

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - C. Contractor's License No.: 343286-5501

ARTICLE 8 – DEFINED TERMS

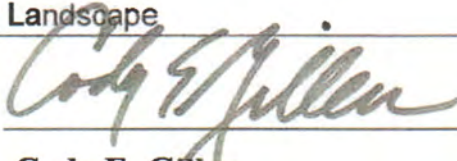
8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Great Western Landscape

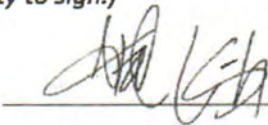
By:
[Signature]



[Printed name] Cody E. Gillen

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

Attest:
[Signature]



[Printed name] Abel Lish

Title: Estimator

Submittal Date: September 2 2022

Address for giving notices:

3706 West 500 South

Salt Lake City, UT 84104

Telephone Number: 801-978-2226

Fax Number: 801-978-2228

Contact Name and e-mail address: Abel Lish

abel@greatwesternlandscape.com

Bidder's License No.: **343286-5501**
(where applicable)

CITY COUNCIL AGENDA

For Council Meeting:
September 20, 2022

BUSINESS: **Consider Approval of Landmark Design for the Parks and Recreation Master Plan**

GENERAL INFORMATION:

See staff report prepared by Colby Thackeray, Parks and Recreation Director

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



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

To: Honorable Mayor and City Council

From: Colby Thackeray, Parks & Rec. Director

Date: September 20, 2022

SUBJECT: **CONSIDER APPROVAL OF LANDMARK DESIGN FOR THE PARKS & REC. MASTER PLAN**

RECOMMENDATION

Approve the Contract and proposal from Landmark Design for the Parks & Rec. Master Plan Project for **\$99,990**.

BACKGROUND

The City received three proposals for The Parks & Rec Master Plan. Projects ranging from \$97,000 to \$100,000 hundred thousand as shown below; Master Plan Project to begin this fall.

Bidder	Bid
Blu Line Designs	\$96,750
Landmark Design	\$99,990
GSBS Consulting	\$100,000



The project goals include internal assessment, community engagement, resource and data collection, implementation, final plans, and support materials development. The project has five goals. After the PRAT Committee and City Staff reviewed all proposals, they decided that Landmark Design encompassed all five areas of the Project Goals and had the best team. The PRAT Committee and City Staff recommends awarding Landmark Design the Master Plan Project.

Supplemental Information

1. Landmark Contract

Respectfully Submitted

Colby Thackeray
Parks and Rec Director

Concur

Brigham Mellor
Interim City Manager

AGREEMENT

THIS AGREEMENT, made and entered into the ____ day of _____, 2022, by and between LANDMARK DESIGN, INC., a Utah Corporation, hereinafter referred to as "Consultant" and City of Farmington, hereinafter referred to as "Client."

WITNESSETH

WHEREAS, the Client desires to engage Consultant to provide professional planning services to update the City of Farmington Parks, Recreation, Arts and Trails Master Plan and

WHEREAS, the Consultant has the resources, expertise and the desire to perform such services for and on behalf of the Client.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and for other good and valuable consideration, the parties agree as follows:

1. Agreement: The Client agrees to engage the Consultant as an independent contractor, and the consultant agrees to provide its professional and technical services as hereinafter provided.
2. Scope of Services: The Client and the Consultant agree that the professional services shall consist of Tasks shown in the Scope of Work attached hereto and incorporated herein. All work must be performed and completed to the satisfaction of the Consultant and the Client.
3. Commencement of Work: Work shall begin on the date of this agreement and will be completed by March 31, 2024 as shown in the proposed schedule attached hereto, unless extended by mutual agreement of the Client and the Consultant.
4. Compensation: As total compensation and expenses, the Consultant shall be paid for services under this Agreement a sum of not-to-exceed amount of \$99,990.00 as shown in the Scope of Work, to be paid monthly for work completed to date. Client agrees to make payment within 30 days of receipt of invoice.
5. Amendments: This Agreement can only be modified or amended in writing. Any change in this Agreement, including any increase or decrease in the amount of Consultant's compensation, shall be mutually agreed upon by the Client and the Consultant and shall be set forth only in written amendments to this Agreement.
6. Independent Contractor Relationship: The legal relationship of the Client to the Consultant with respect to the services required under this Agreement shall be that of an independent contractor and not that of an agent or employee.

7. Representations and Notices: The following are designated as representatives of parties to this Agreement:

(a) The Consultant designates Mark Vlastic, President of Landmark Design, Inc., as its representative in all matters under this agreement and all notices given to Consultant shall be by regular U.S. mail to:

Landmark Design Inc.
850 South 400
Salt Lake City, Utah 84101
Attention: Sam Taylor

(b) The Client designates as its representative in all matters under this Agreement and all notices given to Consultant shall be by regular U.S. mail to the above designated representative at:

City of Farmington
720 West Clark Lane
Farmington, Utah 84025
Attention: Sylvia Clark

8. Indemnification: The Consultant agrees and covenants to hold harmless and indemnify the Client from claims, losses, injury, expenses and attorneys' fees proximately caused by any negligent conduct or omissions that constitute a form of tortious behavior on the part of the Consultant, its officers, employees, or agents in the execution of the work performed in accordance with this Agreement, or which constitutes a breach of this Agreement.

9. Successors: The Consultant agrees that the provisions of this Agreement shall be binding on heirs, permitted assigns and successors, subcontractors and agents.

10. Termination: Either party to this Contract has the right to terminate the agreement on 15 days' notice. In the event such termination occurs, regardless of who initiates the termination, Consultant shall be paid for the work completed to date of termination. In such event, all unfinished work shall, at the option of the Consultant, become its property.

11. Entire Agreement: This Agreement including Scope of Work attached hereto contains the complete agreement and understanding of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements whether oral or written, and may only be modified or amended in writing or executed by authorized individuals of Consultant and Client.

12. Jurisdiction: This agreement shall be governed by the laws of the State of Utah.

IN WITNESS THEREFORE, the Consultant and the Client have hereunto executed this Agreement the day and year first above written.

LANDMARK DESIGN, INC.

By _____
Sam Taylor, Principal

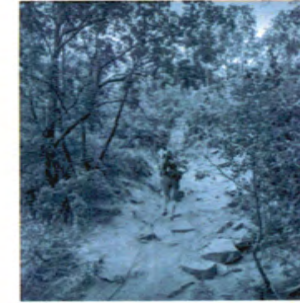
CITY OF FARMINGTON

By _____

Attest: _____

City of Farmington

Proposal to Update the Parks, Recreation, Arts & Trails Master Plan



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City of Farmington

Proposal to Update the Parks, Recreation, Arts & Trails Master Plan

Sylvia Clark

Park and Recreation Business Manager

720 West Clark Lane

Farmington, Utah 84025

801.939.9295

sclark@farmington.utah.gov



Team

26 August 2022

Dear Sylvia,

It is with great pleasure that the Landmark Design Team submits our proposal for this exciting project. We understand that the City is growing rapidly and needs an up-to-date, comprehensive master plan to guide the allocation of parks, recreation, arts and trails resources now and into the future. We also understand that the last master plan process did not go as smoothly as desired, and we look forward to developing a planning partnership centered around consistent communication.

As described in the following pages, we propose a scope that builds upon current efforts with an emphasis on a community engagement process that ensures the community vision is understood and reflected in the updated plan. We are experienced in preparing planning studies of this nature and will develop the plan using the skills and guidance of our experienced principal and senior staff. Our team includes senior staff of **Y2 Analytics**, a public polling firm that will provide a statistically valid survey, and **Lewis Young Robertson and Burningham (LYRB)**, an independent municipal financial advisory and consulting firm that will provide demographic research and financial analysis and guidance.

We are excited to assist the City of Farmington in this endeavor and would consider it an honor to be selected. We truly enjoy the public participation process and look forward to clarifying the pulse of your citizens and stakeholders as this planning process gets underway.

Thank you again for the opportunity – we look forward to working with you. Please feel free to call me directly at 801.474.3304 or email me at samt@ldi-ut.com if you have any questions or require additional clarification. If I am away from the unavailable, please reach out to Lisa Benson or Madison Merrill at 801.474.3300.

Respectfully yours,

Sam Taylor, PLA, ASLA
Principal-in-Charge

Strengths of Our Team

- Success on similar projects – over 50 similar planning efforts in the past 34 years
- Direct participation and leadership by senior staff
- Familiarity with Farmington and its unique setting in the region
- Experience addressing park, recreation, arts and trail needs as part of a unified and comprehensive process
- Experience completing comparable projects on-time and on-budget
- Award-winning comparable projects that demonstrate creative solutions and easy-to-understand formats
- Experience in the design and implementation of engaging public participation processes tailored to meet the specific needs of your community

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Executive Summary

1

The **Landmark Design Team** brings together the highly-skilled professionals of **Landmark Design** (landscape architects and planners), **Y2 Analytics** (market research and data analysis group), and **Lewis Young Robertson and Burningham (LYRB)** (financial advisory and consulting group) to provide comprehensive planning services for the update of the *City of Farmington Parks, Recreation, Arts and Trails Master Plan*. Our team offers extensive experience from more than 50 similar planning efforts in the last 34 years.

We are excited about the opportunity to assist the City of Farmington establish a new vision that balances current and future needs, and then formulate a plan, resulting in achievable goals, policies and implementation measures. Community Engagement is at the heart of our planning process, as we propose a thoughtful, eight-part approach to meet the needs of the project. The outreach components include: (1) regular staff coordination, (2) Advisory Committee meetings, (3) a project website, (4) the Social Pinpoint online engagement tool, (5) a statistically valid community survey, (6) public meetings, (7) focus interviews, and (8) leadership briefings.

Our comprehensive approach begins with an Inventory, Needs Assessment and Analysis and proceeds through the development of the Draft Parks, Recreation, Arts and Trails Master Plan. The process concludes with the Approval Process and Final Parks, Recreation, Arts and Trails Master Plan. Community Engagement is layered throughout the planning process, with some components remaining active and others occurring only at strategic stages.

We believe an **eighteen-month schedule** beginning in September 2022 and concluding with a two-month adoption period beginning in January 2024 is more than adequate to complete the project. We propose a fee of **\$99,990** to complete the scope of work described in this proposal.

2

Scope of Work

“

As a lifelong Tooele County resident, I was happy to have the opportunity to shape the future of the County through a structured planning process. Landmark Design did a good job of designing and guiding a process that was responsive to and reflective of the public's interests. They brought a new perspective to the process that yielded a plan to guide the inevitable development that is coming our way. The Vision allows for growth while maintaining vital aspects of the County that make it a place I and others like to live.

”

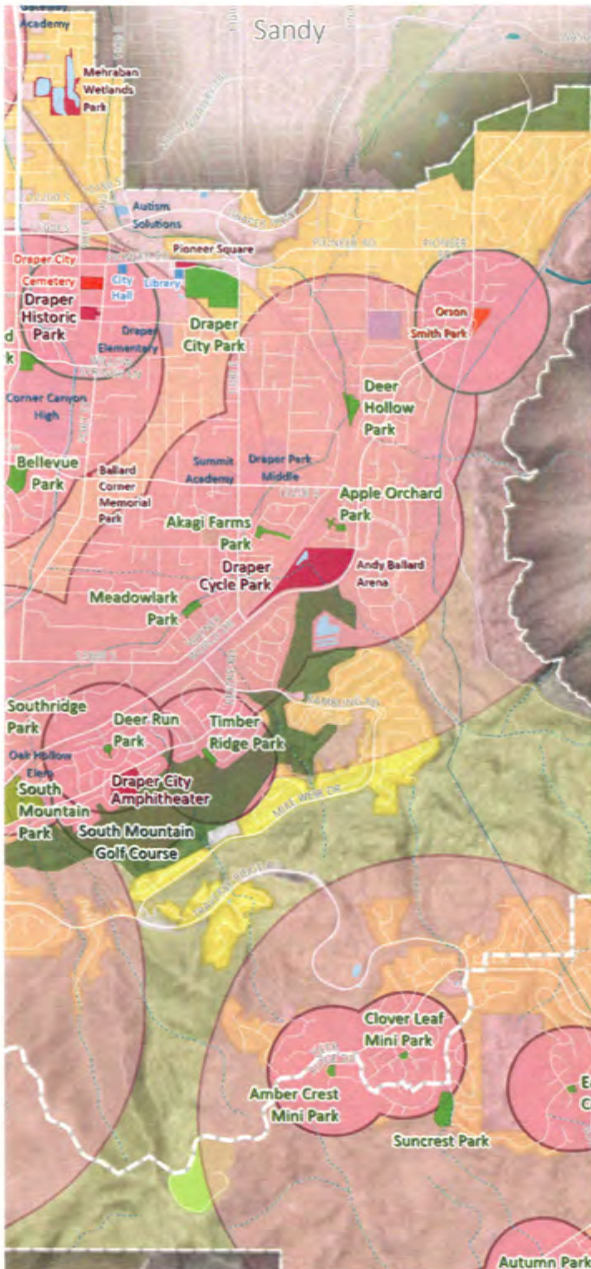
Justin Smart, Resident

The following is a detailed description of our process and the specific deliverables you can expect upon completion of the Parks, Trails and Recreation Master Plan.

Task 1: Community Engagement & Outreach

We believe that a thoughtful and organized approach to public involvement yields the best results for updating a *Parks, Recreation, Arts and Trails Master Plan*. We therefore propose the an eight-part approach to meet the needs of the project as follows.

- A **Staff Coordination** to ensure continual communication and steady progress;
- B **Advisory Committee** to guide development of the master plan;
- C **Project Website** to serve as a clearinghouse for project information and community engagement;
- D **Social Pinpoint** to provide opportunities for online communication of needs and desires at the convenience of residents in an engaging, intuitive format;
- E **Statistically Valid Community Survey** to gauge public opinion on needs and the vision for the future in a representative and defensible manner;
- F **Public Meetings** at key stages during the planning process to gather public input;
- G **Focus Interviews** to drill down into more detail or reach out to unique populations or stakeholders; and
- H **Leadership Briefings** with members of the Planning Commission and City Council to update them on our progress as the process unfolds.



Sample Distribution Map for On-Going Project

A Staff Coordination

We will meet regularly with City staff to review planning progress and help refine the Community Engagement Plan. The meetings will primarily be online, with face-to-face meetings as needs dictate. We request that a senior City staff member is assigned as our project liaison to ensure coordination and strong communication throughout the planning process.

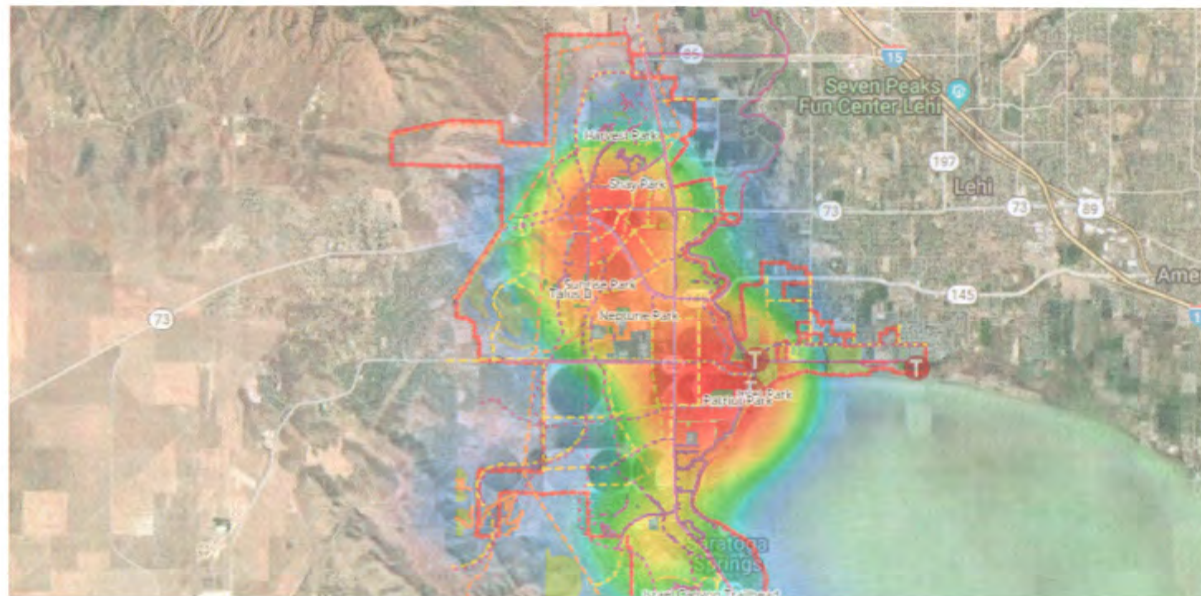
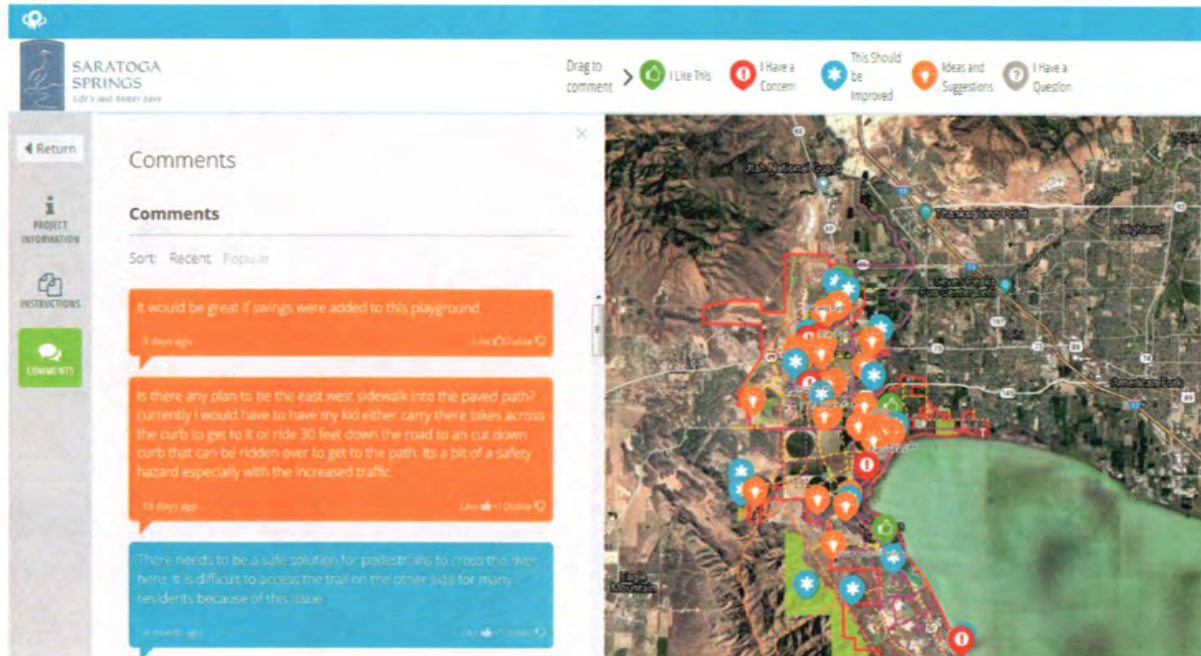
B Advisory Committee Meetings

We recommend the establishment of a Advisory Committee that will work actively with City staff and our team to provide overall guidance during the planning process. The Advisory Committee will help identify and clarify preliminary issues (to be verified through public input) as well as provide advice on planning ideas and draft/final plan recommendations. The envisioned committee should be prepared to meet up to four times during key stages of the planning process (Scoping, Survey, Existing Conditions Report, and Draft Plan/Final Plan), and should include representatives of key City departments and staff, the Parks, Recreation, Arts and Trails (PRAT) Advisory Board, the Planning Commission and City Council, the Davis School District, business and neighborhood representatives, and other key interests and specialty needs groups. Landmark Design will work closely with the City in the assembly and scheduling of this group.

B Project Website

Project websites are a cornerstone of our planning projects. They not only facilitate quick exchange of information and ideas between planners, municipalities, and members of the public, but also help increase public knowledge and interest in the project and help ensure the broadest range of voices are heard and represented. We invite you to visit the ongoing project websites and web pages created and managed by Landmark Design at www.lidi-ut.com/engagement-portal as an example of what you can expect.

As a growing community, we assume that a large percentage of residents use online and social media to communicate with the City. We intend to leverage this by establishing and maintaining a dedicated website that will be linked with the City website, Facebook



Sample Results and Easy-to-Understand Graphics from Social Pinpoint Tool for Recent Project

page, and other social media outlets. This will allow us to enhance input and education opportunities.

D Social Pinpoint Online Engagement Tool

The Landmark Design Team will utilize *Social Pinpoint (SPP)*TM to help gather an additional layer of public input. *Social Pinpoint*TM is an online community engagement tool that helps communities, like Farmington, connect with their citizens and stakeholders. The tool will be hosted on the project site, providing numerous opportunities to comment, question and propose ideas for specific issues and areas in the City using an online map. The software allows participants to “drag and drop” various types of “comment pins” to different locations. They can also upload photos and images to help describe ideas and point out specific locations. Built-in reporting tools show the concentration of comment locations throughout a project area and categorizes comments by comment type.

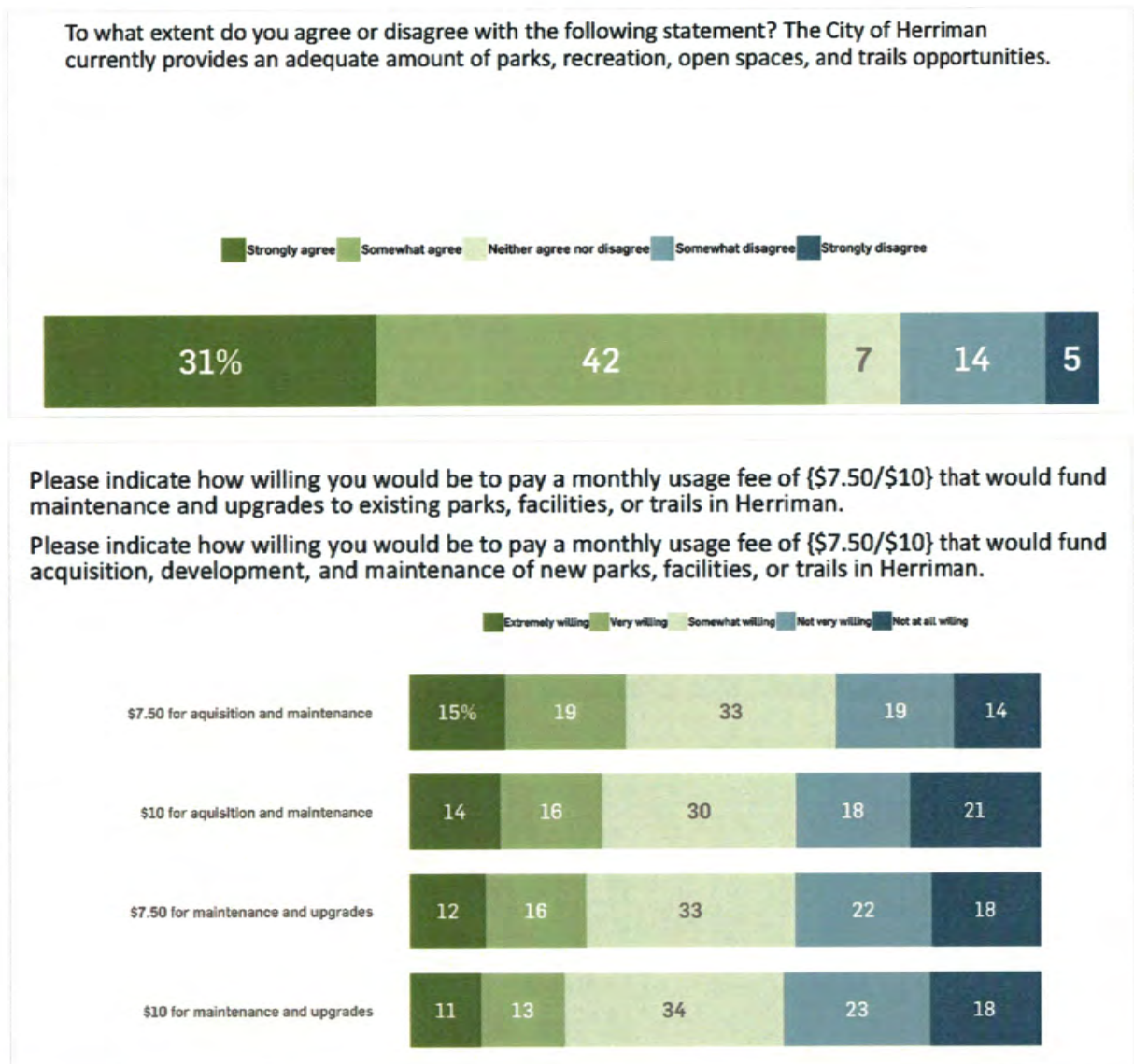
E Statistically Valid Survey

The Landmark Design Team will facilitate a statistically valid survey with a representation accuracy of 95-percent or greater. We will work with City staff to draft a survey that accomplishes the City’s

research objectives. The questionnaire will be revised until the City is comfortable with the questions. Once the survey is finalized, it will be fine-tuned so that respondents can take part on a computer or mobile device.

Y2 Analytics will conduct the scientific survey, collecting responses until roughly 300-500 are received. The survey respondents will be recruited via email or mailed invitations and will be administered by phone to any invitee that requests it. If a particular geographic or demographic segment is missing, postcards will be sent to those parts of the City to remind residents to participate. Y2 Analytics will code and administer the survey, and then provide analysis and visualization of the results. The results of the survey will be presented to Advisory Committee online and can be presented to the City Council if desired.

Y2 Analytics can offer an optional open-access survey following the collection of the statistically valid sample for a small administrative fee and nominal per response fee if the City wishes to make the survey available to anyone who wishes to participate.



Sample Results from Statistically Valid Community Survey for Recent Project

Public Participation



Landmark Design is committed to community based planning processes. Our staff has experience in a range of public involvement tools and techniques, which is continually adapted to fit special situations and unique needs. We believe that public participation is essential to obtaining information and generating ideas, and have incorporated a number of opportunities for public involvement into our projects including:

Websites, Web Pages and Online Engagement Tools provide a central clearinghouse and offer multiple opportunities for constituents to engage online who otherwise might choose not to participate. These tools offer readily-available commenting and engagement options, and ensure transparency in planning and design efforts.

Scoping Meetings are used to gather information and to identify issues, concerns, ideas, opportunities, and constraints that should be addressed through a project. Comments are summarized and included as part of the on-going communications between the public, our client, and ourselves. Public comments are often recorded on “flip charts” and/or comment forms provided, but it is not unusual to include a “visual preference survey” or some similar interactive survey methods that gathers specific and targeted information.

Workshops and Charettes are hands-on opportunities that bring people together, stimulate discussion, and build bridges between conflicting groups. Events such as these are especially important during master planning when the broad aspects of programming and design intent are discussed and as alternatives are developed and evaluated.

Steering Committees and Advisory Groups are involved in and contribute regularly to the process on nearly all of our planning and design projects. These stakeholder representative groups are critical in identifying issues and reaching acceptable solutions that can be implemented with community support.

Citizen Preference Surveys are used to collect data and inform project reports. Landmark Design has developed numerous citizen preference surveys requesting information about communities and their elements, such as urban spaces; streetscapes; and park, recreation, arts, trails and open spaces.

Public Review Meetings and Open Houses are an effective way to reconnect and receive information. At these meetings, it is typical to provide participants with a comment form which they may use to respond to specific questions and/or freely record their impressions. All comments are documented, summarized, and made available to interested participants and the general public at large.

Public Approval Processes, for the general public or a government entity, are generally the final aspect of the planning or design process. We are comfortable making presentations and working with Planning Commissions and City Councils at briefings, work sessions, or hearings, as projects move through the public adoption processes.

F Public Meetings

Public meetings allow us to get direct feedback from Farmington residents. This will further ensure that the wide range of community voices are represented and acknowledged.

Public Scoping Meeting

In order to ensure the various voices of the public are heard, we propose holding a public scoping meeting in the early stages of the project to help identify needs, desires and issues. We propose meeting in a well-known and central location, such as City Hall, the gymnasium or at a public school. The purpose of this meeting is to receive direct input from the public to help establish ideas, issues and a vision for the future.

We will include a range of opportunities for providing input, including comment forms, surveys and maps. These meetings often start out with a Visual Preference Survey where participants rate images based on personal preference, enabling us to better understand residents' vision for the City's parks, recreation, arts and trails. We will work with our City staff liaison to create fliers and advertise the events, send invitations online and electronically, and leverage other avenues for publicizing the meetings and encouraging attendance. During these events there are no right or wrong answers or good or bad comments. All thoughts and ideas received will be recorded, analyzed and addressed in the Draft Plan. The results will be presented to the Advisory Committee and posted to the website for additional review and input by the public.

Draft Plan Public Open House

Once a preferred planning direction has been identified, a Draft Plan will be developed by the Landmark Design Team. Following review by City staff and the Advisory Committee and after briefing City leaders, an open house meeting will be held to allow members of the public to review the plan and provide additional public input prior to finalization and adoption. The Draft Plan will also be posted to the website for additional review and input by the public.



Task 1 Deliverables

- *Hold coordination meetings with City Staff (10 total, online);*
- *Establish Advisory Committee;*
- *Conduct Advisory Committee Meetings (up to 4 total, 2 online, 2 in-person);*
- *Establish project website;*
- *Conduct statistically-valid survey;*
- *Launch Social Pinpoint online engagement tool;*
- *Host public scoping meeting and open house as described (in-person);*
- *Conduct focus interviews (up to 4 total);*
- *Provide top-line and detailed survey results;*
- *Present survey results to Advisory Committee (and City Council if desired);*
- *Present summary of Social Pinpoint results to Advisory Committee (online)*
- *Brief City leadership (2 meetings total, 1 with City Council, 1 with Planning Commission)*

G Focus Interviews

We will meet online with up to three focus groups. We will work closely with you to determine which groups to engage, which often include stakeholder groups, special interests, sport groups or other special populations such as the state and national land managers (U.S. Forest Service, BLM and Utah Department of Natural Resources, for example), sports clubs, senior and youth representatives,. The interviews help ensure we have a clear vision of anticipated needs, desires, issues and opportunities as they pertain to exiting and future parks, recreation, arts and trails facilities and programs. We request the assistance of City staff in determining participants and scheduling the meetings.

H City Leadership Briefings

Landmark Design will brief members of the Planning Commission and the City Council, providing a summary of planning issues and ideas. We assume that we will meet once with each group in-person.

Task 2: Inventory, Needs Assessment & Analysis

This task is designed to get the Landmark Design Team “up to speed” with current and past planning processes, documents and conditions. Since we prepared the existing plan, this effort will be seamless.

A Kick-Off Meeting & Tour

In order to ensure that a clear avenue of communication is established between the Planning Team and Farmington City staff, and to maximize the efficient use of time and the sharing of ideas and knowledge, a kick-off meeting will be scheduled with Landmark Design Team members and City staff during the earliest stages of the planning process. At this meeting, we will adjust our schedule as necessary, review the process, discuss the survey and conclude the meeting with a site visit.

B Review Existing Documentation

This task will allow the Landmark Design Team to understand issues and frame discussions that are addressed in key long-range planning documents. We will blend the information obtained during the kick-off meeting and the first Advisory Committee

meeting with our analysis of the existing plans and documents, including the most current Parks and Trails Capital Improvement Plan (CIP) project list to create an existing conditions analysis presentation.

C Demographics & Trend Analysis

As part of developing the presentation, the Landmark Design Team will research and compile demographic data and projections to ensure Farmington's Parks, Recreation, Arts and Trails system keeps pace with growth and demands into the future.

LYRB will review available data regarding the City's current population and demographic information, including information related to the 2020 Census, as well as estimates related to the City's current population figure. The City's existing parcel data will be evaluated to determine assessed value and building square footage by land use type. They will analyze several data sets to determine future population growth within the City, including the Governor's Office of Management and Budget ("GOMB"), Wasatch Front Regional Council ("WFRC") Traffic Area Zone Data ("TAZ"), impact fee data and building permit data. LYRB will then forecast future population growth within the City to determine projected changes in level of service, which will show the population and population density within Farmington, including current, ten-year and build-out projections.

The Landmark Design Team will also benchmark several other regional and national service providers to evaluate levels of service and demographic trends, utilizing research by the National Recreation and Parks Association (NRPA).

D Parks, Recreation, Arts & Trails Inventory & Analysis

We will become familiar with current City inventories and mapping, updating the information as needed with existing, proposed and undeveloped parks, trails and recreation and arts facilities. The analysis will include an evaluation of the potential influences of land use planning for the City and other key agencies.

Standardized definitions will be reviewed and revised for all categories of parks. We will then determine distribution and acreage requirements for various types of parks, which will be projected into the future to the intended planning horizon. It is anticipated





that more specific information will be generated for the near term (10 years) with future milestones or targets set at build-out. We will also develop an inventory of existing recreation facilities and programs in Farmington, including City, county and school district programs, as well as key programs and services provided by private organizations and clubs.

Existing arts and cultural facilities and programs and community events will be summarized, followed by an analysis and recommendations to maximize public participations in the future. City trails will be documented and analyzed, incorporating key connections and amenities in adjacent municipalities and jurisdictions. The trails element will also include a proposed trail network with a hierarchy of trail and trailheads to provide an interconnected system that connects to key parks, open spaces and community destinations.

The parks, recreation, arts and trails inventory and analysis will be incorporated into the existing conditions analysis presentation, which will be used to brief the Advisory Committee and City leadership. The presentation will enable planning team members, City staff, the Advisory Committee and community members to understand what exists and what is needed in the future, and segue to the Draft Plan.

E Parks & Recreation Department Analysis

The Landmark Design Team will conduct an assessment of the Farmington Parks and Recreation Department. The analysis will examine the department both at a services level and at a fiscal level and will provide an assessment and analysis of current level of programs, facilities, services, and capital replacement plan in relation to present and future goals, objectives and directives

Programs, Staffing, and Operations and Maintenance Analysis

We will work closely with City staff to gather specific information about the Parks and Recreation Department. The evaluation will include an analysis of current level of programs, staffing, services, and maintenance. The study will also incorporate a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis. We will meet with City staff to review facilities, programming, staffing, and operations and maintenance

needs, including an specific areas of concern. The analysis will help establish future goals, priorities, and implementation actions to ensure the Parks and Recreation Department continues to meet anticipated needs and will dovetail with the financial analysis.

Financial Sustainability Analysis

This analysis will be based on the City's existing level of service and maintenance cost evaluation, and on discussions with the Public Works and Police Departments. Utilizing historic financial information and budgets, as well as interviews with staff, LYRB will project the annual department expenditures for a ten-year planning horizon. Expenditures may include the following: operation and maintenance expenses, annual replacement costs, new capital needs, and/or debt service costs. The anticipated effects of inflation during the study period will be factored into the calculations. The funding of depreciation, which is traditionally a non-cash item, will also be evaluated. Funding a capital repair and replacement budget, or depreciation, can reduce the City's need to issue debt and therefore decrease future interest expense. LYRB will also develop a revenue model to forecast general fund budget allocations for a ten-year period. This information will be generated based upon existing revenue sources consistent with historic trends. LYRB will also benchmark five to ten other communities to evaluate operations and maintenance expenses relative to peer cities.

From the findings of the baseline analysis, LYRB will develop a high-level financing plan that will evaluate alternative financial resources available to the City to implement master plan goals and objectives, inclusive of both City funding sources available, as well as potential state, federal and pertinent private and foundation sources. Local governments in Utah have a number of tools available to finance needed capital facilities. Costs to build, operate, and maintain parks and open space properties continue to rise while budgets are often reduced. LYRB will identify alternative funding mechanisms and provide a scenario analysis related to bonding options.

LYRB will coordinate with each department head regarding new expenditures, revenue assumptions, and proposed new capital projects and answer questions that may arise through the initial phase of this project. In order to reduce costs, LYRB anticipates City staff will complete much of the legwork related to gathering the list of capital projects.



Sample Trails Map for On-Going Project

Task 2 Deliverables

- *Kick-off meeting with staff to establish project parameters;*
- *Confirmation of project schedule;*
- *Review of plans documents, data, and mapping;*
- *Updated mapping and facility inventories;*
- *Advisory Committee meeting #1: Scoping;*
- *Public meeting #1: Scoping Meeting;*
- *Advisory Committee meeting #2: survey results & existing conditions analysis presentation;*
- *Parks, Recreation, Arts, and Trails Inventory and Analysis;*
- *Parks and Recreation Department Analysis;*
- *Staff coordination meetings; and*
- *Existing conditions analysis presentation.*

It is important to note that future bonding scenarios will be evaluated based on generalized assumptions and cumulative funding needs rather than attempting to structure multiple individual bond series. It is anticipated that as the City approaches the actual construction year of projects, more detailed funding scenarios will be developed. Additionally, LYRB will evaluate existing user fees or other fee-based approaches to fund ongoing operations and maintenance of parks and recreation facilities. Many communities across the State are evaluating this option as a funding mechanism to maintain the existing level of service within the community.

LYRB will provide an analysis of current tax assessment to City residents in relationship to current services and facilities. LYRB will also explore future financial options (taxes, bonds, capital leases) to renovate aging infrastructure or develop proposed new facilities.

Task 3: Draft Parks, Recreation, Arts & Trails Master Plan

We understand the City's desire to provide an outstanding parks, recreation, arts and trails system, and the complex relationships required to ensure the vision can be implemented in a cost-efficient and realistic manner. The *Parks, Recreation, Arts, and Trails Master Plan* will provide a new vision that builds on existing plans and directions while addressing future needs and requirements.

A Introduction & Background

This section of the Draft Plan will include a summary of the purpose of the plan, the relationship to other relevant planning documents, a summary of the community engagement and planning process, the planning vision, and a description of the City's physical and demographic profile, including projections for the short- and long-term planning horizons.

The information gathered through the existing conditions analysis presentation and public participation will ensure that the Draft Master Plan reflects local needs and trends.

B Parks & Open Space

We will determine the existing and future Levels of Service (LOS) and conduct a Distribution Gap Analysis to determine where park needs are being met and where there is room for improvement. This section will also include park standards correlated with the community desires and values gleaned from the community engagement process. The standards will determine acreage requirements for each type of park and recreation facility, which will be projected into the future for the short-term planning horizon. These findings will be projected forward, and with the input of City staff, we will determine service levels and distribution patterns to meet future needs.

The Draft Plan will also include an analysis of individual park amenities according to both the park standards and a population-based amenity ratio. Shortcomings and/or over-provision of parks and amenities will be analyzed for a 10-year planning horizon, and the results will be reviewed with the City staff to determine future direction.

Figure 30. Youth Athletic Program Participation (2015-2021) (<400 Annual Participants)

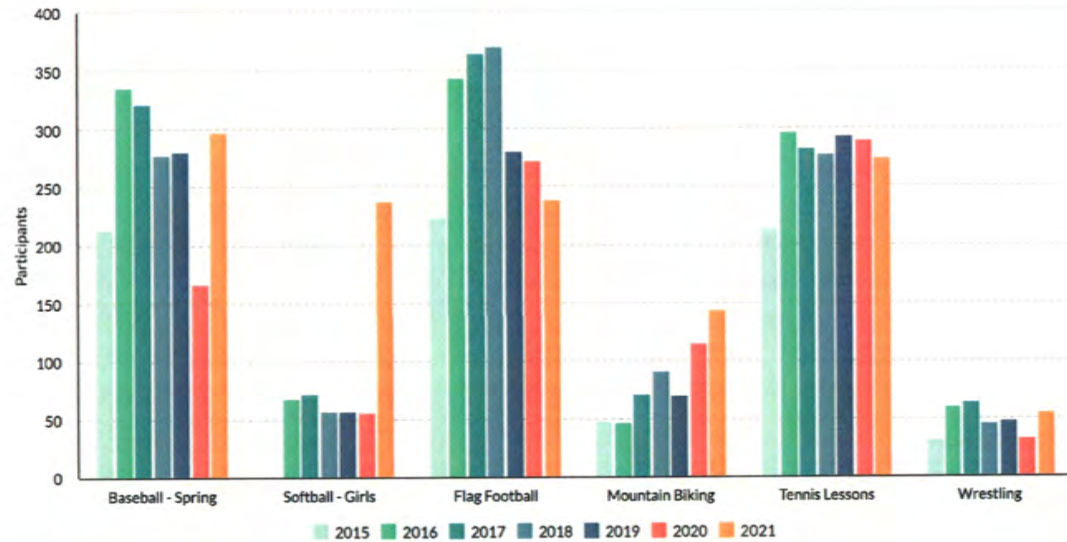
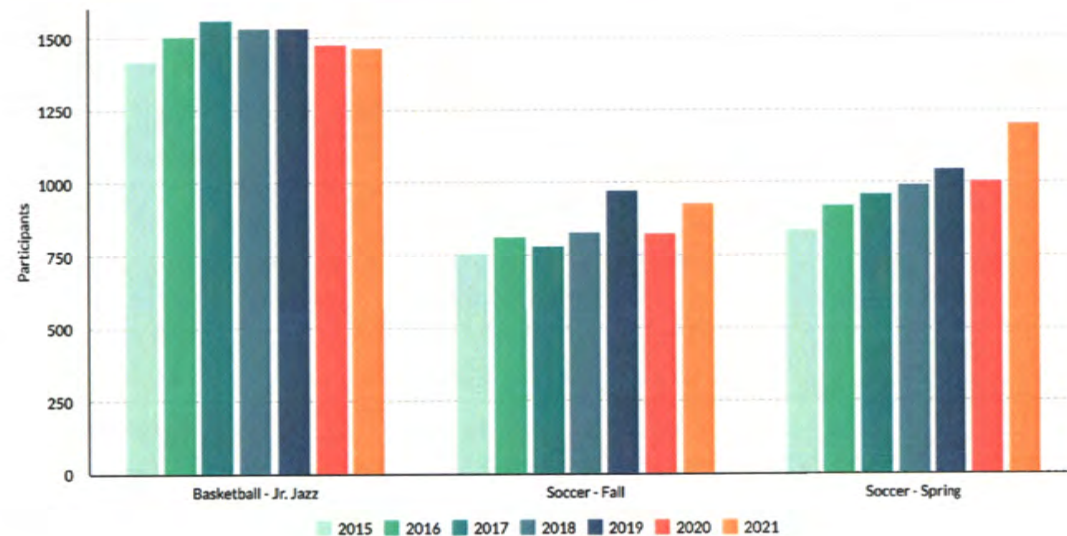


Figure 31. Youth Athletic Program Participation (2015-2021) (>400 Annual Participants)



Sample Recreation Stats for On-Going Project



The Draft Plan will also document the City's open space system and will recommendations capture the community's desire for open space as part of a comprehensive recreation system. The chapter will conclude with goals, policies and implementation measures.

C Recreation

This section will address existing recreation programs and facilities, including programs and services provided by other public and private agencies and organizations. The Draft Plan will address unmet needs and make recommendations for meeting existing and future needs. A summary of recreation program use and impact on existing City park, trail and recreation facilities at a general level will be included, and recommendations will include a discussion of potential improvements to better meet needs. The chapter will conclude recommendations for facilities and programs based on the findings of the analysis and specific goals, policies and implementation measures.

D Arts, Culture, & Community Events

The Draft Plan will include a summary and analysis of the City's current arts and cultural facilities and programs, as well as an overview of community events. Community organizations, including key private partners will be noted. The chapter will conclude recommendations for facilities, programs and community events based on the findings of the analysis and specific goals, policies and implementation measures.

E Trails

We will analyze existing trail system and standards. This will include preparing an updated map of the existing trail system, including connections to adjacent communities and public land, creating charts and matrices as required, and identifying a proposed trails system that complements the network that is already established. Various types of trails will be considered and classified, as well as support facilities adjacent to or incorporated into the trail system. Safety and access to designated open space, other recreation facilities, and other desired destinations will be paramount. The chapter will conclude with goals, policies, and implementation measures to ensure the envisioned trail network is realized.

F Priorities, Acquisition & Construction Costs

Institutionalizing the *City of Farmington Parks, Recreation, Arts and Trails Master Plan* is perhaps the greatest challenge of the process. To the extent possible, parks, trails, and arts and recreational facilities should be easily maintainable and managed in a manner that allows the City to adjust to changing needs and demands when they arise. This section of the plan will address the management service standards, operations and maintenance associated with the parks, recreation, arts and facilities based on the Parks and Recreation Department Analysis in Task 2.

We will develop opinions of probable cost for the acquisition and development of parks, recreation, arts and trails facilities that are proposed, and if needed, for those existing facilities that need to be updated. In addition, LYRB will construct an exhaustive menu of prospective funding sources/financing options building on approaches currently under consideration, including property tax allocation or increment, public infrastructure districts, taxes and fees, and public private partnerships. The goal will be to provide the City's decision makers with a full menu of options for evaluation and consideration. This will be evidenced by a "dashboard" concept built into the comprehensive financial model that will have varying levers (assumptions) that can be modified in order to stress and test varying scenarios and potential outcomes.

Once an exhaustive menu of financing options has been developed, the Project Team will conduct an in-depth analysis delineating the benefit and best utilization of each of the proposed tools. LYRB will then narrow and refine the list to an ultimate recommended financing strategy that considers pay-back period and means, statutory authority, transaction fees, total borrowing costs, capital limits, institutional credit rating and other relevant factors. Again, the culmination of the assessment and prioritizing of financing tools will be identified, compared/contrasted, and outlined in the comprehensive financial model.

LYRB will recommend a comprehensive financing strategy including outlining the steps, providing financial models/forecasts, and detailing a timeline for implementation and execution of major milestones.

Task 3 Deliverables

- *Updated Existing and Proposed Parks, Recreation, Arts, and Trails Facility Maps;*
- *Distribution Maps for Existing, Planned, and Proposed Parks;*
- *PDF of the Draft Parks, Recreation, Arts, and Trails Master Plan with summary of existing conditions, LOS and distribution analyses, summary of requirements to meet existing and future needs, and standards for future facilities;*
- *Advisory Committee Meeting #4: Draft Plan Review (if required); and*
- *Staff progress meetings.*

Task 4 Deliverables

- *Draft Final City of Farmington Parks, Recreation, Arts and Trails Master Plan in PDF format.*

The plan will include an Action/Implementation Plan to assist with prioritizing the allocation of funds to help ensure equity in the delivery of services. The Action/Implementation Plan will summarize key projects and actions, development review processes and procedures, and timing of key implementation programs identified in the Plan.

Task 4: Draft Final Parks, Recreation, Arts & Trails Master Plan

Once the Draft Plan Open House meeting has been held and adequate time provided to receive additional online comments, the input will be summarized and submitted to City staff and members of the Advisory Committee. Final comments will then be incorporated into the final plan, and an Executive Summary prepared and incorporated. The Draft Plan will be revised accordingly and resubmitted as the *Draft Final City of Farmington Parks, Recreation and Trails Master Plan*.

Task 5: Approval Process and Final Parks, Recreation, Arts & Trails Master Plan

The Draft Final *City of Farmington Parks, Recreation and Trails Master Plan* will be presented to the Planning Commission and City Council as part of the approval process. A senior member of Landmark Design will make a single presentation to each group as part of the adoption process. Once approved, modifications will be made and the final deliverables provided.

Additional Benefit

The Landmark Design team will coordinate efforts to ensure the analysis and subsequent deliverables will dovetail seamlessly with future impact fee facilities planning and impact fee updates. The master plan will serve as the groundwork for the impact fee process. LYRB's unmatched experience with impact fees and the Impact Fee Act will help guide this process to ensure future studies are defensible and efficient.

Task 5 Deliverables

- Attend one (1) Planning Commission and one (1) City Council meeting to make presentations and facilitate the plan adoption process;
- One (1) jump drive containing the Adopted City of Farmington Parks, Recreation, Arts and Trails Master Plan in PDF and InDesign formats;
- Five (5) hard copies of the Adopted City of Farmington Parks, Recreation, Arts and Trails Master Plan, including appendices;
- The originals of all text, tables, charts, maps, and other graphics (in their native format) included in the adopted plan;
- All geographic and mapping data in a digital format compatible and coordinated with the City's Geographic Information System (GIS); and
- PowerPoint slide presentation for presenting at Planning Commission and City Council approval meetings.

3

Project Team

“

Landmark Design has done several plans for Herriman City over the last 10 years, and they continue to impress us with their work. They completed an update to our General Plan in 2013, and recently completed our Parks, Recreation, Trails and Open Space Master Plan. They are always professional and very organized. They are able to work with tight deadlines, and they always deliver. I have watched them in numerous public meetings over the years and they are excellent at dealing with residents, Commissions, and Councils. We are a community dealing with rapid growth and all of the issues that come with that. I have total confidence that Landmark will write the most amazing plans, and keep the best interests of the community at heart. I would highly recommend them to anyone and will continue to use them on projects in the future.

”

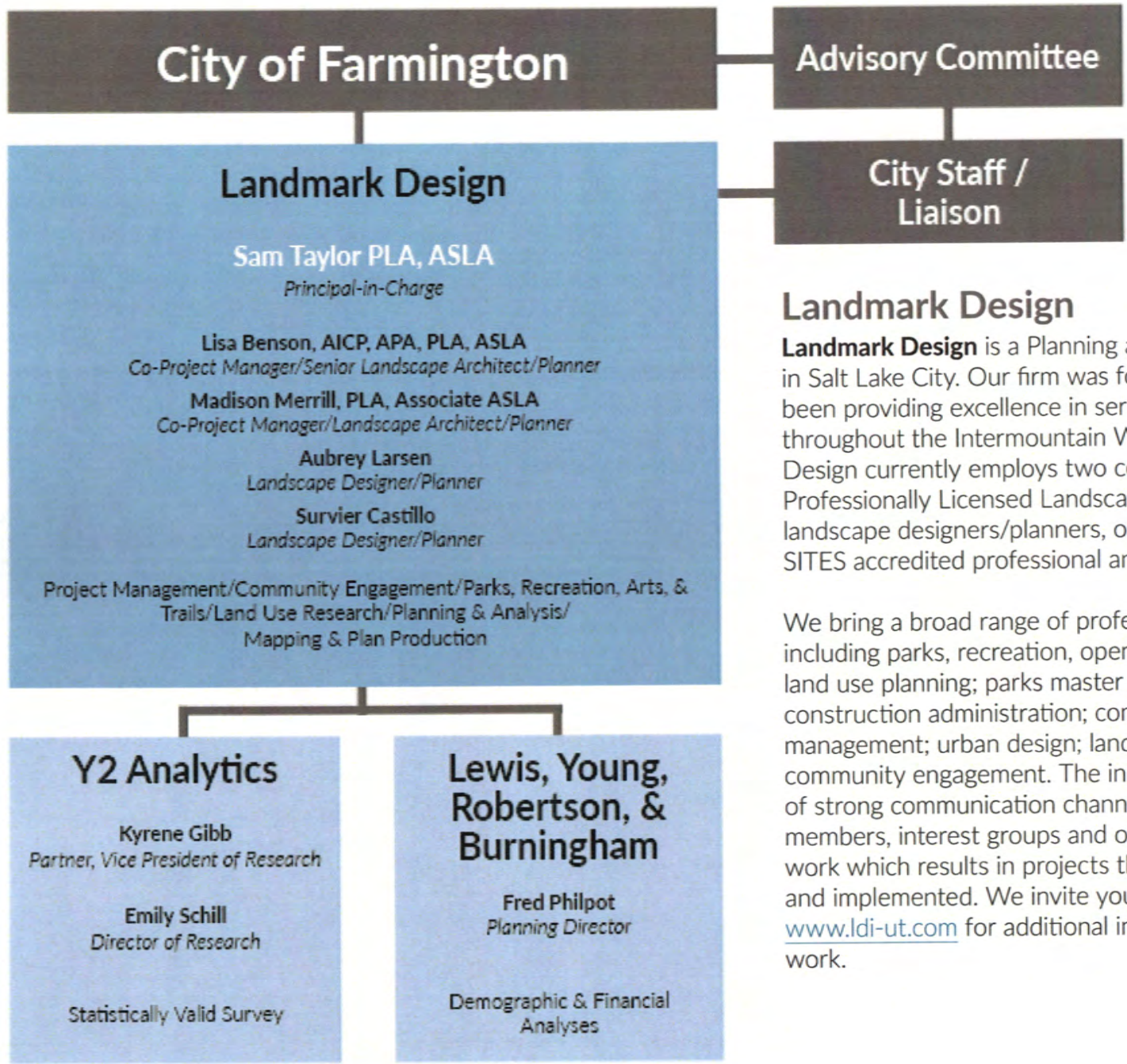
Bryn MacDonald, AICP,
West Point Community Development Director,
Former Herriman City Planner

The Landmark Design Team merges the services of **Landmark Design** (parks, recreation, arts and trails planning, department analysis, community engagement, policy planning, project management and plan production) with the services of **Y2 Analytics** (statistically valid survey) and **Lewis Young Robertson and Burningham (LYRB)** (demographic and financial analyses).

The Organizational Chart on the following page illustrates how our team will work together, and how we envision working with Farmington. Descriptions of each firm and key personnel follow.

All key personnel are available to complete the *City of Farmington Parks, Recreation, Arts and Trails Master Plan* according to the Proposed Schedule in Section 6.

Organizational Chart



Landmark Design

Landmark Design is a Planning and Design firm located in Salt Lake City. Our firm was founded in 1987 and has been providing excellence in service to communities throughout the Intermountain West ever since. Landmark Design currently employs two certified planners (AICP), five Professionally Licensed Landscape Architects (PLA), two landscape designers/planners, one LEED Green Associate, a SITES accredited professional and support personnel.

We bring a broad range of professional skills to the project, including parks, recreation, open space and trails planning; land use planning; parks master planning; design and construction administration; community planning; project management; urban design; landscape architecture and community engagement. The initiation and maintenance of strong communication channels with our clients, team members, interest groups and others is a cornerstone of our work which results in projects that are supported, accepted and implemented. We invite you to visit our website at www.ldi-ut.com for additional information and samples of our work.



Sam Taylor

Principal-in-Charge, Principal Planner and Landscape Architect

Education

Bachelor of Landscape Architecture and Environmental Planning, Utah State University

Memberships/Affiliations

Professionally Licensed Landscape Architect, Utah and Idaho

Member, Utah Chapter of the American Society of Landscape Architects

Sam brings more than eight years of valuable experience in planning and design. Since joining Landmark Design in 2018, he has provided leadership and a diverse technical skillset to the firm's work in an approach that has proven to be innovative, thoughtful, and down to earth. Recently, he completed planning work on the Springville Parks, Trails and Recreation Master Plan, Heber Parks and Recreation Master Plan and the 600/700 North Corridor Study. He managed design efforts for Burch Creek and Club Heights Parks in South Ogden, the, Spike 150 Legacy Plazas in Brigham City, and streetscape designs for Orem Center Street and Eagle Mountain Boulevard. Sam is currently leading projects for the Washington Terrace City-Wide Parks Master Plan, the Pleasant Grove General Plan and the Fruit Heights General Plan.

Sam is inspired by public work and ecologically sensitive design. He takes satisfaction in the public outreach process and making sure that everyone's voice is heard in developing solutions. Prior to joining the Landmark Design team, Sam worked in Seattle for several years on urban streetscape and green stormwater infrastructure projects, developing a skillset which he now enjoys adapting to the Intermountain West. His design work on multiple public parks and schools in both regions has involved a commitment to public process and meeting the needs of various user groups. He loves working on projects that benefit both people and place.

Sam will serve as Principal-in-Charge and will work closely with our other staff to ensure that the *City of Farmington Parks, Recreation, Arts and Trails Master Plan* meets your needs and expectations.

Lisa Benson, AICP, PLA, ASLA
SITES AP, LEED Green Associate

Co-Project Manager, Senior Planner and Landscape Architect

Lisa has been with Landmark Design for over twenty years, during which time she has provided valuable leadership, support and technical assistance on many community planning, urban design, land use, transportation and landscape architecture projects. Lisa recently wrapped up planning efforts on several Parks, Recreation, and Trails Master Plans, including those for West Jordan, Saratoga Springs, West Bountiful, Herriman, Spanish Fork and Orem (2016 and 2022 update). Other relevant projects she has completed include the Oquirrh Recreation and Parks District Master Plan, Snyderville Basin Special Recreation District Strategic Action Plan, Mountain Recreation Facilities Master Plan, Mountain Recreation Strategic Action Plan, Salt Lake County Jordan River Parkway Master Plan; and many others.

Lisa completed two Sustainable Sites Initiative™ (SITES™) certified projects as part of their Pilot Program – Mesa Verde National Park Visitor and Curatorial Facility and Carlsbad Caverns Bat Cave Draw. SITES is a program which has created voluntary national guidelines and performance benchmarks for sustainable land design, construction and maintenance practices, similar to LEED (which primarily addresses buildings). Both projects received Bronze-Level SITES™ certification.

Lisa is currently leading recreation and open space planning and design efforts for the Wildflower community, a new residential community in the City of Saratoga Springs. She is also serving as project manager for the Parks, Recreation, and Trails Master Plans for Draper City and West Point City, and the General Plan updates for Morgan City and Morgan County.

Lisa will serve as Co-Project Manager with Madison Merrill, and will lead the Parks and Recreation Department Analysis.



Education

Bachelor of Landscape Architecture and Environmental Planning, Utah State University

Memberships/Affiliations

Professionally Licensed Landscape Architect, Utah and Colorado

Certified Planner, American Institute of Certified Planners

Member, Utah Chapter of the American Society of Landscape Architects

Member, Utah Chapter of the American Planning Association



Madison Merrill, PLA, ASLA, AICP Candidate

Co-Project Manager, Project Planner and Landscape Architect

Madison joined Landmark Design in September of 2018 after she graduated with her bachelor's degree in Landscape Architecture and Environmental Planning from Utah State University. Since, she has played an integral role in a variety of landscape architecture and planning projects including over six parks, recreation, and trails master plans; two general plan updates; two streetscape design projects; and several small-scale landscape design projects.

Madison has wanted to be a planner and designer since she was a child and is acutely aware of how the built environment affects people's quality of life. During her first years working at Landmark, Madison's love for planning and design was reaffirmed, driving her to return to school to earn her master's degree in City & Metropolitan Planning. Over the past two years, Madison has worked part-time with Landmark and part-time as an undergraduate instructor, teaching students how to use design software.

Now graduated, Madison has returned to Landmark full-time where she is now the project manager for the South Ogden General Plan Update and the San Juan County Wayfinding Master Plan. Madison is also currently working on two water-conserving landscape design projects in Salt Lake City and a community master plan in Spanish Valley that focuses on context-sensitive design, low-impact development, and water conservation practices. Madison is proficient in AutoCAD, LandF/X, Sketchup, ArcGIS, and the Adobe Creative Suite.

Madison will serve as Co-Project Manager with Lisa Benson and will lead the community engagement efforts and the parks, recreation, arts and trails planning portion of the project.

Education

Master of Metropolitan and City Planning, University of Utah

Bachelor of Landscape Architecture and Environmental Planning, Utah State University

Memberships/Affiliations

Professionally Licensed Landscape Architect, Utah

Member, Utah Chapter of the American Society of Landscape Architects

Member, Utah Chapter of the American Planning Association

Aubrey Larsen

Project Planner and Landscape Architect

Prior to joining Landmark Design in 2022, Aubrey spent nearly seven years with the State of Utah's Community Development Office where she developed award-winning tools, guides, resources, and programs in support of local planning. Aubrey's work at the State also included high-level support for the Regional Planning Program, topic-driven research on relevant planning challenges and opportunities facing Utah's communities, review of Small Planning Grant applications, digital and print design work, and providing basic mapping assistance to municipalities with limited capacity.

While at the State, Aubrey was well known for her role as Coordinator of the Colorado Plateau Dark Sky Cooperative. For four years she worked to build knowledge and capacity of Cooperative partners and stakeholders, increase the public's understanding of the benefits and implications of dark-sky conservation, and establish a collaborative advocate's network.

Today at Landmark Design, Aubrey is using her cartography and design skills to development ten bi-lingual orientation maps for a Salt Lake City Parks Project. She is also supporting the South Ogden General Plan Update in addition to being mentored in assuming day-to-day planning efforts with the city.

Aubrey will assist with planning, mapping, and community engagement efforts as needed.



Education

Master of Bioregional Planning, Utah State University

Bachelor of Landscape Architecture and Environmental Planning, Utah State University

Memberships/Affiliations

Member, Environmental Dispute Resolution Program Collaborative Leadership Network



Survier Castillo

Project Planner and Landscape Architect

Survier joined Landmark Design over a year ago. He is passionate about ensuring representation for all users and community members and has experience working with residents and city leadership as part of creating inclusive designs.

Survier was the project manager for the Department of Landscape Architecture and Environmental Planning's Senior Capstone 2020 project. He also won third place in the Utah Real Estate Challenge in 2019, where he and the other team members were tasked with re-imagining the heart of downtown Logan, Utah.

Survier has assisted with a variety of projects since joining Landmark Design, including the Washington Terrace City-Wide Parks Master Plan; Cottonwood Heights General Plan; Fruits Heights General Plan; the Western Weber County General Plan update; and the design for a military memorial in Boise City.

Survier will assist with planning, mapping, and community engagement efforts as needed.

Education

*Bachelor of Landscape Architecture
and Environmental Planning, Utah
State University*

Memberships/Affiliations

*Membership Committee Volunteer,
Utah Chapter of the American
Society of Landscape Architects*

Y2 Analytics

Y2 Analytics is a Utah-based market research and data analysis group with extensive experience measuring and analyzing public opinion in Utah and across the country. The firm includes seasoned researchers, capable analysts, veteran consultants, and database specialists who have been designing and executing public opinion research in Utah for over 30 years. Since incorporating in Utah in 2013, the firm has had the privilege of working on nearly every major public policy initiative in the state and with a majority of the largest municipalities. The staff of Y2 Analytics is passionate about rigorous quality and advanced statistical analysis, taking pride in translating often overwhelming amounts of data into clear, actionable information. Their intent is to offer clients statistically valid public opinion information when they need it, how they need it and at a price that lets them get it regularly. Y2 Analytics prides themselves on their commitment to proper statistical techniques while pioneering new approaches to keep electoral survey research both accurate and cost efficient.

Kyrene Gibb

Partner, Vice President of Research

As Vice President of Research at Y2, Kyrene is enthusiastic about asking the right questions, of the right audiences, in the right ways. Kyrene works directly with her clients to develop and refine their research objectives and then design a holistic approach to data collection and analysis that gets them the answers they need. She is passionate about methodology and has a wealth of experience leading qualitative, quantitative, and mixed method projects from start to finish. Kyrene specializes in questionnaire design, survey management, data analysis, and focus group administration for various clients in diverse arenas. She has delivered insights to inform corporate brand strategy, municipal policy, and campaign messaging for ballot-bound issues and candidates.



Education

*Bachelor of Political Science,
Brigham Young University*

Lewis, Young, Robertson & Burningham (LYRB)

Lewis Young Robertson & Burningham (LYRB) was founded in 1995 and includes the four most experienced individual municipal financial advisors in the State. Their familiarity with local issues, economic trends and in-depth experience position them to provide critical information that will help the Landmark Design Team and City of Farmington make sound policy decisions. The professionals at LYRB have represented public clients for more than three decades, establishing them as a leading consulting and financial advisory firm.

In addition to the financial advisory experience, the firm specializes in economic development work including creation of project area plans and budgets, economic strategic plans and economic financing plans as well as other services such as the development of impact fee studies, business license fee studies, utility rate studies and comprehensive financial plans. LYRB's staff have performed over 250 fee studies; developed capital facility plans for schools, recreation and public safety providers and conducted feasibility studies for both small and large-scale development of all types.



Fred Philpot

Vice President

Education

Bachelor of Science in Political Science, Utah State University

Master of Public Administration, Brigham Young University

Fred Philpot joined Lewis Young Robertson & Burningham, Inc in 2006. He serves as the Production Team Manager for LYRB and has served as project lead for numerous projects regarding user rates, impact fee analysis, feasibility studies, redevelopment and blight studies and comprehensive financial planning. His project expertise also includes detailed land use analysis, demographic projections, retail sales analysis and sales gap modeling, market conditions analysis, GIS mapping and level of service analysis.

Fred will lead all impact fee analysis and model development. He will attend all related meetings and present findings. In addition, he will facilitate the drafting of the Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA).



Qualifications, Comparable Experience & References

4

Landmark Design has assembled a highly-qualified and experienced team of experts to complete the project. Landmark Design, Y2 Analytics, and LYRB have worked together on multiple comparable projects, and will bring their knowledge and professionalism to the benefit of the project. As Principal-in-Charge, Sam Taylor will ensure that communication between the planning team, Farmington and the public is seamlessly coordinated and managed, and that tasks are delivered on-schedule and according to your expectations.

The following list highlights recent comparable projects completed by Landmark Design in recent years. We also include four recent projects, several of which included collaboration with Y2 Analytics and LYRB to provide services similar to those required for this project.

“

Park City Recreation has worked recently with Landmark Design on two recreation planning projects. The first was our Mountain Recreation Strategic Action Plan and the second was the Mountain Recreation Facilities Master Plan. These were both multi-jurisdictional projects. Landmark Design was able to effectively manage several public input sessions, analyze the data and find consensus with the various stakeholders. The result of their work is that Park City now has a better understanding of where recreation facilities could be developed & what they will cost to build, own & operate.

”

Ken Fisher, CPRP,
Park City Municipal
Recreation Services Manager



Four of our key projects (indicated in **yellow** below) are highlighted in the in the following pages. Projects noted with * included a partnership with Y2 Analytics, while projects noted with ** included LYRB as part of our project team.

Parks, Recreation, Trails and Open Space Master Plans

- Draper Parks, Recreation, and Trails Master Plan (on-going)*
- West Point City Parks, Recreation and Trails Master Plan (on-going)
- Washington Terrace City-Wide Parks Master Plan (on-going)
- **Spanish Fork Parks, Recreation, Trails and Open Space Master Plan***
- **Orem Parks, Recreation, Open Space and Trails Master Plan***
- **Springville Parks, Recreation, Arts and Trails Master Plan*, ****
- Herriman Parks, Recreation, Open Space and Trails Master Plan*
- Mapleton Parks, Recreation, Trails and Open Space Master Plan*
- **Oquirrh Recreation and Parks District Master Plan, Kearns, Utah*, ****
- Salem General Plan Update and Parks, Recreation, and Trails Master Plan
- Saratoga Springs Parks, Recreation, Trails and Open Space Master Plan
- Herriman City Parks, Recreation, Trails and Open Space Master Plan
- West Jordan Parks, Recreation, Trails and Open Space Master Plan
- Salt Lake City Parks and Public Land Needs Analysis*
- Snyderville Basin Special Recreation District Strategic Action Plan Update*
- West Bountiful Recreation, Arts and Parks Master Plan
- Ogden Parks, Recreation, Trails and Open Space Master Plan
- South Jordan Parks, Recreation, Trails, Cultural and Open Space Master Plan*
- Mountain Recreation Facilities Master Plan - Park City, Snyderville Basin Recreation District and the Park City School District
- Layton City Parks, Recreation, Trails, Open Space and Cultural Facilities Master Plan
- Salt Lake County Parks Master Plan - Writing and Plan Finalization
- Holladay Parks, Recreation, and Trails Element of the General Plan
- Salt Lake County East/West Recreational Trail Corridor Master Plan
- Lehi City Parks, Recreation and Trails Master Plan
- Mountain Recreation Strategic Action Plan - Park City, Snyderville Basin Recreation District and the Park City School District
- Rawlins Wyoming Parks, Recreation and Trails Element of the Comprehensive Master Plan

Spanish Fork Parks, Recreation, Trails, and Open Space Master Plan

Landmark Design recently completed the update of the *Parks, Recreation, Trails and Open Space Master Plan* for the Spanish Fork City. In the twelve years that transpired since the first master plan, the City had grown by nearly 15,000 residents. During that time, the city had continued to develop new parks, such as the recently completed Adventure Heights All Abilities Park. The city had also made upgrades and additions to existing parks, such as the addition of 16 pickleball courts to the Sports Park. The purpose of the new master plan is to update the comprehensive vision of the city’s parks, recreation and trails system and provide staff and community leaders with guidance for making informed decisions as the City continues to grow and develop.

The plan recommendations are based on numerous analyses of existing conditions and projected growth and are grounded in a public engagement process that included elements such as a statistically valid survey, conducted by **Y2 Analytics**, and guidance from an Advisory Committee and City staff, among others. Community engagement efforts were adjusted as-needed to accommodate the constantly-changing circumstances around the pandemic, which began following project kick-off. A project web page was essential for maintaining project communication, which included access to the Social Pinpoint online engagement tool and an online visual preference survey. Focus group meetings and the public scoping meeting were held online due to restrictions on in-person gatherings and to keep participants safe.

Activity #1: Online Mapping

The interactive Social Pinpoint map received 222 comments, with many more visitors providing "up votes" or "down votes" to comments made by others. The map below shows the geographic locations that received mentions. The numbers on the map represent multiple comments within a given area. The feedback was sorted into common topics and then tabulated to identify common issues that received the most attention. Chapters 3 through 5 include a summary of the Social Pinpoint Online Mapping results relating to parks, recreation and trails. Detailed responses are available in the Appendix.

766
Total Visits

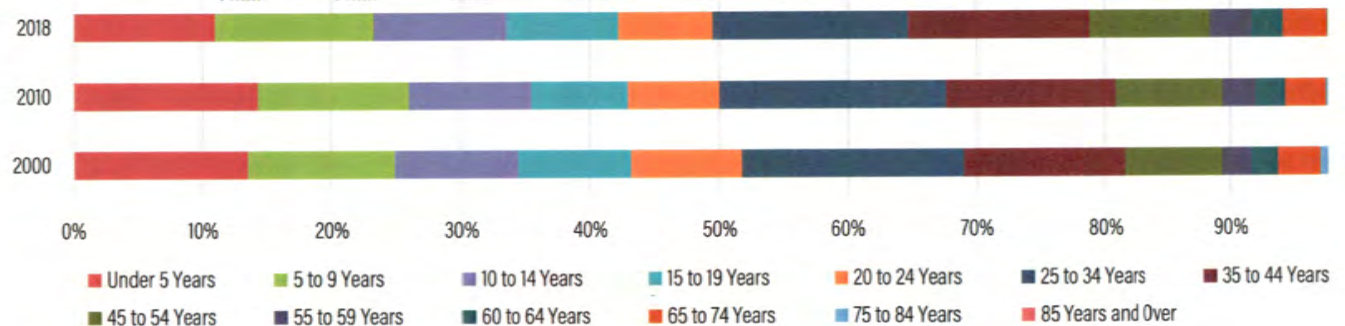
266
Unique Users

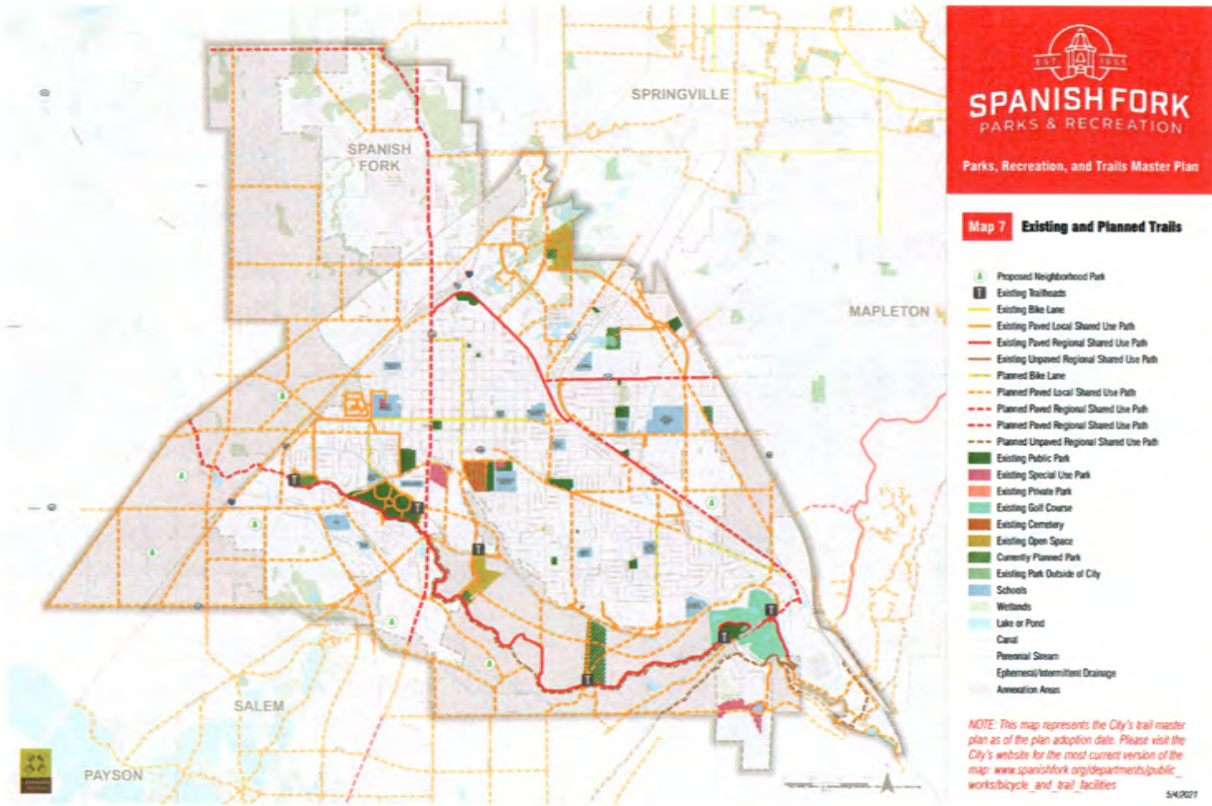
4:10
Average Time (minutes)

42
Users Commented

222
Comments

Figure 4: Spanish Fork Age Groups





Existing and future needs are assessed through extensive documentation and analysis for parks. The plan also addresses open space, recreation, arts and community events, and trails. The plan includes a summary of priorities and probable costs totaling more than \$90 million by build-out to implement the parks and trails vision and recommendations for feasibility studies for a potential recreation center/senior center and an arts/flexible use community facility. An action plan provides specific measures to be taken over time, from immediate implementation to a long-term implementation at build-out that build upon the goals, policies and implementation measures of each chapter. The plan concludes with funding sources to help realize the vision.

The plan was adopted by the Spanish Fork City Council in May 2021.

Table 5: Existing Park Amenity Level-of-Service Analysis

Amenity	Quantity of Existing Amenities	Existing Amenity Level of Service (pop. per amenity)	Suggested Level of Service (LOS)	Total Quantity Required to Meet Suggested LOS for 2020 Population	2020 Surplus or Deficit of Amenity	Quantity Required to Meet Immediate Needs
Baseball/Softball Fields	17	2,483	3,000	14.1	2.9	0
Soccer/Multipurpose Fields	16	2,638	3,000	14.1	1.9	0
Pavilions	20	2,111	2,400	17.6	2.4	0
Pickleball Courts	16	2,638	2,600	16.2	-0.2	0
Playgrounds	15	2,814	2,800	15.1	-0.1	0
Restrooms	15	2,814	2,800	15.1	-0.1	0
Skate/Bike Parks	1	42,215	21,100	2.0	-1.0	1
Splash Pads/Water Features	5	8,443	10,500	4.0	1.0	0
Tennis Courts	6	7,036	7,000	6.0	0.0	0



Reference: Dale Robinson
 Parks and Recreation Director
 801.804.4610
daler@spanishfork.org

Orem Parks, Recreation, Trails and Open Space Master Plan

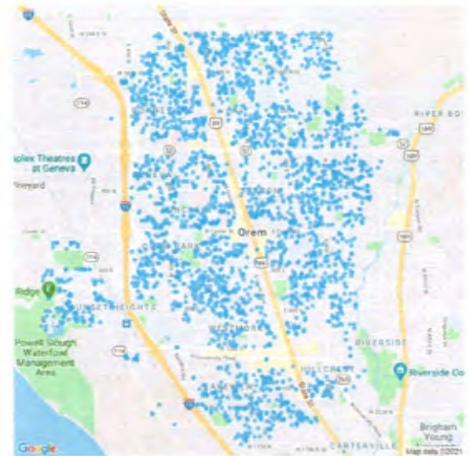
Landmark Design was hired by Orem City in 2021 to complete an interim update of the *Orem Parks, Recreation, Trails and Open Space Master Plan (2016- 2026)*, which was also completed by Landmark Design, following major land acquisitions, facility improvements, and new revenue sources. The *Orem Parks, Recreation, Trails and Open Space Master Plan 2021* was created to ensure that the City keeps pace with demand for parks, recreation, trail and open space facilities in a comprehensive and equitable manner. The plan captures the vision and needs of the existing community while providing policy guidance for allocating resources during the ten-year planning period and beyond.

The updated plan built upon the robust public involvement process of the 2016, which included scoping meetings, stakeholder interviews, community workshops, a project website and social media outreach, and a statistically valid survey that was conducted by **Y2 Analytics**. An updated community survey was developed by Y2 Analytics that included similar questions from the 2016 survey, revised for recent City progress in accomplishing 2016 plan goals, and focused on sussing out new community priorities and concerns.

The plan is organized into six chapters, beginning with a narrative that identifies the purpose of the plan and provides background and context. Other chapters focus specifically on parks, recreation facilities and programs, arts and trails. The plan includes exhaustive documentation of existing conditions and the identification of existing and projected needs based on determination of existing and desired demographics, growth projections and Level of Service (LOS) and spatial distribution where appropriate.

SAMPLE GEOGRAPHIC DISTRIBUTION

Using address information from our sample, we were able to map a rough geographic distribution of our respondents' location. While our sample composition is not entirely representative on all factors, our sample does represent a wide geographic subset of the Orem metropolitan area.



From our original sample of 11,537, **2,697** opened our invitation email to the survey. Of those, **2,548** responded that they lived in Orem and went on to complete or partially complete the survey.

Mapping their responses shows that our sample is geographically representative of the entire Orem area.

TOTAL FUNDING ALLOCATION

Residents' preferences are to upgrade walking and bike trails in addition to funding existing parks and playgrounds. Athletic fields for games and practice are the least-supported amenities.

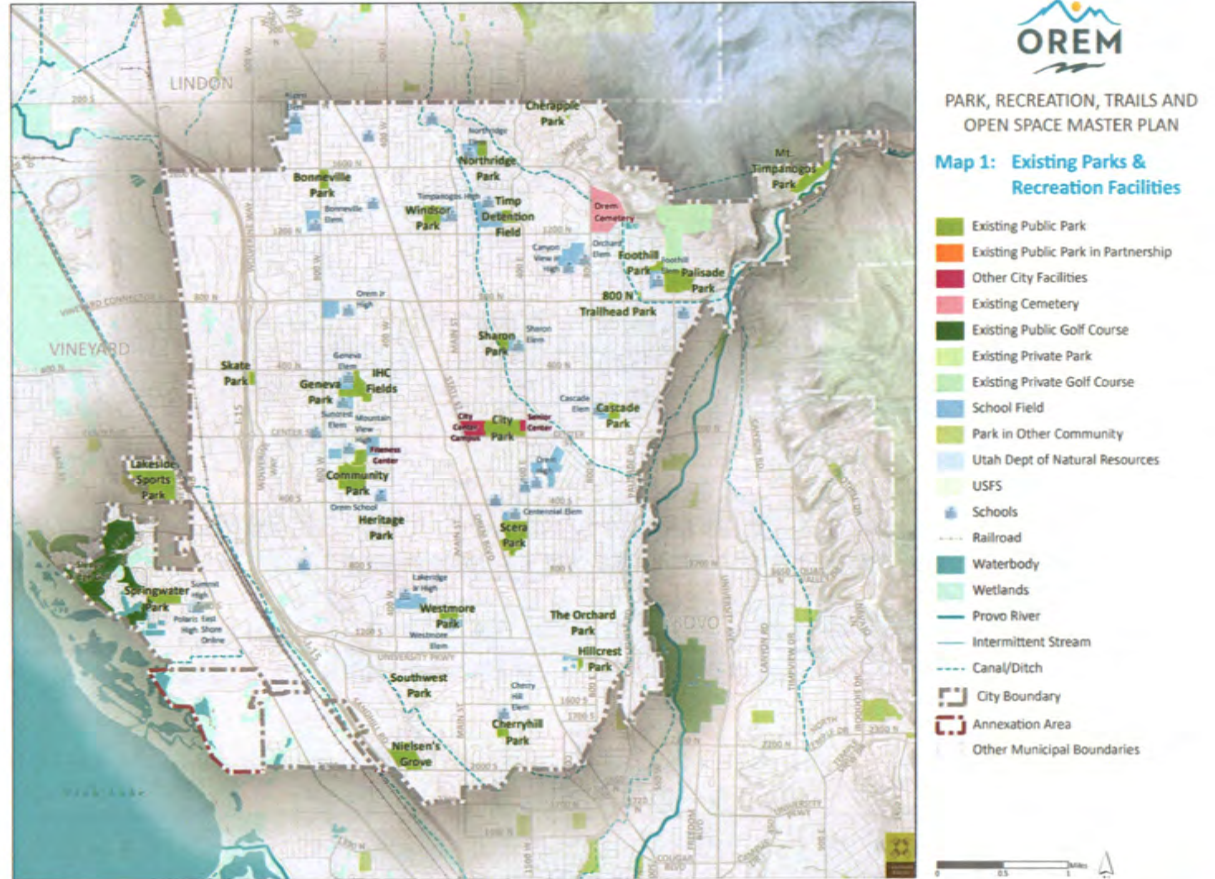


The Plan concludes with updated acquisition, development and upgrading cost estimates and an Action Plan that establishes priorities and direction for future parks, recreation facilities, trails and open space. The planning team worked closely with a group of key staff members throughout the update process. The 2016 planning effort was also guided by input from a plan Advisory Committee.

The updated master plan was adopted by the Orem City Council in 2021.



Reference: Brenn Bybee
 Assistant City Manager
 801.229.7036
bbybee@orem.org



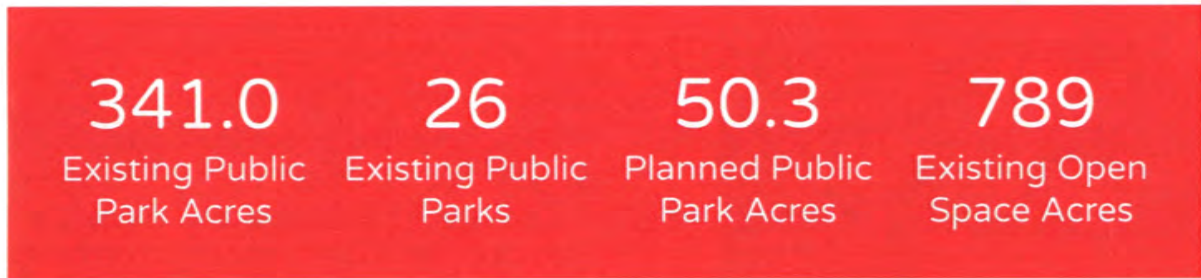
Park Name	Total Acreage	Playgrounds	Large Pavilion	Medium and Small Pavilion	Restrooms	Open Lawn Areas (unprogrammed)	Sand Volleyball Courts	Pickleball Courts	Tennis Courts	Futsal Courts	Basketball Courts	Baseball/Softball Fields	Multipurpose Fields (programmed)	Pool or Interactive Water Feature	Pond or Water Feature	Trails/Pathways (miles)	Picnic Tables	Benches	Drinking Fountains	BBQ Grills	Maintenance Building/Office	Scorekeepers Booth/Concessions	General Park Lighting	Notes
Regional Parks																								
City Park	23.4	1	1	1	2	1	0	0	0	0	0	6	0	0	0	1.3	38	5	3	7	4	4	Y	Stage, arboretum w/ tree labels, ball fields are lighted, City Hall and Senior Center share same block
Community Park	37.9	1	3	0	2	1	0	0	9	0	0	5	1	2	0	1.2	36	11	1	12	4	1	Y	6.5 acres are owned by ASD (including 4 scorekeepers, 8 awnings & 1 drinking fountain which are maintained by the City); tennis courts & 2 small fields are lighted. Includes the Orem Family Fitness Center.
Lakeside Sports Park	55.7	1	1	7	1	1	0	0	0	0	0	5	8	0	0	1.8	29	6	2	5	2	6	Y	Ball fields are lighted, 1.3 additional acres planned. 10 acres are owned by Vineyard (including 2 pavilions, 1 grill and 2 picnic tables which are maintained by the City)
Mt. Timpanogos Park	15.5	0	2	6	3	1	0	0	0	0	0	0	0	0	1	1.3	47	21	5	8	1	0	Y	Hosting center (receptions/events), 4.2-acre bike park, 1.0 acre dog park, City pumps sewage out weekly or as needed, adjacent to Provo River

Springville City Parks, Recreation, Trails and Open Space Master Plan and Impact Fee Facilities Plan/Impact Fee Analysis (IFFP/IFA)

Landmark Design, along with team firms Y2 Analytics and Lewis, Young, Robertson, and Burningham (LYRB) recently completed an up-to-date and comprehensive Parks, Recreation, Trails and Open Space Master Plan and IFFP/IFA for Springville City, widely known as “Art City”. The plans will help ensure the acquisition, development and maintenance of facilities and programs in Springville keeps pace with demands and needs of this rapidly growing community.

PICKLEBALL IS THE MOST RECOMMENDED NEW ACTIVITY
 The most frequently recommended new sport for recreation program service. Most following the survey, pickleball ranked in line with other terms in the survey when respondents indicated that they would like to see the City offer pickleball courts.

Q Are there any other sports or recreation programs you would like to see offered in the community that are not currently available?



Existing Level of Service



Park Acres Needed to Meet Resident Needs

Park Acres to be Developed for LOS & Distribution: 2021-2030



Park Acres to be Developed: 2030-Buildout



Future Level of Service



Top Recommendations

- Maintain Park LOS and fill distribution gaps
- Upgrade existing parks and build new parks according to park standards as appropriate
- Acquire open space, prioritizing land that mitigates natural hazards or preserves natural drainages, wildlife corridors, key agricultural lands or other valuable community resources

The project involved a broad community outreach and engagement process, including public scoping meetings, project website with an online community input platform called EngagementHQ, focus group interviews, and a statistically valid survey that was conducted by Y2 Analytics.

The Plan begins with a background of current and projected demographics, an encapsulation of the extensive public input and a summary of existing related planning documents and their relationship to this planning process. Extensive documentation and analyses of parks, including Level-of-Service (LOS) and spatial distribution/service areas are paired with an examination of the city's open space and trails systems. The plan also looks at recreation, community arts and events, and concludes with priorities and costs, goals and policies, and an action plan that places plan recommendations on an implementation time-line.

LYRB completed the IFFP/IFA for the city, ensuring that new development pays it fair share of costs to provide parks and trails in the city on par with the city's current level of investment.

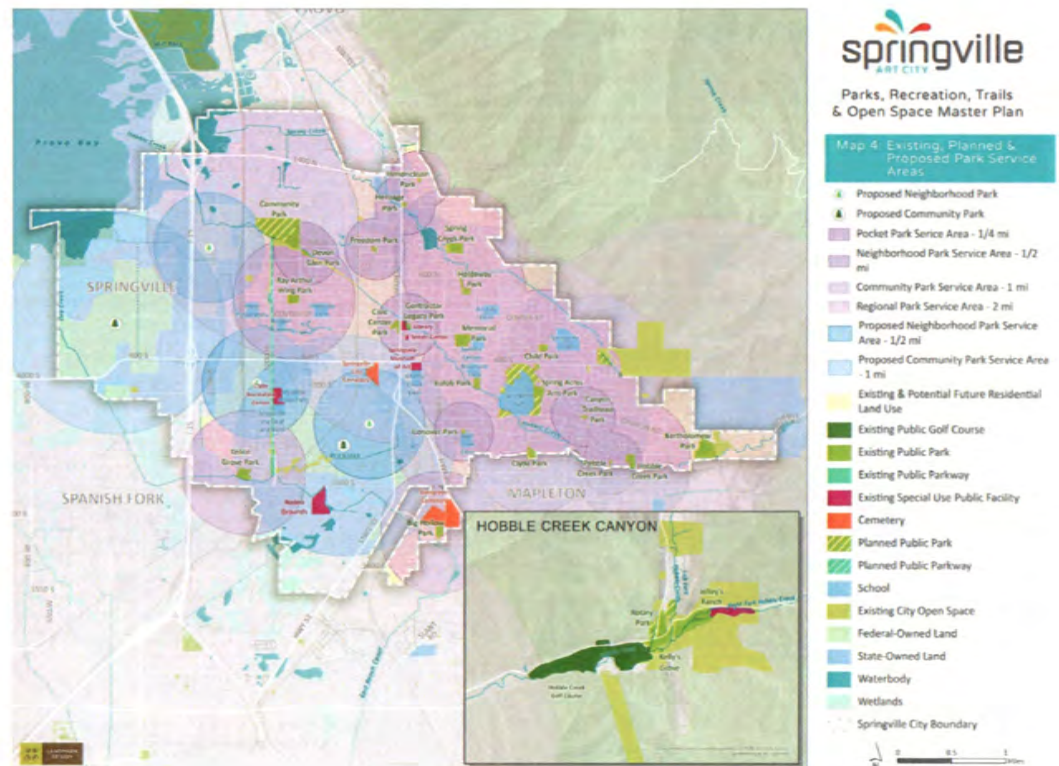
The master plan and IFFP/IFA were adopted in the spring of 2022.



Reference: Stacey Child
 Recreation Director
 801.489.2734
 schild@springville.org

PLANNING PROCESS & PUBLIC INVOLVEMENT

A broad community engagement and outreach process was used to reach out to residents.

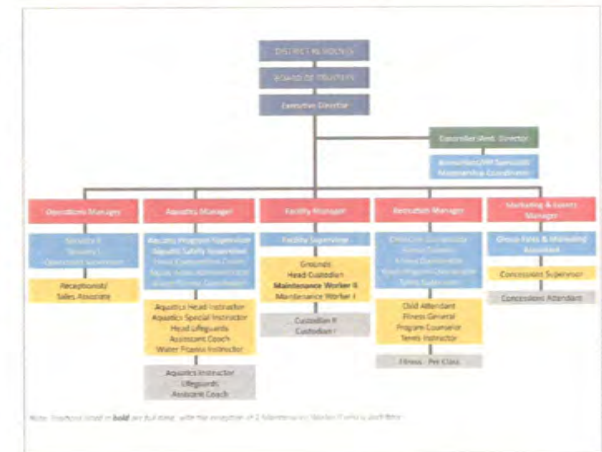
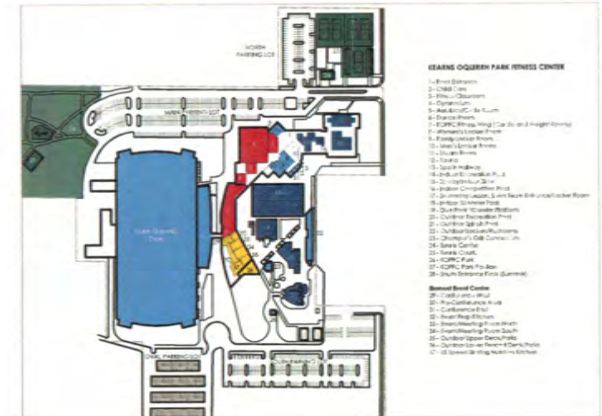
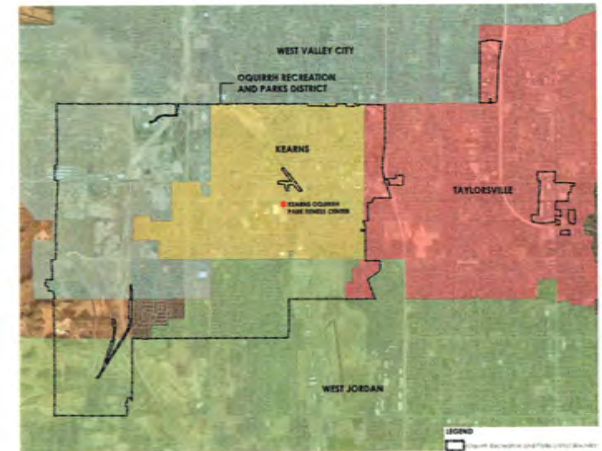


Oquirrh Recreation & Parks District Master Plan

Landmark Design led a multi-disciplinary team including **LYRB** and **Y2 Analytics**, architects and economic planners in the development of a Master Plan for Oquirrh Recreation and Parks District, a special taxation district providing recreational services for more than 15,000 households in the communities of Kearns, Taylorsville, West Jordan and West Valley. The District operates the Kearns Oquirrh Park Fitness Center which includes indoor and outdoor swimming pools, a gymnasium, tennis and pickleball courts, a cardio and weight center, fitness rooms, daycare, 8-acre park and other associated amenities. It also hosts numerous local, state and national events, tournaments and meets and recently added the new Element Event Center, new cardio and weight center and a new outdoor pool concession building.

The last comprehensive master plan was completed more than twenty years ago, and the District also faced a recent bond failure intended to replace aging facilities. The District serves one of the most culturally diverse areas in the state of Utah with some of the lowest overall median household incomes along the Wasatch Front. These considerations must be balanced with financial accessibility with long-term financial sustainability. As part of the Plan, Landmark Design conducted a comparison study surveying five other major recreation districts in the state as part of this planning process provided benchmarking for population, density, staffing, finances, programs, facilities and facility membership.

Oquirrh Recreation hired the Landmark Design Team to develop a comprehensive vision for the District moving forward. The Plan examines the facilities, programs, events and financial sustainability of the organization and provides strategies for both short and long-term planning horizons. The Plan includes analyses of organizational structure and staffing, organizational transparency, staff training, safety and security, operations and maintenance, goals and policies, and community values and desires. Detailed concepts were developed for the two most-pressing facility replacement/reconstruction needs - the Comp Pool, which was built in the 1960's, and the locker rooms, which have been failing physically and functionally.

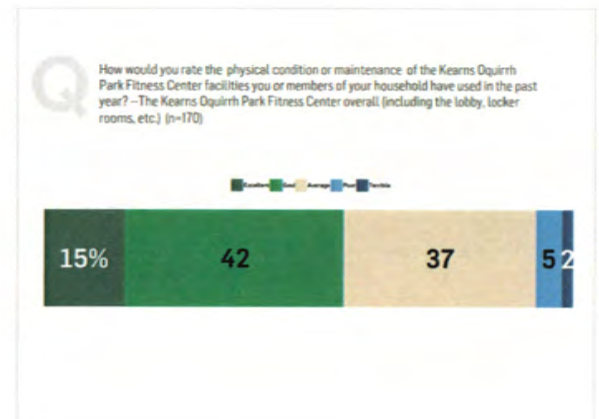
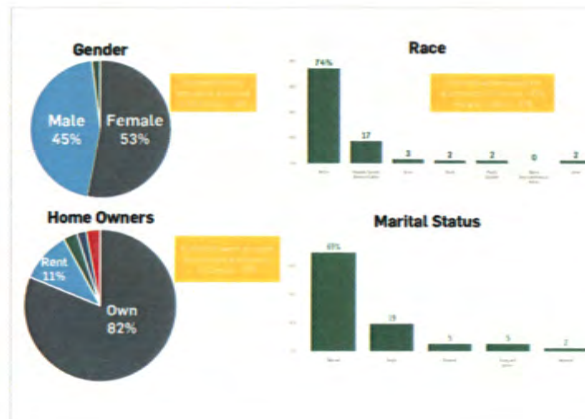
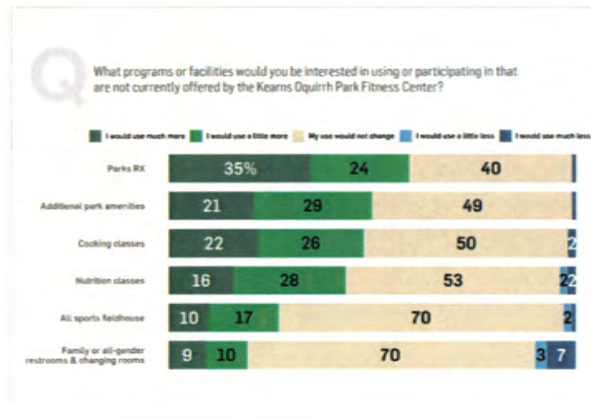
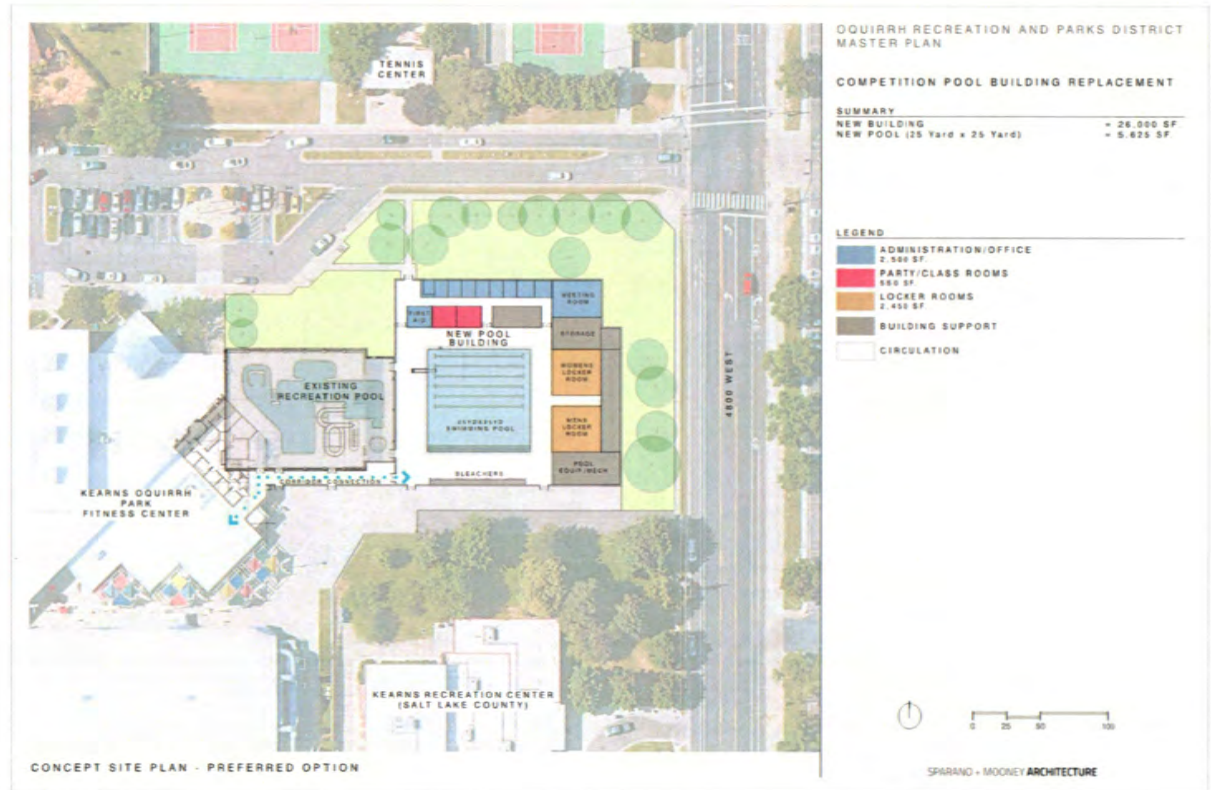


LYRB completed a detailed financial sustainability analysis looked at historic and projected revenues and expenses and explored multiple funding scenarios for the future.

Y2 Analytics conducted a statistically-valid survey to gather the input of residents, ensuring that feedback was representative of the needs and concerns of the District as a whole. The scientific survey was followed with an open-access survey that was publicly available for anyone to participate in, asking the same questions as the scientific survey. The plan was completed in spring of 2020.



Reference: Patti Hansen
Executive Director
801.545.4114
phansen@kopfc.com



Quality Assurance/Quality Control

5

Internal Quality and Cost Control Procedures

Landmark Design is experienced with projects that are strictly scheduled and budgeted. We have many public and private sector clients with limited resources, which we take very seriously. We are proud to say that we have never been the cause of a project delay or an overage in budget. This is a testament to our process and close monitoring of project schedules and construction budgets throughout all phases.

For most projects we utilize an **Internal QA/QC Review Process** that includes formal schedule and budget review from early planning stages to the conclusion. We apply this process to the full spectrum of projects, including Park and Recreation Master Plans, General Plans and visionary Small Area Master Plans, Urban Design and Schematic Design Projects, Design Development, Construction Documentation and Construction Administration.

As a Principal of Landmark Design, Sam Taylor has the utmost interest in the quality of work produced and the satisfaction of our clients. He will ensure that all staff involved in the project are engaged and committed to maximizing quality, and will use his demonstrated project management acumen to ensure the timely completion of tasks and attention to budget.

“

Lisa,

Our meeting last night was a magnificent success. It exemplified a culmination of considerable thought, preparation and execution to produce critical information for our city going forward. You, Mark and the Landmark staff continue to raise your own bar of excellence.

”

Carol Morgan,
Advisory Committee Member
Mapleton City Parks Element of
the General Plan



6

Proposed Schedule

As illustrated in the chart on the following page, the Landmark Design Team proposes an 18-month schedule to complete this project, including two months to adopt the plan. This is aligned with the schedule indicated in the RFP, which we believe provides adequate time to complete the tasks required while also maintaining project impetus. Assuming we receive a notice-to-proceed in early September 2022, we will commence efforts that same month, finishing the Draft Final Plan by the end of December 2023. Adoption will follow immediately afterwards in January and February 2024. Please note that we are flexible and are more than happy to discuss scope and schedule adjustments to meet your needs.

TASKS	2022				2023												2024		
	MONTH	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
COMMUNITY ENGAGEMENT																			
A. Staff Coordination Meetings (10 total online)		❖		❖		❖		❖		❖		❖	❖	❖		❖		❖	
B. Advisory Committee Meetings (4 total - 2 online, 2 in-person)		◆			◆				◆				◆						
C. Project Website																			
D. Social Pinpoint Online Engagement Tool																			
E. Statistically-Valid Community Survey																			
F. Public Meetings (2 in-person - Scoping, Draft Plan Open House)			☀											☀					
G. Focus Interviews (3 online total)			●●	●●															
H. Leadership Briefings (3 total - 2 City Council, 1 Planning Commission)					★				★	★									
NEEDS ASSESSMENT & ANALYSIS																			
A. Kick-Off Meeting & Tour	●																		
B. Review Existing Documentation																			
C. Demographics & Trends Analysis																			
D. Parks, Recreation, Arts, & Trails Inventory & Analysis																			
E. Parks and Recreation Department Analysis																			
DRAFT MASTER PLAN																			
A. Development of Draft Parks, Recreation, Arts & Trails Master Plan & Department Analysis																			
FINAL MASTER PLAN																			
A. Revisions/Finalization of Master Plan & Department Analysis																			
B. Adoption /Final Plan Edits (2 Total - 1 City Council, 1 Planning Commission)																		■	■

- Kick-Off Meeting and Tour
- ❖ Staff Coordination Meeting
- ◆ Advisory Committee Meeting
- ☀ Public Meeting
- Focus Interview
- ★ Leadership Briefing
- Adoption Presentation

7

Proposed Fees

As illustrated below, the Landmark Design Team proposes a fee of **\$99,990** to prepare the updated *City of Farmington Parks, Recreation, Trails and Open Space Master Plan* described in the preceding scope of work. This includes all reimbursable expenses for mileage, travel, meeting preparation and similar requirements. Please note that we are flexible and are more than happy to discuss scope and fee adjustments as well to best meet your needs. (Costs for optional open access survey described in Section 3 on page 5 are \$950 + \$1.50 per response.)

	LANDMARK DESIGN			LYRB		Y2 ANALYTICS		TOTAL HOURS	LANDMARK DESIGN				LYRB		Y2		FEE BY TASK
	ST	LB	MM	FP	STAFF	KG	ES		ST	LB	MM	STAFF	FP	STAFF	KG	ES	
PERSONNEL									\$175	\$150	\$125	\$105	\$250	\$180	\$170	\$140	
HOURLY RATES																	
TASKS																	
COMMUNITY ENGAGEMENT																	
A. Staff Coordination Meetings (10 total online)	2	10	20	2	0	2	1	49	\$350	\$1,500	\$2,500	\$1,260	\$500	\$0	\$340	\$140	\$6,590
B. Advisory Committee Meetings (4 total - 2 online, 2 in-person)	0	8	8	0	0	1	1	26	\$0	\$1,200	\$1,000	\$840	\$0	\$0	\$170	\$140	\$3,350
C. Project Website	0	2	2	0	0	0	0	12	\$0	\$300	\$250	\$840	\$0	\$0	\$0	\$0	\$1,390
D. Social Pinpoint Online Engagement Tool	0	0	8	0	0	0	0	32	\$0	\$0	\$1,000	\$2,520	\$0	\$0	\$0	\$0	\$3,520
E. Statistically-Valid Community Survey	0	0	4	0	0	24	80	108	\$0	\$0	\$500	\$0	\$0	\$0	\$4,080	\$11,200	\$15,780
F. Public Meetings (2 in-person - Scoping, Draft Plan Open House)	0	0	8	0	0	0	0	20	\$0	\$0	\$1,000	\$1,260	\$0	\$0	\$0	\$0	\$2,260
G. Focus Interviews (3 online total)	0	1	6	0	0	0	0	7	\$0	\$150	\$750	\$0	\$0	\$0	\$0	\$0	\$900
H. Leadership Briefings (3 total - 2 City Council, 1 Planning Commission)	0	6	12	0	0	2	0	20	\$0	\$900	\$1,500	\$0	\$0	\$0	\$340	\$0	\$2,740
NEEDS ASSESSMENT & ANALYSIS																	
A. Kick-Off Meeting & Tour	4	4	4	2	0	0	0	14	\$700	\$600	\$500	\$0	\$500	\$0	\$0	\$0	\$2,300
B. Review Existing Documentation	0	4	8	2	0	0	0	22	\$0	\$600	\$1,000	\$840	\$500	\$0	\$0	\$0	\$2,940
C. Demographics & Trends Analysis	0	2	4	2	4	0	0	12	\$0	\$300	\$500	\$0	\$500	\$720	\$0	\$0	\$2,020
D. Parks, Recreation, Arts, & Trails Inventory & Analysis	0	0	40	0	0	0	0	100	\$0	\$0	\$5,000	\$6,300	\$0	\$0	\$0	\$0	\$11,300
E. Parks and Recreation Department Analysis	0	24	0	18	24	0	0	66	\$0	\$3,600	\$0	\$0	\$4,500	\$4,320	\$0	\$0	\$12,420
DRAFT MASTER PLAN																	
A. Development of Draft Parks, Recreation, Arts & Trails Master Plan & Department Analysis	4	24	80	6	18	0	0	212	\$700	\$3,600	\$10,000	\$8,400	\$1,500	\$3,240	\$0	\$0	\$27,440
FINAL MASTER PLAN																	
A. Revisions/Finalization of Master Plan & Department Analysis	2	4	8	2	2	0	0	22	\$350	\$600	\$1,000	\$420	\$500	\$360	\$0	\$0	\$3,230
B. Adoption /Final Plan Edits (2 Total - 1 City Council, 1 Planning Commission)	0	4	4	2	0	0	0	12	\$0	\$600	\$500	\$210	\$500	\$0	\$0	\$0	\$1,810
TOTAL	12	93	216	36	48	29	82	734	\$2,100	\$13,950	\$27,000	\$22,890	\$9,000	\$8,640	\$4,930	\$11,480	\$99,990

CITY COUNCIL AGENDA

For Council Meeting:
September 20, 2022

BUSINESS: **Consider Approval of an Interlocal Cooperation Agreement
with Kaysville City for the 950 North Street Project**

GENERAL INFORMATION:

See staff report prepared by Chad Boshell, P.E. Assistant City Manager

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

CITY COUNCIL AGENDA



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Chad Boshell, City Engineer

Date: September 20, 2022

SUBJECT: **CONSIDER APPROVAL OF AN INTERLOCAL COOPERATION AGREEMENT WITH KAYSVILLE CITY FOR THE 950 NORTH STREET PROJECT**

RECOMMENDATION

Approve the Interlocal Cooperation Agreement with Kaysville City for the 950 North Street Project.

BACKGROUND

Farmington and Kaysville Cities have partnered to fund, design, and construct 950 North, Sunset Drive, and Angel Street to connect the western parts of these Cities with West Davis Corridor and the Shepard Lane Interchange. The Cities have obtained \$6 million of State funds, \$4 million of Federal funds that will be converted to State funds, and \$4 million from the County, to design and construct this project. An environmental study has been completed and the project has been designed and bid. The agreement outlines the work to be completed, project administration, invoicing, timelines, and use of funds.

City staff recommends approving the agreement with Kaysville so that the project can move forward. Attached is the agreement between the City and Kaysville.

SUPPLEMENTAL INFORMATION

1. Interlocal Cooperation Agreement

Respectively Submitted

Chad Boshell, P.E.
Assistant City Manager

Reviewed and Concur

Brigham Mellor
Interim City Manager

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (the “Agreement”) is entered into by and between **FARMINGTON CITY**, a municipal corporation of the State of Utah (“Farmington”) and **KAYSVILLE CITY**, a municipal corporation of the State of Utah (“Kaysville”). Farmington and Kaysville may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. Farmington and Kaysville are public agencies as defined by the Utah Interlocal Cooperation Act *Utah Code Ann.*, Section 11-13-101 et seq. (the “Interlocal Act”) and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act authorizes a city to share its tax and other revenues with other cities.

B. During the 2018 General Session, the State Legislature passed SB 136 which amended Section 59-12-2219 of the Revenue and Taxation Code, *Utah Code Ann.* §§ 59-12-101 et seq., to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes.

C. Farmington and Kaysville plan to improve 950 North Street from the West Davis Corridor right-of-way to the Denver and Rio Grande Western Trail, Sunset Drive from 950 North to the intersection of Sunset Drive and Shepard Lane and Angel Street from the South end of the currently existing street to the intersection of Sunset Drive and Shepard Lane (the “Project”). A map of the Project is attached as Exhibit A and is incorporated into this Agreement by reference.

D. The Davis County Commission has imposed the .25% increase in the County sales tax. Davis County has determined that the Project will be a regional benefit and has committed to provide a reimbursement of 70%, up to \$101,255 for the Project, with any expenditures exceeding the \$101,255 coming from the Parties.

E. The Parties previously submitted a joint grant application for Federal Surface Transportation Funding (“STP”) to the Wasatch Front Regional Council (“WFRC”) seeking an allocation from that fund, for the Project. Based on the joint grant application, the Parties were awarded a grant in the amount of \$4.3 million from WFRC, although the actual amount will be lower due to the process of de-federalizing and swapping funds with UDOT.

F. The Utah State Legislature, during the 2019 General Session, allocated \$6 million dollars in State Transportation Funding for the construction of the Project. Farmington has been administering these funds to cover design and coordination costs. These funds will be transferred to Kaysville, and shall continue to be used for the construction of the Project.

G. In June of 2020, Kaysville City submitted an application for 3rd Quarter Funding to Davis County requesting \$4.2 million dollars for the construction of this project. This was ultimately approved for the amount requested.

H. The Parties now desire to enter into this Agreement to provide for the construction of the Project, with the Project to be administered by Kaysville but jointly funded by the Parties from the above-referenced grants, for the regional benefit of the citizens of Davis County and, specifically, for the residents of Farmington and Kaysville. Although Kaysville will act as the administrator, the Parties have, and will continue to work closely together throughout the duration of the project construction.

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 Parties hereby agree as follows:

Section 1. Project Design Administration. The Parties agree that Kaysville shall act as the primary Project Administrator for the design Project. Kaysville shall officially contract with the contractor(s) for the construction of the necessary roadway improvements. The Parties shall work together on design and construction as well as the approval of any procurement related documents for the Project and in the selection of contractors for the design and/or construction of the Project. Neither Party's approvals shall be unreasonably withheld, conditioned or delayed. Notwithstanding the Parties' agreement that Kaysville shall act as the Project Administrator for the construction of the Project, the Parties agree that all costs relating to the Project shall be shared equally. The Parties further acknowledge that the STP funds require a "local match" of 14.75%, totaling approximately \$291,175.60, which will be shared proportionately; each party's proportionate share being based on the percentage of improvement cost located in each City's boundary to the total Project cost. It is anticipated that "local match" requirements for County funds and WFRC funds will be satisfied by the use of the funds from the State Legislature.

Section 2. Invoices. Kaysville shall send all applications for payment from the Contractor related to the Project to Farmington for review. Provisions of this Agreement relating to invoices for the work are set forth in Section 7, below. Any disputes regarding invoices shall be handled by the joint administrators of this Agreement appointed by the Parties.

Section 3. Time for Performance. Parties acknowledge that \$101,255 reimbursement from Davis County transportation funds has a termination date of December 31, 2024, plus applicable extension periods. The Parties acknowledge that time is of the essence and the Parties agree to use their best efforts to assure the Project is completed within the funding time established for receipt of funds from all the funding sources.

Section 4. Representations and Warranties.

4.1 Parties' Representations and Warranties. The Parties hereby represent, covenant, and warrant to each other as follows:

(a) Use of County Funds. Any County Funds disbursed to Kaysville will be used: (1) solely to reimburse costs actually incurred by Kaysville or Farmington for the Project; and (2) in accordance with applicable federal, state and local laws, rules and regulations. Kaysville shall be responsible to assure that the approved design and construction elements are consistent with and in compliance with the terms of the Interlocal Agreement between Kaysville and the County.

(b) Use of Federal Surface Transportation Funds. Any Federal Surface Transportation Funds disbursed to Kaysville for the Project shall be used solely for the Project and shall be utilized in a manner which is consistent and in compliance with all the terms and conditions of the awarded grant and consistent with the joint grant application submitted by the Parties.

(c) Use of State Funds. Any state funds committed to the Project shall be administered and used solely for the project as contemplated herein.

(d) Effect of Invoice. Each invoice from Kaysville shall constitute a representation and warranty that the information set forth in such invoice is true and correct.

Section 5. Payments.

5.1 Invoices.

(a) In General. Farmington agrees to respond in a timely manner to any reasonable requests made by Kaysville for additional information relating to any invoice. Farmington shall submit an invoice to Kaysville no more frequently than once every thirty (30) days.

(b) Amount of Invoice. Subject to compliance with the terms and conditions of this Agreement, Kaysville shall pay to Farmington the amount requested by Farmington in an invoice. However, if Kaysville determines that Farmington has not complied with any term or condition set forth in this Agreement or determines that Farmington's invoice is deficient in any respect, Kaysville may, in its sole discretion, decline to make a payment, or may make a partial payment based on the extent to which Farmington has complied with the terms and conditions set forth in this Agreement.

(c) Payment of Invoice. Kaysville shall, within thirty (30) days after receiving an invoice from Farmington, either pay to Farmington the amount requested by Farmington or provide a written notice to Farmington setting forth the reasons for non-payment or partial-payment.

(d) Disclaimer of Liability. Kaysville will not be responsible in any manner to

Farmington or any third-party for the quality, design, construction, structural integrity, or health or safety features of the Project, notwithstanding Kaysville's review and approval of Farmington's invoices or any other information submitted to Kaysville under this Agreement.

Section 6. Covenants and Agreements.

6.1 Indemnification and Liability.

(a) Liability. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and the applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable Law.

(b) Indemnification. Farmington agrees to indemnify, hold harmless, and defend Kaysville, *its* officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) Farmington's breach of this Agreement; (ii) any acts or omissions of or by Farmington, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; and/or (iii) breach of any condition of receipt for the Federal Surface Transportation grant funds. Farmington agrees that its duty to defend and indemnify Kaysville under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against Kaysville for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of Kaysville. Farmington further agrees that its indemnification obligations in this Section 8.1(b) will survive the expiration or termination of this Agreement.

(c) Indemnification. Kaysville agrees to indemnify, hold harmless, and defend Farmington, *its* officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) Kaysville's breach of this Agreement; (ii) any acts or omissions of or by Kaysville, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; and/or (iii) breach of any condition of receipt for the Federal Surface Transportation grant funds. Kaysville agrees that its duty to defend and indemnify Farmington under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against Farmington for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of Farmington. Kaysville further agrees that its indemnification obligations in this Section 8.1(c) will survive the expiration or termination of this Agreement.

6.2 Recordkeeping. Farmington agrees to maintain its books and records in such a way that any funds received from Kaysville will be shown separately on Farmington's books. Farmington shall maintain records adequate to identify the use of the funds received from Kaysville for the purposes specified in this Agreement. Upon request of Kaysville, Farmington shall make its books and records related to the Project available to Kaysville at reasonable times.

6.3 Assignment and Transfer of County Transportation Funds. Farmington shall not assign or transfer its obligations under this Agreement nor its rights to the grant funds received under this Agreement without prior written consent from Kaysville. Farmington shall use the funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

Section 7. Defaults and Remedies.

7.1 Event of Default. Failure of either Party to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the breaching Party on or before the expiration of a sixty (60) day period (or, if the non-defaulting Party approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the non-defaulting Party's written notice to the defaulting Party of the occurrence thereof shall constitute an Event of Default.

7.2 Remedies in the Event of Default. Upon the occurrence of any Event of Default, the non-defaulting Party may, in its sole discretion, and in addition to all other remedies conferred upon the non-defaulting Party by law or equity or other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other.

- (a) Withhold further payment of funds; and/or
- (b) Reduce the amount of any future payment of funds by the amount incurred by the non-defaulting Party to cure such default; and/or
- (c) Terminate this Agreement.

Section 8. Miscellaneous

8.1 Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the Farmington Mayor and the Kaysville Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act. Voting of the Farmington Mayor and the Kaysville Mayor shall be based on one vote per Party.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

(g) Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.

(h) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.

(i) The powers of the joint board are those described in this Agreement.

8.2 Term of Agreement. This Agreement shall take effect immediately upon the completion of the following (a) the approval of the Agreement by the governing bodies of Farmington and Kaysville, including the adoption of any necessary resolutions or ordinances by Farmington and Kaysville authorizing the execution of this Agreement by the appropriate person or persons for Farmington and Kaysville, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon final acceptance of the completed improvements and the expiration of any contractual warranties of the Contractor. Grant funds remaining after completion of the Project may be utilized by Farmington or Kaysville respectively for any qualifying purpose.

8.3 Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. “Event of Force Majeure” means an event beyond the control of Farmington or Kaysville that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, either party may terminate this Agreement without liability or penalty, effective upon written notice to the other party.

8.4 Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows (or to such other address that may be designated by the receiving party from time to time)

If to Farmington: Farmington City, City Manager
160 S. Main
Farmington, UT 84025

With a copy to: Farmington City, City Attorney

160 S. Main
Farmington. UT 84025

If to Kaysville: Kaysville City, City Manager
23 East Center Street
Kaysville, Utah 84037

With a copy to: _____

8.5 Ethical Standards. The Parties each represent that they have not (a) provided an illegal gift in connection with this Agreement to any officer or employee of the other party, or former officer or employee of the other party, or to any relative or business entity of an officer or employee of the other party, or relative or business entity of a former officer or employee of the other party; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State law or its own ordinances; or (d) knowingly influenced, and hereby promise that they will not knowingly influence, in connection with this Agreement, any officer or employee or former officer or employee of the other party to breach any of the ethical standards set forth in State law

or their own ordinances.

8.6 Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

8.7 Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by both Parties.

8.8 Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Davis, State of Utah.

8.9 No Obligations to Third Parties. The Parties agree that Farmington's obligations under this Agreement are solely to Kaysville and that Kaysville's obligations under this Agreement are solely to Farmington. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

8.10 Agency. No officer, employee, or agent of Farmington or Kaysville is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. Farmington and Kaysville will each be solely and entirely responsible for its acts and for the acts of its officers, employees or agents during the performance of this Agreement.

8.11 No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

8.12 Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

8.13 Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

ATTEST:

CITY OF FARMINGTON
a Utah municipal corporation

By: _____
DeAnn Carlile, City Recorder

By: _____
Brett Anderson, Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

KAYSVILLE CITY
a Utah municipal corporation

By: _____
Annemarie Plaizier, City Recorder

By: _____
Tami Tran, Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

For Council Meeting:
September 20, 2022

SUMMARY ACTION:

- Pipeline Crossing Agreement with Union Pacific Railroad for the Burke Lane Waterline Crossing
- Agreement with One Solar for a Water System Connection
- Agreement with Station Center Townhomes for a Water System Connection
- Improvements Agreement between Forza Terra, LLC and Farmington City for the Mountain View Phase 2 Development
- Retainer Contract for Phoenix Rebellion Therapy for Police
- Retainer Contract for Phoenix Rebellion Therapy for Fire

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



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: September 20, 2022

SUBJECT: **CONSIDER APPROVAL OF A PIPELINE CROSSING AGREEMENT WITH UNION PACIFIC RAILROAD FOR THE BURKE LANE WATERLINE CROSSING**

RECOMMENDATION

Approve the pipeline crossing agreement with Union Pacific Railroad which allows the City to install a new waterline under I-15 at Burke Lane.

BACKGROUND

As part of the Burke Lane Waterline Crossing Project a waterline needs to be installed via boring underneath I-15 including the UPRR tracks. These improvements needs an agreement with UPRR to complete the work. Fees are associated with the agreement and will be paid out of the project funds. Staff recommends approving this agreement with UPRR for the work to be done in their ROW.

SUPPLEMENTAL INFORMATION

1. Pipeline crossing agreement

Respectively Submitted

Chad Boshell, P.E.
Assistant City Manager

Reviewed and Concur

Brigham Mellor
Interim City Manager



August 03, 2022
Project: 0785556

CHAD BOSHELL
FARMINGTON CITY
160 S MAIN ST
FARMINGTON UT 84025

Re: Proposed One (1) Sixteen Inch (16") Plastic Pipeline Encased In A Thirty Inch (30") Steel Casing For Transporting And Conveying Culinary Water Pipeline Crossing of Railroad Property at Mile Post 798.73 on the Salt Lake Subdivision at or near Farmington, Davis County, Utah

Chad Boshell:

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please return the executed agreement via email. For any payment(s), please follow the accompanying instructions.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company.

- Payment in the amount of **Seven Thousand Seven Hundred Ten Dollars (\$7,710.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Project No. 0785556 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (upr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at ksjones@up.com.

Sincerely,

Kris Jones
Analyst

PIPELINE CROSSING AGREEMENT

Mile Post: 798.73, Salt Lake Subdivision
Location: Farmington, Davis County, Utah

THIS AGREEMENT (“Agreement”) is made and entered into as of August 03, 2022, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **FARMINGTON CITY**, to be addressed at 160 S Main St, Farmington, Utah 84025 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) sixteen inch (16”) plastic pipeline encased in a thirty inch (30”) steel casing for transporting and conveying culinary water pipeline crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor’s real property, trackage, or other facilities located in Farmington, Davis County, State of Utah ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated July 19, 2022, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) sixteen inch (16”) plastic pipeline encased in a thirty inch (30”) steel casing for transporting and conveying culinary water pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Seven Thousand Seven Hundred Ten Dollars (\$7,710.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE’S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0785556)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: FARMINGTON CITY
160 S Main St
Farmington, Utah 84025

Article 12. SPECIAL PROVISION – UTAH TRANSIT AUTHORITY; NOTIFICATION.

Licensee acknowledges by signing this agreement that it must separately provide Utah Transit Authority (UTA) with forty-eight (48) hours telephonic notice of entry within this jointly operated rail corridor. Moreover, UTA flagging must be provided when work will take place within twenty (20) feet of the center line of its nearest UTA track; even if the Licensee does not enter or work upon property owned by UTA. The Licensee may coordinate with the following UTA representative(s) for notification and/or flagging, as may be appropriate:

UTAH TRANSIT AUTHORITY
Attn: General Manager
669 West 200 South
Salt Lake City, Utah 84101
Phone: (801) 262-5626
Fax: (801) 287-4592

Cc: UTAH TRANSIT AUTHORITY
Attn: General Counsel
669 West 200 South
Salt Lake City, Utah 84101
Phone: (801) 287-4525
Fax: (801) 287-4520

Article 13. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensors requires Licensee to provide monitoring of tracks and construction observation through Licensors approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

FARMINGTON CITY

By: _____

By: _____

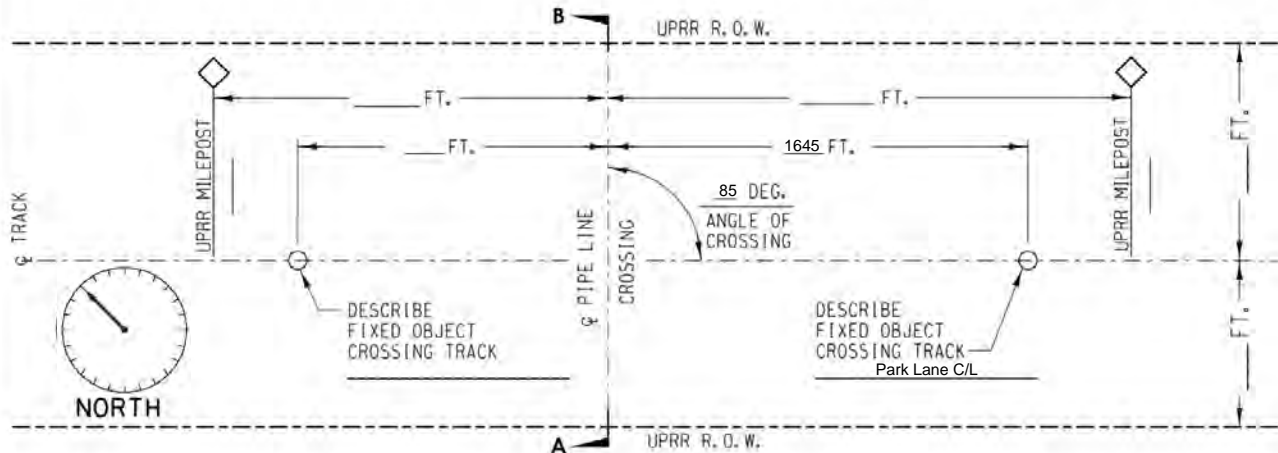
Kris Jones
Analyst

Name Printed: _____

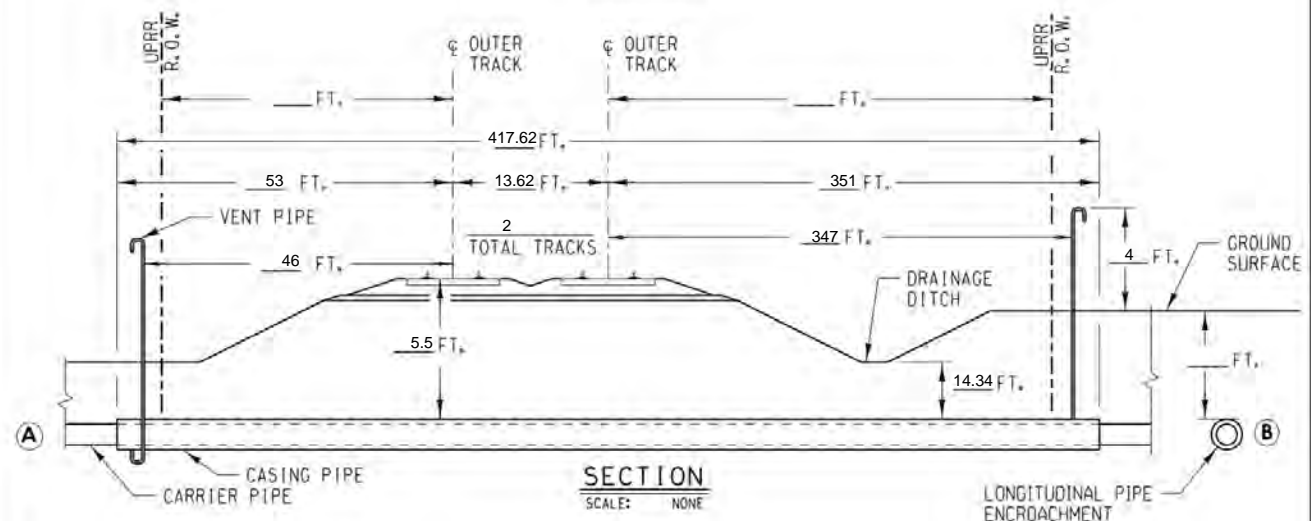
Title: _____

NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



PLAN
SCALE: NONE



SECTION
SCALE: NONE

- NOTES:
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
 2) REFER TO AREMA VOLUME 1. CHAPTER 1. PART 5. SECTION 5.1

A) METHOD OF INSTALLATION BORED AND JACKED

B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____

C) SIGNS PROVIDED? SIGNS WILL NOT BE PROVIDED

D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA
 COMMODITY TO BE CONVEYED CULINARY WATER
 OPERATIONAL PRESSURE 80 PSI. MAOP 80 PSI.
 WALL THICKNESS (INCH)/ SCHEDULE 40. DIAMETER 16 IN.
 CATHODIC/COATING PROTECTION NO

E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA
 TOTAL LENGTH CASING PIPE: 417.62 FT.
 WALL THICKNESS 0.5 IN. DIAMETER 30 IN.
 CATHODIC/COATING PROTECTION YES
 CASING PIPE IS SEALED AT THE ENDS.

F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
45 AND 344.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION:		
TRACK TYPE: MAINLINE TRACK		
M.P.:	LAT.: 40.9915612	
E.S.M.:	LONG.: -111.9107652	
NEAREST CITY:	COUNTY:	STATE:
FARMINGTON	DAVIS	UT
APPLICANT: FARMINGTON CITY		
FILE NO.:	DATE:	
0785556	07/19/2022	

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of

five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline

Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad

Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the

additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: September 20, 2022

SUBJECT: **CONSIDER APPROVAL OF AN AGREEMENT WITH ONE SOLAR FOR A WATER SYSTEM CONNECTION AGREEMENT**

RECOMMENDATION

Approve the agreement with One Solar for a Water System Connection Agreement.

BACKGROUND

The One Solar is a warehouse project being constructed at 761 North Lagoon Drive. During the review and approval process One Solar had a need to have a fireline water loop around the building. The on-site waterlines, fire hydrants, and laterals will all be privately owned and maintained. The proposed agreement grants the City access to inspect and test the fire hydrants, it also requires the owner to own, operate, and maintain the infrastructure. Staff recommends approving the agreement with One Solar.

SUPPLEMENTAL INFORMATION

1. Agreement

Respectively Submitted

Chad Boshell, P.E.
Assistant City Manager

Reviewed and Concur

Brigham Mellor
Interim City Manager

WATER SYSTEM CONNECTION AGREEMENT

THIS WATER SYSTEM CONNECTION AGREEMENT (this "Agreement") is made effective this 4 day of August, 2022 (the "Effective Date") by **FARMINGTON CITY**, a Utah municipality, (the "City"), and by 1 Solar, a Utah limited liability company ("Developer").

RECITALS

- A. Developer has applied for and has received approvals for the development of residential project (the "Project") located within the City consisting of 1 units.
- B. The Project will be served by a private water system which will connect to the main water line owned and operated by the City in street. Lagoon Drive 761 N.
- C. Within the private system, the Developer will install lines and hydrants which will be privately owned and maintained.
- D. The City, as a condition of connection to the main line, will require the conveyance of easements to the City for the City to conduct perpetual inspections of the hydrants and other elements of the water system to assure adequate fire protection for the Project.
- E. The parties desire to commit their understandings regarding the installation of the private water system to writing.

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement.
2. Installation of Water System. From the point of connection to the City's water main, and extending into the Project, the Developer's installed water system shall be privately owned, operated and maintained and the City shall have no obligation for perpetual maintenance of the system. Developer hereby agrees to construct, install and maintain the system to those minimum specifications required by the City to assure that water service to the residents in the project is safe and adequate.
3. Fire Hydrants. The Project will require the installation of fire hydrants on private property within the Project. The Developer hereby agrees to install the hydrants to the City's minimum specifications with adequate water connection and pressure to provide fire protection for the Project. In addition, the Developer hereby agrees to convey to the City an easement to permit the City to periodically inspect and test the fire hydrants to assure that fire protection is

adequate for the Project. The easement shall be in a form approved by the City, such approval not to be unreasonably withheld.

4. Entire Agreement. This Agreement between the parties hereto contains the entire understanding and agreement of the parties with respect to the subject matter herein contained and no prior or contemporaneous agreements, promises, representations, or understandings which are not contained herein with respect thereto shall be of any force or effect.

5. Successors and Assigns. This Agreement shall bind each of the parties hereto and their respective heirs, personal representatives, officers, agents, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective, duly authorized representatives as of the 4 day of August, 2022.

"DEVELOPER"

a Utah limited liability company

By: [Signature]
Name: Scott Kilgus
Its: CEO

"CITY"

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
Mayor

Farmington City Public Works - Owner Statement

The property owner acknowledges that he is responsible for the 8" fire line and hydrants located on the property side of the new valves installed at Right of Way.

Owner: Jake Kilgore, 1 Solar

Signed: 

Date: 8/4/22



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: September 20, 2022

SUBJECT: **CONSIDER APPROVAL OF AN AGREEMENT WITH STATION CENTER TOWNHOMES FOR A WATER SYSTEM CONNECTION**

RECOMMENDATION

Approve the agreement with Station Center Townhomes for a Water System Connection Agreement.

BACKGROUND

The Station Center Townhomes is a townhome project being constructed along Burke Lane. During the review and approval process Station Center Townhomes had a need to have the waterlines, hydrants, and water meters to be in private roads. The on-site waterlines, fire hydrants, and laterals will all be privately owned and maintained. The proposed agreement grants the City access to inspect and test the fire hydrants, it also requires the owner to own, operate, and maintain the infrastructure. Staff recommends approving the agreement with Station Center Townhomes.

SUPPLEMENTAL INFORMATION

1. Agreement

Respectively Submitted

Chad Boshell, P.E.
Assistant City Manager

Reviewed and Concur

Brigham Mellor
Interim City Manager

WATER SYSTEM CONNECTION AGREEMENT

THIS WATER SYSTEM CONNECTION AGREEMENT (this "Agreement") is made effective this 14 day of JUNE, 2022 (the "Effective Date") by FARMINGTON CITY, a Utah municipality, (the "City"), and by Farmington Station Townhomes HOA, a Utah limited liability company ("Developer").

RECITALS

- A. Developer has applied for and has received approvals for the development of residential project (the "Project") located within the City consisting of 122 units.
- B. The Project will be served by a private water system which will connect to the main water line owned and operated by the City in Burke Lane street.
- C. Within the private system, the Developer will install lines and hydrants which will be privately owned and maintained.
- D. The City, as a condition of connection to the main line, will require the conveyance of easements to the City for the City to conduct perpetual inspections of the hydrants and other elements of the water system to assure adequate fire protection for the Project.
- E. The parties desire to commit their understandings regarding the installation of the private water system to writing.

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement.
2. Installation of Water System. From the point of connection to the City's water main, and extending into the Project, the Developer's installed water system shall be privately owned, operated and maintained and the City shall have no obligation for perpetual maintenance of the system. Developer hereby agrees to construct, install and maintain the system to those minimum specifications required by the City to assure that water service to the residents in the project is safe and adequate.
3. Fire Hydrants. The Project will require the installation of fire hydrants on private property within the Project. The Developer hereby agrees to install the hydrants to the City's minimum specifications with adequate water connection and pressure to provide fire protection for the Project. In addition, the Developer hereby agrees to convey to the City an easement to permit the City to periodically inspect and test the fire hydrants to assure that fire protection is

adequate for the Project. The easement shall be in a form approved by the City, such approval not to be unreasonably withheld.


4. Entire Agreement. This Agreement between the parties hereto contains the entire understanding and agreement of the parties with respect to the subject matter herein contained and no prior or contemporaneous agreements, promises, representations, or understandings which are not contained herein with respect thereto shall be of any force or effect.

5. Successors and Assigns. This Agreement shall bind each of the parties hereto and their respective heirs, personal representatives, officers, agents, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective, duly authorized representatives as of the 14 day of June, 2022.

"DEVELOPER"

a Utah limited liability company

By: 
Name: Wayne H. Carver
Its: Manager

"CITY"

FARMINGTON CITY

By: _____
Mayor

ATTEST:

City Recorder



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Carly Rowe, Planning Secretary
Date: September 15, 2022
SUBJECT: Mountain View Phase 2 Subdivision

RECOMMENDATION

Approve the Farmington City Improvements Agreement between Forza Terra, LLC and Farmington City for the Mountain View Phase 2 development.

BACKGROUND

The bond estimate for Mountain View Phase 2 development is \$93,761.71 which includes a 10% warranty amount. Forza Terra, LLC has submitted a cash bond improvements agreement to the City, which matches the bond estimate total.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all of the improvements are installed and inspected, the entire bond, except the warranty amount, will be released. After a warranty period of one year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully Submitted,

Carly Rowe
Planning Secretary

Review and Concur,

Brigham Mellor
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT
(CASH FORM)

THIS AGREEMENT is made by and between Forza Terra, LLC (hereinafter "Developer"), whose address is 32 W. Fireclay Ave. Murray, UT 84107, and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as Mountain View Phase 2, located at approximately 175 S. 525 W., in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$ 93,761.71.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 6 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 93,761.71 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

reasonable preliminary estimate of the cost of the Improvements, together with 10% of such cost to secure the warranty of this Agreement and an additional 10% of such cost for contingencies.

4. **Progress Payments.** The City agrees to allow payments from the deposit as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, determine if the work completed complies with City construction standards and requirements, and review the City's cost estimate. After receiving and approving the request, the City shall in writing authorize disbursement to the Developer from the Deposit in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information required by the City. Except as provided in this paragraph or in paragraphs 5 through 7 inclusive, the City shall not release or disburse any funds from the Deposit.
5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Deposit to complete construction of Improvements, the City may withdraw all or any part of the Deposit and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the Deposit. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.
6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release of all funds in the Deposit, except 10% of the estimated cost of the Improvements, which shall be retained in the Deposit until final release pursuant to the next paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in paragraph 5 above for any breach of such an obligation. The release provided for in this paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.
7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of paragraph 26, the City shall notify the Developer in writing of the final release of the Deposit. After giving such notice, the City shall relinquish all claims and rights in the Deposit.
8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Deposit as

herein provided, and any withdrawals from the Deposit by the city shall not constitute a waiver or estoppels against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in paragraph 1 above, and the right of the City to withdraw from the Deposit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Deposit and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Deposit shall be paid by the Developer, including administrative, engineering, legal and procurement fees and costs.

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.
10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.
11. **Ownership.** The Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City, and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.
12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Deposit until these drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.
14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient is sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as is this Agreement had been executed with the invalid portions eliminated.
17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instruments, and each such counterpart shall be deemed an original.
19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and

expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. **Other Bonds.** This Agreement and the Deposit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Deposit as provided herein.
24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.
25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this paragraph. For purposes of this paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 25th day of August, 2022

CITY:

FARMINGTON CITY CORPORATION

By: _____
Brett Anderson, Mayor

ATTEST:

DeAnn Carlile, City Recorder

DEVELOPER:

Forza Terra, LLC
By: _____
Its: _____
Manager

DEVELOPERS ACKNOWLEDGEMENT

(Complete if **Developer** is an **Individual**)

STATE OF UTAH)
 :SS.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me, _____, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

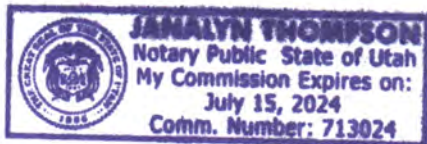
NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if **Developer** is a **Corporation**)

STATE OF UTAH)
 :SS.
COUNTY OF Davis)

On this 25 day of August, 2022, personally appeared before me, Shane D. Smoot, who being by me duly sworn did say that he/she is the manager of Forza Terra a Limited Liability corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Janaly Thompson
NOTARY PUBLIC
Residing in Davis County, Utah.



(Complete if Developer is a Partnership)

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me, _____, who being by me duly sworn did say that he/she/they is/are the _____ of _____, a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held by authority of its by-laws and signed in behalf of said partnership.

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____ who being by me duly sworn did say that he or she is the _____ of _____, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

NOTARY PUBLIC
Residing in _____ County, _____.

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 20____, personally appeared before me
H. James Talbot and Heidi Bouck who, being by me duly sworn, did say that they are the
Mayor and City Recorder, respectively, of Farmington City Corporation, and said persons
acknowledged to me that said corporation executed the foregoing instrument.

NOTARY PUBLIC
Residing in _____ County, _____.

Receipt No: 8.008496

Aug 26, 2022

FORZA TERRA/S-3-21

Previous Balance: .00

PLANNING @ ZONING

CASH BOND/DEVELOPER 93,761.71

10-225200

DEVELOPER BONDS HELD & PAYABLE

Total: -----
93,761.71

CHECK

Check No: 0242 93,761.71

Payor:

FORZA TERRA/S-3-21

Total Applied: -----
93,761.71

Change Tendered: -----
.00

=====

08/26/2022 1:23 PM

FARMINGTON CITY CORP.

160 SOUTH MAIN

P.O. BOX 160

FARMINGTON UT 84025

801-451-2383



City Council Staff Report

To: Honorable Mayor and City Council

From: Brigham Mellor, Interim City Manager

Date: September 20, 2022

SUBJECT: SCOPE OF PRACTICE AND RETAINER CONTRACT FOR PHOENIX REBELLION THERAPY

RECOMMENDATION

Approve the Contracts and Scope of Services with Phoenix Rebellion for \$10,000 for the Farmington Police Department and \$10,000 for the Farmington Fire Department

BACKGROUND

As discussed in the September 6th City Council meeting this service will help our first responders in attending to their mental-emotional needs and processing many of the traumatic experiences they encounter regularly. Farmington City loves its first responders and appreciates all they do to help us in our community. This therapy service will help us help these brave men and women in their profession. Gratefully few of us must directly deal with the many of the problems they face and it is because of their service and courage that we live in such a great place.

This goes beyond and is in addition to the health benefit offered to all Farmington employees and their families. This program is customized for the first responder community.

Supplemental Information

1. Police Phoenix Rebellion Contract
2. Fire Phoenix Rebellion Contract

Respectfully Submitted

Brigham Mellor
Interim City Manager



09/01/2022

Chief Eric Johnsen
Farmington City Police Department

Email: ejohnsen@farmington.utah.org
Ph: 801-451-5453

Dear Chief Johnsen:

Thank you for your time and for reaching out to Phoenix Rebellion Therapy (PRT).

We are a multi-location facility with the ability to serve individuals located in the State of Utah. We specialize in treating trauma and the many comorbid diagnoses that come with it including depression, anxiety, addiction, and other diagnoses.

Phoenix Rebellion Therapy specializes and has partnerships with multiple first responder organizations throughout the state. We are one of the very few in the state that have first responder competency training and specialize in working with this population. Our skillset as clinicians is such that we work with the heaviest of cases and as a result we can assist the complexities of most individuals.

PRT Scope of Practice (In person and Telehealth):

- Trauma Specialist
- PTSD
- Anger Management
- Critical incident trainings and debriefings
- Peer Support
- Marriage and Family
- Teens/Youth/Children
- Individual
- Addiction
- LGBTQ+
- Anxiety and depression
- Critical Incidents

Per your request and based upon our understanding of FPD current needs, we are proposing the following “Menu of Service levels” and the associated price points for your consideration and approval:

Training and Treatment Proposal:

Employee Treatment Sessions and Authorizations:

- Mandatory annual PRT Wellness Evaluations for all eligible Team Members
- Any/all sessions beyond the annual PRT Wellness Evaluation, would be conducted on a “as needed basis.” Frequency and number of all on going therapy sessions will be jointly determined by both the clinician and the FPD team member.
- It is our understanding that FPD does not want any limits placed on the number nor the frequency of these ongoing therapy sessions. Therefore these sessions will be “unlimited” in nature.
- FPD to provide eligible team member roster (excel format or equivalent) to include First and Last Name, Phone number, Email address. This will ensure that ONLY those SPD are able to participate and receive the SFP/PRT partnership program.

SPD Administrative Team Initial Training (60 min):

Date: Pending/TBD

- Educate FPD Admin Team about mental health issues:
 - Stigmas
 - Symptoms/manifestations
 - Trauma
 - Treatment options
 - Normalize mental health and how to suggest an employee seek assistance
- Price: Per Training \$500

SPD Team In-Person Group/Critical Incident Trainings (60 mins - As needed – up to 30 attendees/training):

Date: 10/06/2022, 15:00hrs – (tentative pending SFD approval)

- Educate SPD Team Members about mental health issues topics can include:
 - Stigmas
 - Symptoms/manifestations
 - Trauma
 - Treatment options
 - Who could benefit from mental health treatment?
 - Normalize mental health and how to request employer assistance
 - Addiction(s)
 - Greif and Loss
 - Critical Incident debriefings
 - Peer support training and program development
- Price: Per Training \$500

FPD Team In-Person Couples Group Training (60 mins - As needed – up to 10 Couples or 20 individuals/training):

Date: Pending/TBD

- Educate FPD Partners/Spouses and Team Members and about mental health issues topics can include in a Couples/Relational format and focus:
 - Stigmas
 - Symptoms/manifestations
 - Trauma
 - Treatment options
 - Who could benefit from mental health treatment?
 - Normalize mental health and how to request employer assistance
 - Addiction(s)
 - Greif and Loss
 - Critical Incident debriefings
 - Peer support training and program development
 - Warm transfer of employee from SPD Peer Support to PRT treatment center
- Price: Per Training \$750

FPD Individual Team Member Treatment Sessions:

- Individual Sessions:
 - Mandatory Annual Wellness Evaluations: Regular Price: \$250.00 –
 - FPD Price: \$175.00
 - Initial client clinical intake: Regular Price: \$250.00 - SPD Price: \$175.00
 - Individual session: Regular Price: \$200.00 SPD Price: \$150.00 may include:
 - Individual session with trauma complexity (EMDR, ART, MBB):
 - Neurofeedback when available

Payment Terms:

1. Retainer: \$10,000 Advance payment made to PRT. PRT to provide summary statements monthly to FPD as to services provided and remaining balance of retainer.

We look forward to developing partnership and you feedback and input on the above proposal.

Sincerely,
Rod Waller, President and Executive Director

ACCEPTANCE:

Signature: _____

Date: ___/___/2022

Print Name: _____



09/15/2022

Chief Rich Love
Farmington City Fire Department

Email: rlove@farmington.utah.org
Ph: 801-682-5778

Dear Chief Love:

Thank you for your interest in and for reaching out to Phoenix Rebellion Therapy (PRT).

We are a multi-location facility with the ability to serve individuals located in the State of Utah. We specialize in treating trauma and the many comorbid diagnoses that come with it including depression, anxiety, addiction, and other diagnoses.

Phoenix Rebellion Therapy specializes and has partnerships with multiple first responder organizations throughout the state. We are one of the very few in the state that have first responder competency training and specialize in working with this population. Our skillset as clinicians is such that we work with the heaviest of cases and as a result we can assist the complexities of most individuals.

PRT Scope of Practice (In person and Telehealth):

- Trauma Specialist
- PTSD
- Anger Management
- Critical incident trainings and debriefings
- Peer Support
- Marriage and Family
- Teens/Youth/Children
- Individual
- Addiction
- LGBTQ+
- Anxiety and depression
- Critical Incidents

Per your request and based upon our understanding of FFD current needs (mirroring those of the FPD), we are proposing the following “Menu of Service levels” and the associated price points for your consideration and approval:

Training and Treatment Proposal:

Employee Treatment Sessions and Authorizations:

- Mandatory annual PRT Wellness Evaluations for all eligible FFD Team Members
- Any/all sessions beyond the annual PRT Wellness Evaluation, would be conducted on a “as needed basis.” Frequency and number of all on going therapy sessions will be jointly determined by both the clinician and the FFD team member.
- It is our understanding that FFD (similar to FPD) does not want any limits placed on the number nor the frequency of these ongoing therapy sessions. Therefore, these sessions will be “unlimited” in nature.
- FFD to provide PRT with an eligible team member roster (excel format or equivalent) to include First and Last Name, Phone number, Email address. This will ensure that ONLY those FFD team members are able to participate and receive the FFD/PRT partnership program.

FFD Administrative Team Initial Training (60 min):

Date: Pending/TBD

- Educate FFD Admin Team about mental health issues:
 - Stigmas
 - Symptoms/manifestations
 - Trauma
 - Treatment options
 - Normalize mental health and how to suggest an employee seek assistance
- Price: Per Training \$500

FFD Team In-Person Group/Critical Incident Trainings (60 mins - As needed – up to 30 attendees/training):

Date: Pending/TBD

- Educate FFD Team Members about mental health issues topics can include:
 - Stigmas
 - Symptoms/manifestations
 - Trauma
 - Treatment options
 - Who could benefit from mental health treatment?
 - Normalize mental health and how to request employer assistance
 - Addiction(s)
 - Greif and Loss
 - Critical Incident debriefings
 - Peer support training and program development
- Price: Per Training \$500

FFD Team In-Person Couples Group Training (60 mins - As needed – up to 10 Couples or 20 individuals/training):

Date: Pending/TBD

- Educate FFD Partners/Spouses and Team Members and about mental health issues topics can include in a Couples/Relational format and focus:
 - Stigmas
 - Symptoms/manifestations
 - Trauma
 - Treatment options
 - Who could benefit from mental health treatment?
 - Normalize mental health and how to request employer assistance
 - Addiction(s)
 - Greif and Loss
 - Critical Incident debriefings
 - Peer support training and program development
 - Warm transfer of employee from FFD Peer Support to PRT treatment center
- Price: Per Training \$750

FFD Individual Team Member Treatment Sessions:

- Individual Sessions:
 - Mandatory Annual Wellness Evaluations: Regular Price: \$250.00 – FFD Price: \$175.00
 - Initial client clinical intake: Regular Price: \$250.00 - FFD Price: \$175.00
 - Individual session: Regular Price: \$200.00 FFD Price: \$150.00 may include:
 - Individual session with trauma complexity (EMDR, ART, MBB):
 - Neurofeedback when available

Payment Terms:

1. Retainer: \$10,000 Advance payment made to PRT. PRT to provide summary statements monthly to FFD as to services provided and remaining balance of retainer.

We look forward to developing partnership and you feedback and input on the above proposal.

Sincerely,
Rod Waller, President and Executive Director

ACCEPTANCE:

Signature: _____

Date: ___/___/2022

Print Name: _____

Month of August 2022	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	8	8	\$1,881,953.27	180	180
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	5	355
CARPORT/GARAGE	0		\$0.00	126	
OTHER RESIDENTIAL	1	0	\$3,642.10	22	
SUB-TOTAL	9	8	\$1,885,595.37	393	535
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	2		\$9,396.00	83	
ADDITIONS/REMODELS	9		\$198,015.40	82	
SWIMMING POOLS/SPAS	1		\$39,080.80	81	
OTHER	31		\$550,562.88	332	
SUB-TOTAL	43		\$797,055.08	578	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	1		\$199,666.00	18	
PUBLIC/INSTITUTIONAL	0		\$24,564.00	1	
CHURCHES	0		\$0.00	0	
OTHER	7		\$72,759.00	48	
SUB-TOTAL	8		\$272,425.00	67	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	4		\$1,029,487.00	67	
OFFICE	0		\$0.00	2	
PUBLIC/INSTITUTIONAL	0		\$0.00	2	
CHURCHES	0		\$0.00	0	
OTHER	2		\$201,000.00	24	
SUB-TOTAL	6		\$1,230,487.00	95	
MISCELLANEOUS - NON-RESIDENTIAL *****					
MISC.	0		\$0.00	9	
SUB-TOTAL	0		\$0.00	0	
TOTALS	66	8	\$4,185,562.45	1082	535