

**FARMINGTON CITY COUNCIL MEETING  
NOTICE AND AGENDA**

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, July 15, 2014, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

*Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.*

The agenda for the meeting shall be as follows:

**CALL TO ORDER:**

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

**PRESENTATION OF PETITIONS AND REQUESTS:**

7:05 Preliminary PUD Master Plan for the Meadows at City Park (previously known as Nichols Nook)

**SUMMARY ACTION:**

7:20 Minute Motion Approving Summary Action List

1. Approval of Minutes from July 1, 2014
2. Municipal Advisory Services Agreement with Zions Bank Public Finance
3. Amend Employment Agreement for City Manager

**DISCUSSION ITEMS:**

7:25 Finalization of Park/Gym Funding

**GOVERNING BODY REPORTS:**

7:40 City Manager Report

1. Police and Fire Monthly Activity Reports for June
2. UDOT request to Demolish Ally Rose Home

7:50 Mayor Talbot & City Council Reports

**ADJOURN**

**CLOSED SESSION**

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

DATED this 10th day of July, 2014.

**FARMINGTON CITY CORPORATION**

By: Holly Gadd  
Holly Gadd, City Recorder

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

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

## CITY COUNCIL AGENDA

For Council Meeting:  
July 15, 2014

### **S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance**

It is requested that Mayor Jim Talbot give the invocation/opening comments to the meeting and it is requested that City Manager Dave Millheim lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:  
July 15, 2014

**S U B J E C T: Preliminary PUD Master Plan for the Meadows at City Park  
(previously known as Nichols Nook)**

**ACTION TO BE CONSIDERED:**

See staff report for recommendation.

**GENERAL INFORMATION:**

See enclosed staff report prepared by Eric Anderson.

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



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

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

### RECOMMENDATION

- 1- Move that the City Council approve Preliminary PUD Master Plan for the Meadows at City Park Planned Unit Development located at 50 South 100 West with the following conditions:
1. The applicant shall comply with all requirements of the Planning Department, Engineering and all utilities regarding the Final PUD Master Plan.
  2. Approval of final improvement drawings for the on-site and off-site improvements including grading and drainage plan, SWPPP, and approval by the City Engineer, Public Works, Fire Department, Planning Department, Storm Water Official, Central Davis Sewer District, and Benchland Water District.
  3. The applicant must obtain and record off-site easements in a manner acceptable to the City as shown on the plans prior to or in conjunction with the recordation of the Final Plat.
  4. The applicant shall not demolish the existing house on the site until such time as the proposed development begins construction.
  5. The applicant must post a bond in the amount agreed upon by the City and the applicant for all off-site improvements and any on-site improvements deemed necessary by the City prior to construction.

#### Findings for Approval:

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

### BACKGROUND

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

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

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

#### **SUPPLEMENTAL INFORMATION**

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

Respectfully Submitted



Eric Anderson  
Associate City Planner

Concur



Dave Millheim  
City Manager

# Farmington City

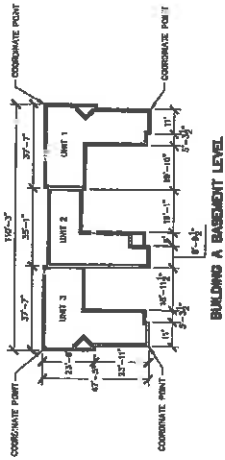






# MEADOWS AT CITY PARK, A PLANNED UNIT DEVELOPMENT

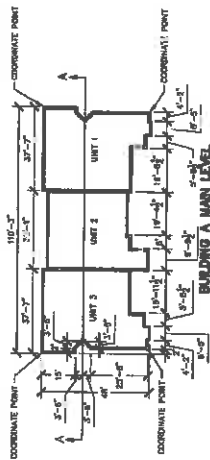
FARMINGTON CITY, DAVIS COUNTY, UTAH  
 LOCATED IN THE SOUTHWEST QUARTER, SECTION 13,  
 TOWNSHIP 40N, RANGE 12E, S.1, WEST 1/4,  
 A PART OF LOTS 3 AND 6, BLOCK 4,  
 FARMINGTON TOWN-SITE SURVEY.



BUILDING A BASEMENT LEVEL

BUILDING B BASEMENT LEVEL

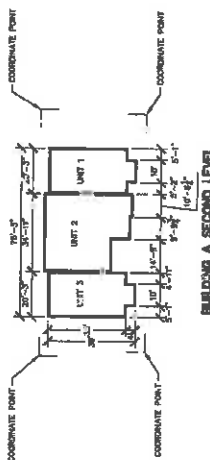
BUILDING C BASEMENT LEVEL



BUILDING A MAIN LEVEL

BUILDING B MAIN LEVEL

BUILDING C MAIN LEVEL



BUILDING A SECOND LEVEL

BUILDING B SECOND LEVEL

BUILDING C SECOND LEVEL



SECTION A

SECTION C

SECTION B

Total Sq. Ft.	Building A			Building B			Building C		
	UNIT 1	UNIT 2	UNIT 3	UNIT 1	UNIT 2	UNIT 3	UNIT 1	UNIT 2	UNIT 3
Basement Pkgs	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48
Floor Bldg.	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48
Basement Pkgs	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48
Floor Bldg.	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48
2nd Level Bldg.	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48
Floor Bldg.	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48
2nd Level Bldg.	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48
Floor Bldg.	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48
2nd Level Bldg.	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48
Floor Bldg.	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48
2nd Level Bldg.	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48
Floor Bldg.	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48
2nd Level Bldg.	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48	4,711.38	4,331.88	4,700.48

GRAPHIC SCALE



**DIAMOND LAND SURVEYING, LLC**  
 8200 South Cross Street Drive  
 Murray, Utah 84123  
 info@diamondlandsurveying.com  
 Phone (801) 398-5099 Fax (801) 398-5023



SHEET 2 OF 2

COUNTY RECORDER  
 STATE OF UTAH, COUNTY OF DAVIS RECORDS RECEIVED AND FILED AT THE  
 OFFICE OF THE COUNTY CLERK, SALT LAKE CITY, UTAH  
 FILE NO. \_\_\_\_\_ BOOK NO. \_\_\_\_\_ PAGE NO. \_\_\_\_\_  
 DATE FILED \_\_\_\_\_ BY \_\_\_\_\_

LEGEND

Private Ownership Area



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

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

MAX FORBUSH  
CITY MANAGER

September 18, 2007

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

Dear Mr. Griffin:

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

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

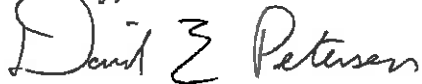
1. The preliminary plan must include details for the common open space planned;
2. The developer shall work with staff to provide the necessary planning for utility provision in all areas;
3. The developer shall consider adding parking to the interior of the project.
4. The developer shall prepare a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

The following findings were established by the Planning Commission;

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

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

Sincerely,

A handwritten signature in black ink that reads "David E. Petersen". The signature is written in a cursive style with a large, stylized "D" and "P".

David E. Petersen, AICP  
City Planner/Zoning Administrator

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

FILE COPY



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

PAULA ALDER  
RICK DUTSON  
DAVID S. HALE  
CORY R. RITZ  
SID YOUNG  
CITY COUNCIL

MAX FORBUSH  
CITY MANAGER

July 9, 2008

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

Dear Mr. Griffin:

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

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

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

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

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

 **FILE COPY**

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

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

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

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

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

Sincerely,

  
Glenn Symes  
Assistant City Planner

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

RETURNED

FEB 08 2011

2 2503673 H 0206 P 515-539  
RICHARD T. MCGUINAH  
DAVIS COUNTY, UTAH RECORDER  
02/08/2011 01:04 PM  
FEE \$60.00 Pgs: 25  
UT 87 REC'D FOR FARMINGTON CITY

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

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

**RECITALS:**

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

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

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

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

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

**AGREEMENT**

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

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

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

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

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

b. **Streets and Related Improvements.**

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

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

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

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

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

c. Open Space.

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

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

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

e. Utilities and Infrastructure.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The right to terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

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

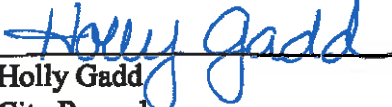
21. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

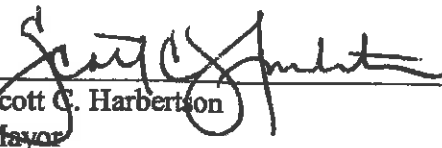
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

**"CITY"**

**FARMINGTON CITY**

ATTEST:

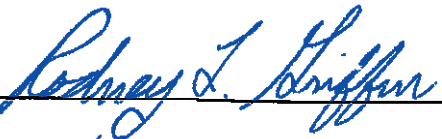
  
\_\_\_\_\_  
Holly Gadd  
City Recorder

By:   
\_\_\_\_\_  
Scott C. Harbertson  
Mayor



**"DEVELOPER"**

**RODNEY L. GRIFFIN**

By:   
\_\_\_\_\_  
Its: self

CITY ACKNOWLEDGMENT

STATE OF UTAH )  
 :ss.  
COUNTY OF DAVIS )

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

Holly Gadd  
Notary Public

My Commission Expires:

12/5/2011



DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH )  
 : ss.  
COUNTY OF DAVIS )

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

Holly Gadd  
Notary Public

My Commission Expires:

12/5/2011





**EXHIBIT "A"**

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

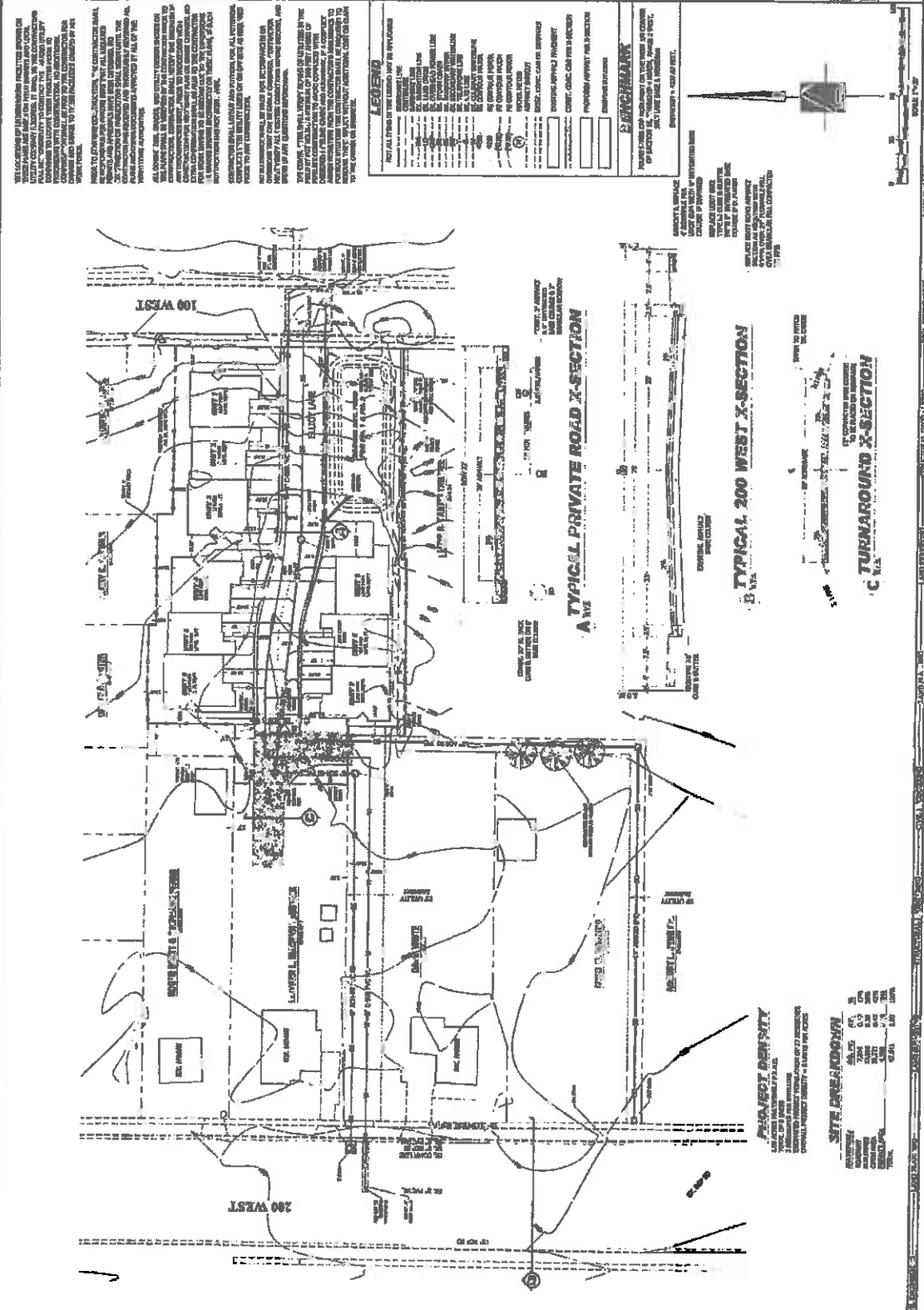
070280049 BEG AT SE COR OF LOT 6, BLK 4, PLAT A FARMINGTON TS SUR; TH W 231 FT; TH N 5 RODS; TH E 255.5 FT; TH S 5 RODS; TH W 24.5 FT TO BEG. CONT. 0.484 ACRES.

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

**PINNACLE**  
 Engineering & Surveying  
 1525 North 200th Ave, Suite 200  
 Aurora, CO 80010  
 Phone: (303) 555-5555

**NICHOLLS NOOK PH. I P.U.D.**  
 SITE PLAN  
 FOR: SOUTHWEST CORNER  
 PARKWAY, 48 SOUTH 100 WEST  
 PARKING, UTAH  
 JOB # 97-100

DATE: 11/11/97  
 DRAWN BY: J. HARRIS  
 CHECKED BY: J. HARRIS  
 APPROVED BY: J. HARRIS



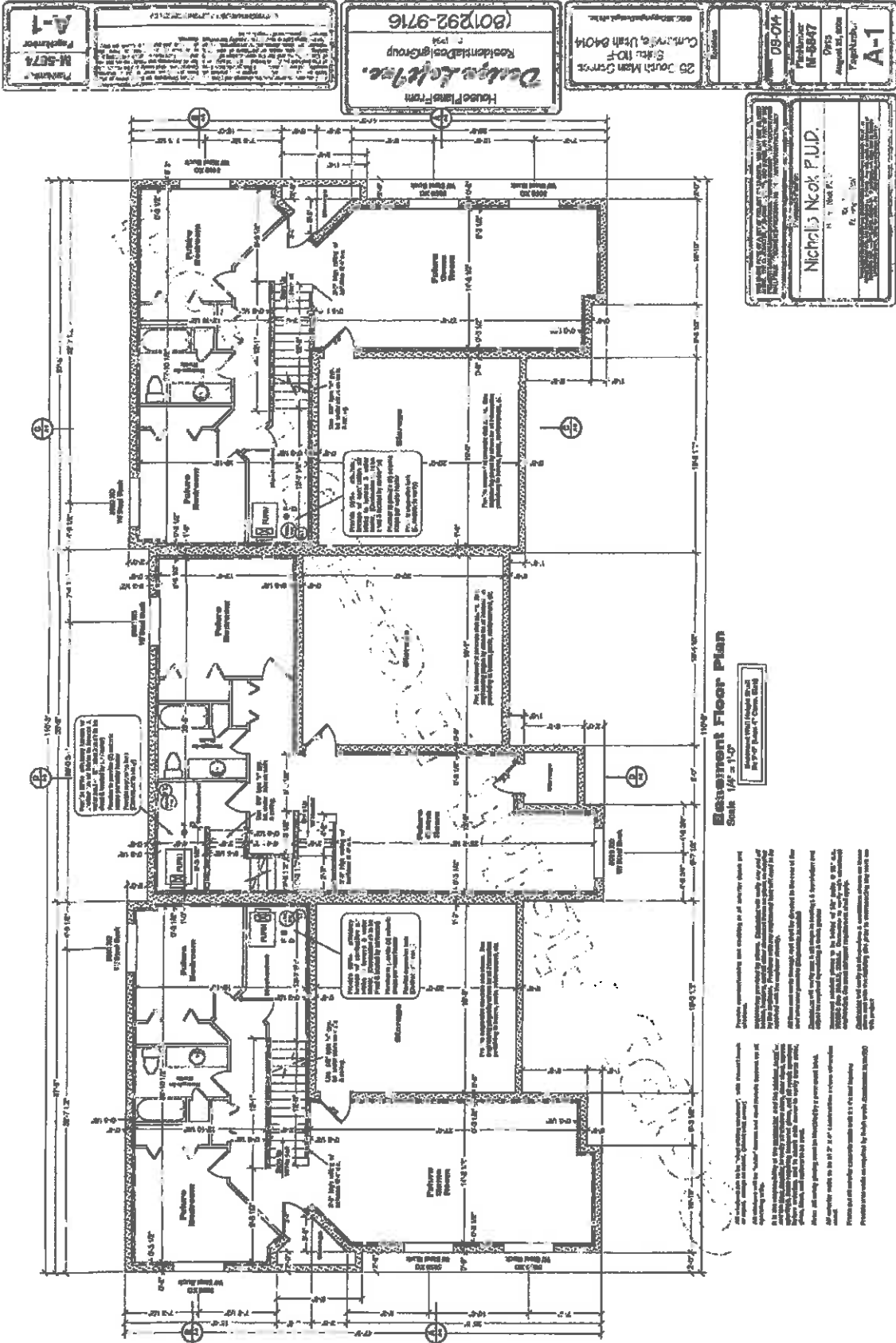
**PERMIT DENSITY**

MAXIMUM PERMIT DENSITY: 15 UNITS PER ACRE  
 PERMITTED PERMIT DENSITY: 15 UNITS PER ACRE  
 TOTAL PERMIT DENSITY: 15 UNITS PER ACRE

**SITE BREAKDOWN**

RESIDENTIAL	15
COMMERCIAL	0
INDUSTRIAL	0
AGRICULTURAL	0
TOTAL	15

WELLSVILLE DEVELOPMENT, LLC  
 1525 NORTH 200TH AVENUE, SUITE 200  
 AURORA, COLORADO 80010  
 PHONE: (303) 555-5555



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

REVISIONS:  
1. 08/15/04: Update to include 2" x 4" floor joists, 2" x 6" rim joists, 2" x 6" blocking, 2" x 6" bracing, 2" x 6" blocking, 2" x 6" bracing, 2" x 6" blocking, 2" x 6" bracing.

Notes:  
1. All dimensions are to the centerline of all masonry walls and columns unless otherwise noted.  
2. All dimensions are to the centerline of all masonry walls and columns unless otherwise noted.  
3. All dimensions are to the centerline of all masonry walls and columns unless otherwise noted.  
4. All dimensions are to the centerline of all masonry walls and columns unless otherwise noted.  
5. All dimensions are to the centerline of all masonry walls and columns unless otherwise noted.  
6. All dimensions are to the centerline of all masonry walls and columns unless otherwise noted.  
7. All dimensions are to the centerline of all masonry walls and columns unless otherwise noted.  
8. All dimensions are to the centerline of all masonry walls and columns unless otherwise noted.  
9. All dimensions are to the centerline of all masonry walls and columns unless otherwise noted.  
10. All dimensions are to the centerline of all masonry walls and columns unless otherwise noted.

A-1  
M-5874  
Foster  
1/1/04

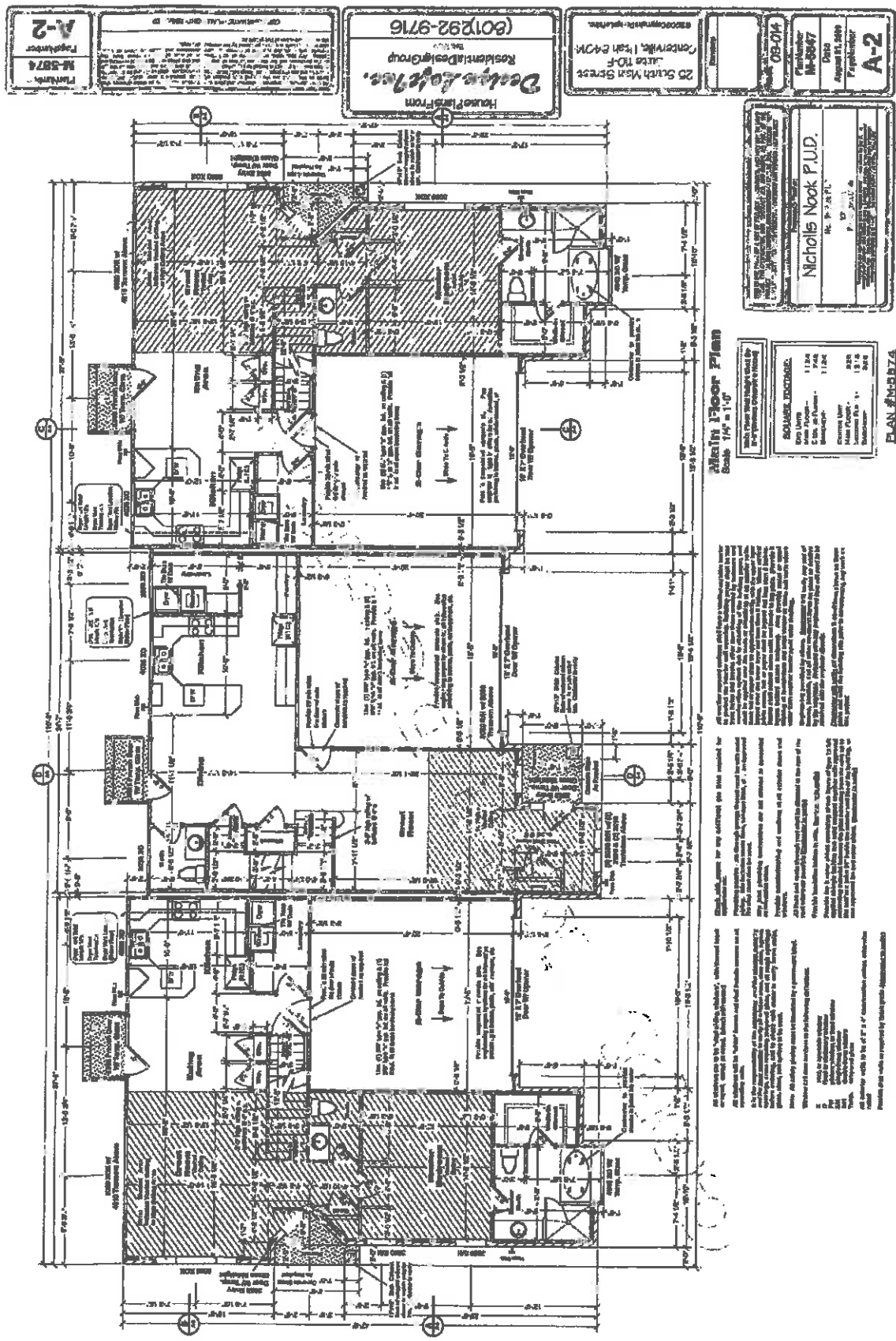
25 South Main Garage  
State: NJ  
County: Union 04014  
City: South Plainfield  
Project No.: 08-014  
Date: 08/15/04

Design Group  
Residential Group  
(801) 292-9716

25 South Main Garage  
State: NJ  
County: Union 04014  
City: South Plainfield  
Project No.: 08-014  
Date: 08/15/04

A-1  
Nichols Neck P.U.D.  
N.Y. Neck, N.Y.  
Project No.: 08-014  
Date: 08/15/04

EXHIBIT B





PLAN 1207  
 M-5874  
 A-4  
 1/2" = 1'-0"

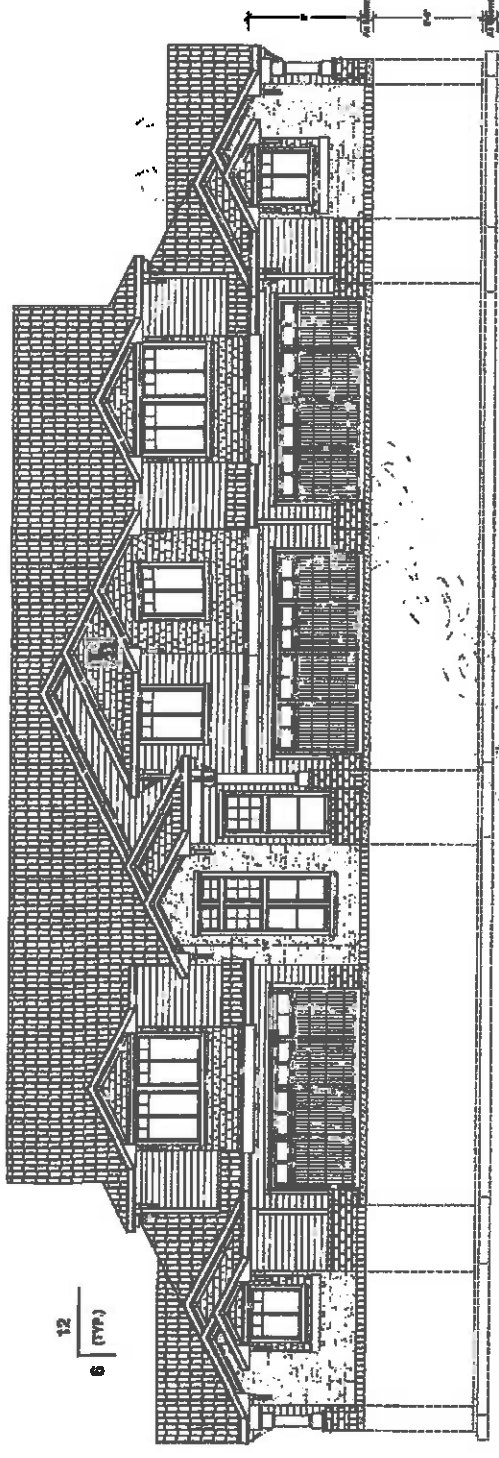
C. ARCHITECTURAL SERVICES, INC.  
 1000 W. 10th Street, Suite 100  
 Oklahoma City, Oklahoma 73106  
 Phone: (405) 521-1111  
 Fax: (405) 521-1112

House Plans From  
**Design Concepts**  
 Residential Group  
 (505) 922-9716

22 South Main Street  
 Suite 100-F  
 Canton, Miss. 39014  
 (601) 368-4444

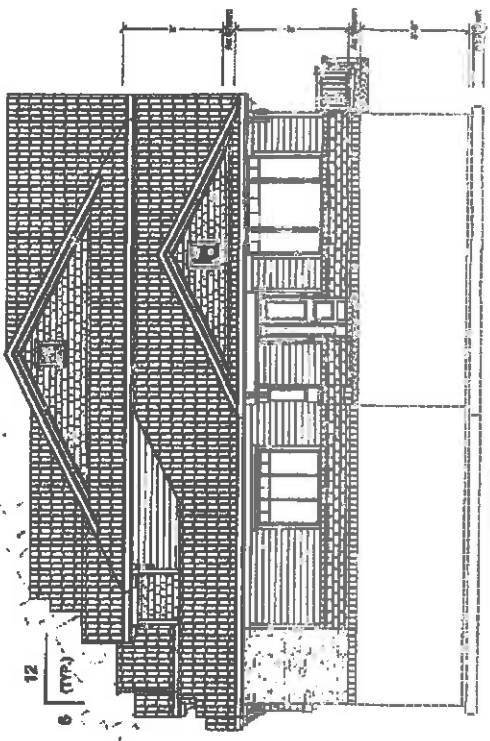
09-014  
 Permit No. MA-9847  
 August 28, 2009  
 A-4

Michelle Nork P.L.L.C.  
 2099 N. 1st  
 P.O. Box 112  
 Tulsa, OK 74110  
 (918) 438-1122



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

This drawing is not to be used for construction or other purposes without the written consent of the architect. It is the responsibility of the client to obtain all necessary permits and approvals from the appropriate authorities. The architect is not responsible for any errors or omissions in this drawing.



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

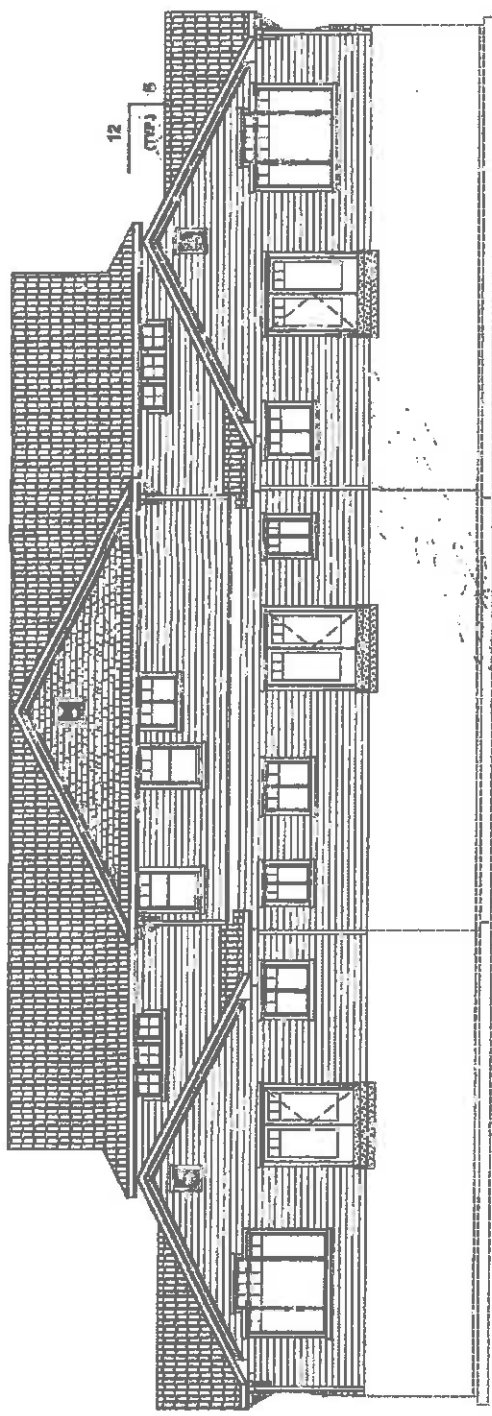
**A-5**  
 14-5874  
 1/18/2018  
 1/18/2018  
 1/18/2018

**House Plans From**  
**Designs by the Group**  
 (801) 292-9716

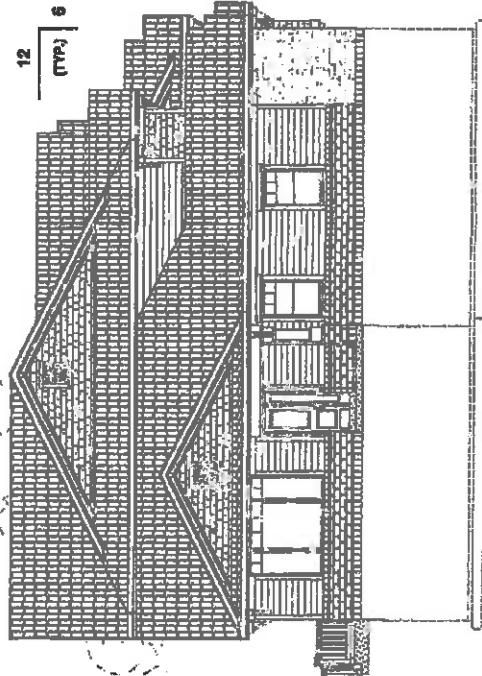
**28 South Main Street**  
 Suite 110-F  
 Canyon, UT 84014

**09-011**  
**14-5847**  
 Date: 1/18/2018  
 Project: 1/18/2018  
**A-5**

**Nichols Nook P.J.D.**  
 1/18/2018  
 1/18/2018  
 1/18/2018



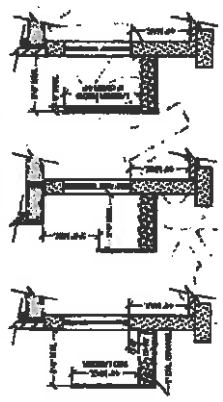
**Front Elevation**  
 Scale: 1/4" = 1'-0"



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



**PLAN VIEW**  
 SCALE: 1/4" = 1'-0"



**SECTION VIEW**

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

1. The window well shall be constructed of reinforced concrete or masonry. The window well shall be finished with a smooth, light-colored surface. The window well shall be finished with a smooth, light-colored surface. The window well shall be finished with a smooth, light-colored surface.

2. The window well shall be finished with a smooth, light-colored surface. The window well shall be finished with a smooth, light-colored surface. The window well shall be finished with a smooth, light-colored surface.

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6. The window well shall be finished with a smooth, light-colored surface. The window well shall be finished with a smooth, light-colored surface. The window well shall be finished with a smooth, light-colored surface.

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8. The window well shall be finished with a smooth, light-colored surface. The window well shall be finished with a smooth, light-colored surface. The window well shall be finished with a smooth, light-colored surface.

9. The window well shall be finished with a smooth, light-colored surface. The window well shall be finished with a smooth, light-colored surface. The window well shall be finished with a smooth, light-colored surface.

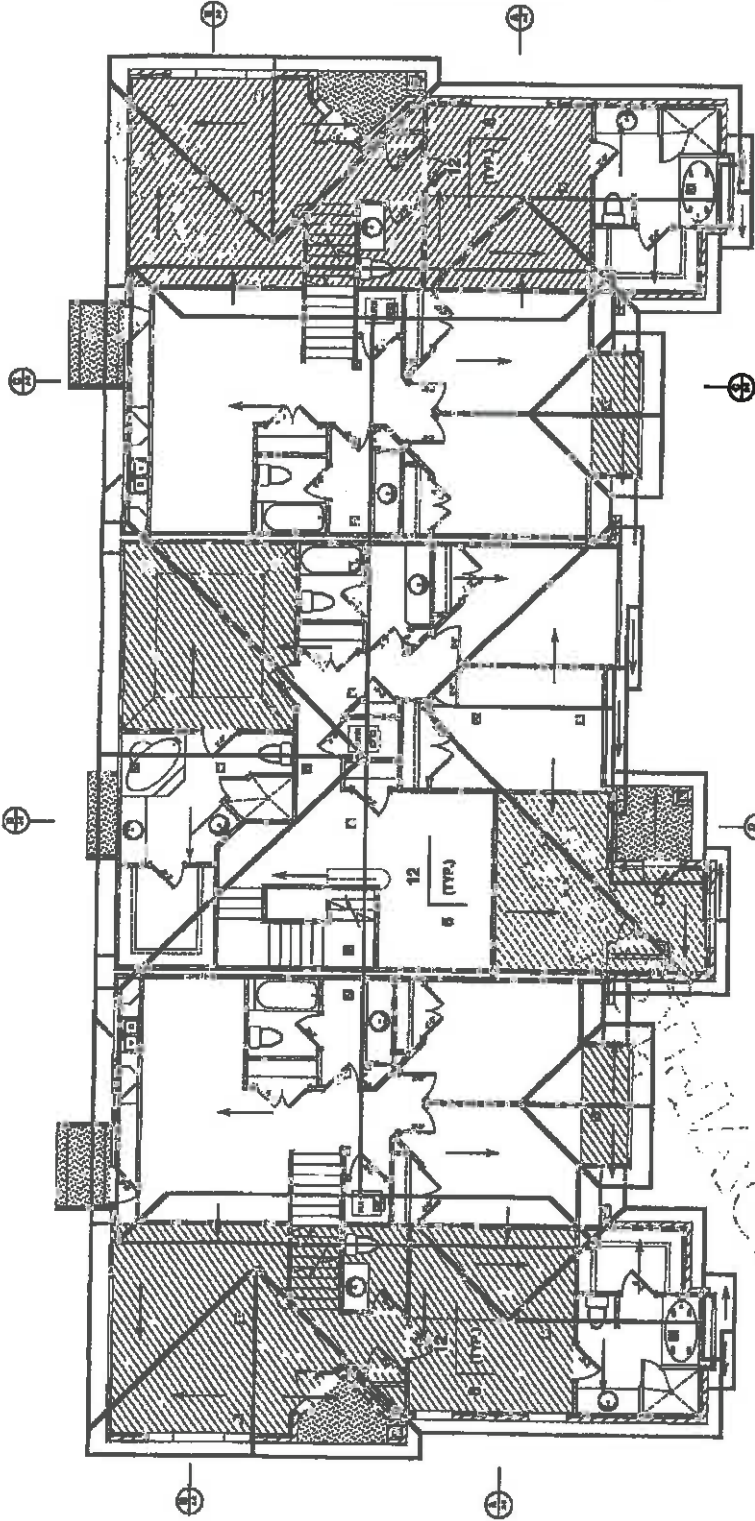
10. The window well shall be finished with a smooth, light-colored surface. The window well shall be finished with a smooth, light-colored surface. The window well shall be finished with a smooth, light-colored surface.

These drawings are the property of the architect and are not to be used for any other project without the written consent of the architect. The architect shall not be responsible for any errors or omissions in these drawings. The architect shall not be responsible for any errors or omissions in these drawings. The architect shall not be responsible for any errors or omissions in these drawings.

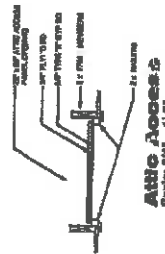
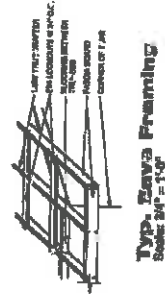
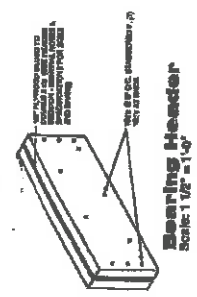
These drawings are the property of the architect and are not to be used for any other project without the written consent of the architect. The architect shall not be responsible for any errors or omissions in these drawings. The architect shall not be responsible for any errors or omissions in these drawings. The architect shall not be responsible for any errors or omissions in these drawings.

**EXHIBIT B**

<b>A-6</b> Page Number 11-5874	<b>A-6</b> Page Number August 11, 1998 P. No. 11-5874	<b>Davis Lofts Inc.</b> Residential Design Group No. 74 (801) 922-9716	25 South 1st Street Salt Lake City, Utah 84143	08-014 Project Number 11-5847	<b>A-6</b> Page Number August 11, 1998 P. No. 11-5874
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**Roof Layout Plan**  
Scale 3/4" = 1'-0"



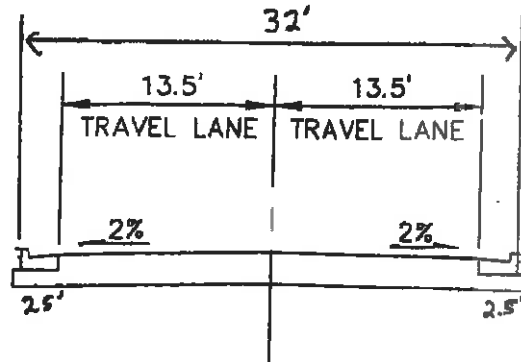
**NOTES:**  
1. Indicate any special conditions noted on this drawing that are to be used in connection with the performance of these drawings to be used.  
2. All work shall conform to the applicable code provisions of the International Building Code, 2003 Edition, and all other applicable codes and regulations.  
3. All work shall be done in accordance with the applicable provisions of the International Building Code, 2003 Edition, and all other applicable codes and regulations.  
4. All work shall be done in accordance with the applicable provisions of the International Building Code, 2003 Edition, and all other applicable codes and regulations.  
5. All work shall be done in accordance with the applicable provisions of the International Building Code, 2003 Edition, and all other applicable codes and regulations.  
6. All work shall be done in accordance with the applicable provisions of the International Building Code, 2003 Edition, and all other applicable codes and regulations.





EXHIBIT C

*LOCAL*

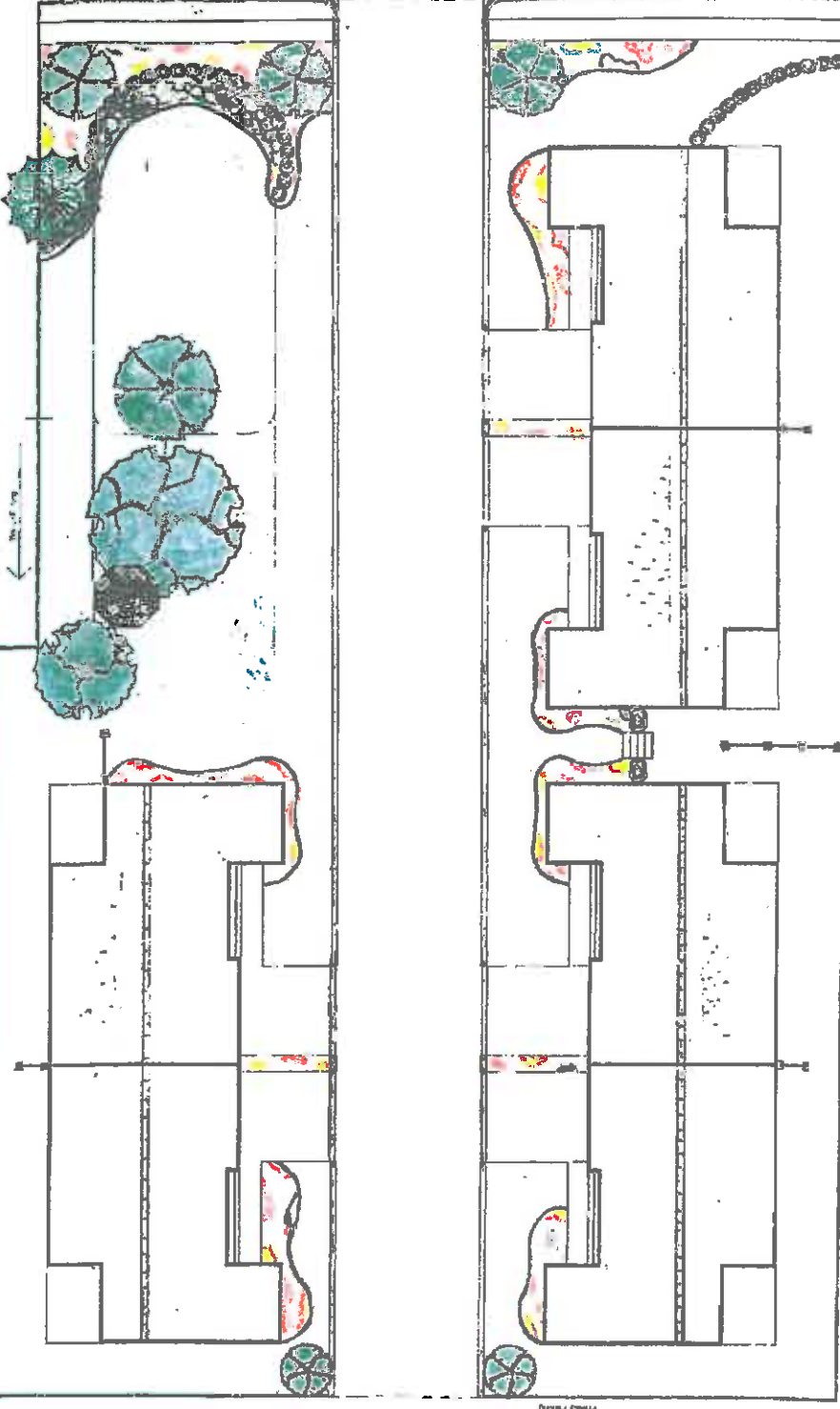


32-FOOT RIGHT-OF-WAY

2 LANES

*ROAD SECTION*

Concept Plan for Nicholls Nook



H.S. M. & PUD  
 400 S. ...  
 Fort ...  
 Scale 1 inch = 8 feet  
 National Landscape & Garden Design, LLC  
 1000 ...  
 (714) 940-1111

EXHIBIT D





Concept Plan for Nicholls Nook

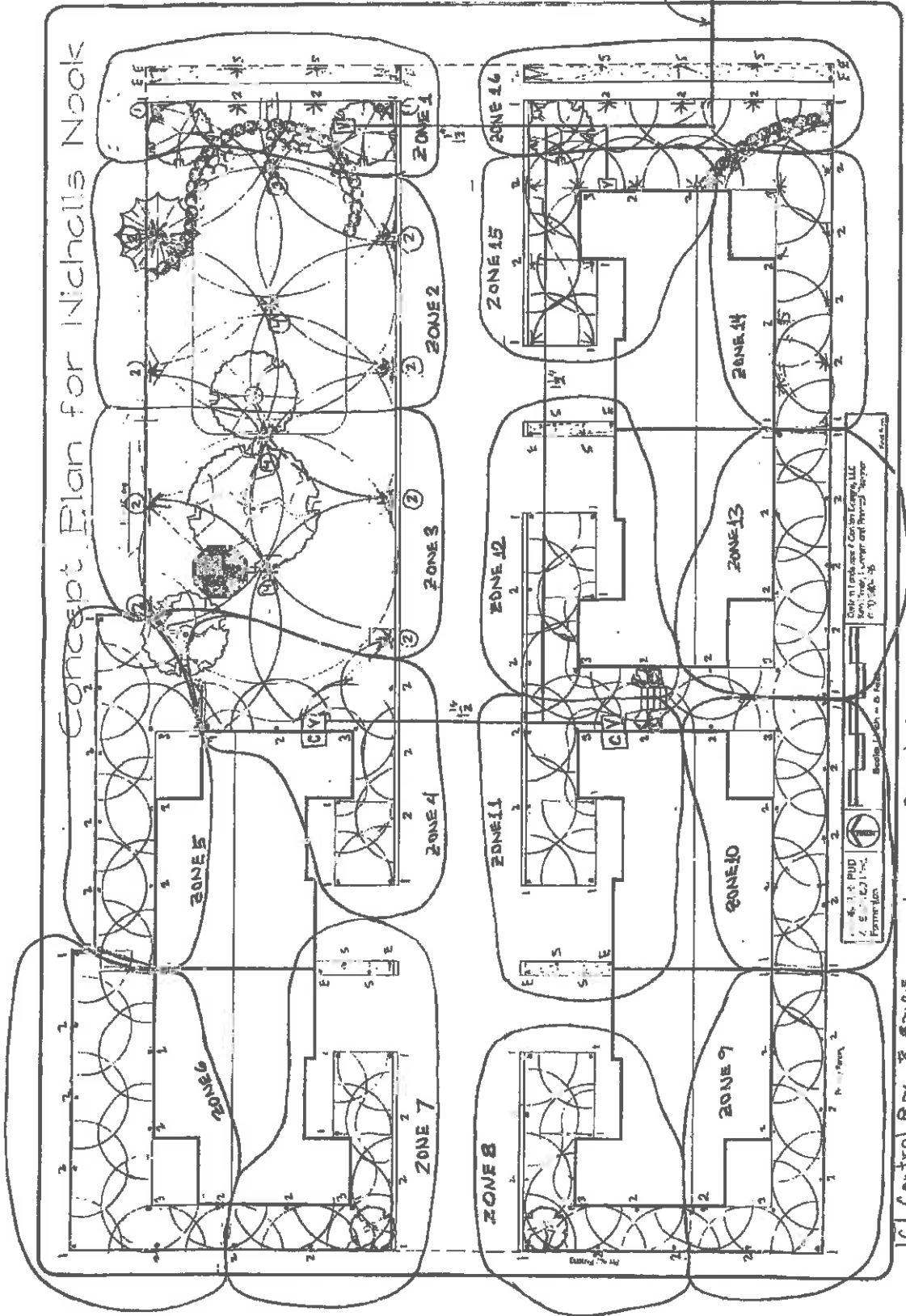


EXHIBIT D

## CITY COUNCIL AGENDA

For Council Meeting:  
July 15, 2014

### **S U B J E C T: Minute Motion Approving Summary Action List**

1. Approval of Minutes from July 1, 2014
2. Municipal Advisory Services Agreement with Zions Bank Public Finance
3. Amended Employment Agreement for City Manager

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

# FARMINGTON CITY COUNCIL MEETING

July 1, 2014

---

## WORK SESSION

*Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, Finance Director Keith Johnson, City Engineer Chad Boshell, Associate Planner Eric Anderson, Parks & Recreation Director Neil Miller, Fire Chief Guido Smith, Deputy City Recorder DeAnn Carlile and Recording Secretary Cynthia DeCoursey*

### Funding Plan for Park and Gym

**Keith Johnson** said the City plans to obtain a \$5,000,000 general obligation bond and \$1,600,000 from the RAP tax to construct the new gym and park. If the bond passes, there will be a tax increase of \$4.11 per \$100,000 home, and impact fees will also be used for funding. **Dave Millheim** directed the Council to consider whether or not the \$5,000,000 is sufficient and how the money should be used. The Davis School District may not help with the funding but said they will consider the long-term maintenance of the gym.

## REGULAR SESSION

*Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, City Engineer Chad Boshell, Associate Planner Eric Anderson, Parks & Recreation Director Neil Miller, Fire Chief Guido Smith, Deputy City Recorder DeAnn Carlile and Recording Secretary Cynthia DeCoursey*

### **CALL TO ORDER:**

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

**Cory Ritz** offered the invocation, and **Doug Anderson** led the Pledge of Allegiance.

### **REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:**

#### Executive Summary for Planning Commission meeting held June 19, 2014

**Eric Anderson** reported that the Planning Commission:

- Item #3 – Recommended approval of a request to amend the Preliminary Plat for The Meadows at City Park Subdivision;
- Item #4 – Approved a conditional use permit for a detached garage at 167 East 100 North;
- Item #5 – Approved a temporary use for an fireworks sales tent at 1284 North 1075 West;
- Item #6 – Discussed Chapter 12 regarding Conservation Subdivisions;
- Item #7a – Approved a U-Haul dealership in the BR Zone (97 North Main).



Motion:

**Cory Ritz** made a motion to discuss the Funding Plan for the Gym and Park after the Summary Action list. **Jim Young** seconded the motion which was unanimously approved.

**PUBLIC HEARING:**

**Preliminary PUD Master Plan for the Meadows at City Park**

**Dave Millheim** said this is an infill project and the Planning Commission recommended approval; however, some residents are concerned about the 5-foot setback requirement. The City's PUD Ordinance does not clearly define a "large" subdivision—in the past it has applied to any subdivision over one lot. **Eric Anderson** said the new developer changed the layout slightly, and there is a development agreement attached to the property which memorialized the setbacks.

Public Hearing:

The Public Hearing was opened at 7:20 p.m.

**Henry Werner**, 127 West State Street, asked why the City would allow 5-foot setbacks when setbacks adjacent to his parcel are 30 feet. It is ridiculous to have only 5 feet between homes, and a PUD does not fit in this area. He proposed moving the street next to the property line which would facilitate higher setbacks.

**Dave Erickson**, 137 West State Street, develops 100-unit PUD senior communities and recently purchased a home in this area. Because this is a preliminary plat, there are no vesting rights at this point. Farmington's ordinance does not specify a certain setback, and he asked the City to reconsider the layout and possibly require: (1) a height reduction; (2) greater setbacks; (3) landscaping, or (4) fencing

The Public Hearing was closed at 7:30 p.m.

**Doug Anderson** looked at the property and said the PUD would be very tight. He asked for more details regarding the Planning Commission meeting, and **Eric Anderson** said the item was reopened later in the meeting. **Dave Millheim** said if that actually happened, the item should have been tabled. He advised the Council to table the item to allow time for the City Attorney to review related issues.

Motion:

**John Bilton** made a motion to table this item for further review of Chapter 27 regarding PUDs and to counsel with the City Attorney. **Cory Ritz** seconded the motion which was unanimously approved.

**PRESENTATION OF PETITIONS AND REQUESTS:**

**Proposed change to Fire Sprinkler Ordinance**

**Eric Miller** said the City's existing Fire Sprinkler Ordinance is not user friendly, and although staff has been working diligently toward drafting a new ordinance, they need additional time. Fire Chief **Guido Smith** said Farmington was one of four cities in Utah to adopt this Ordinance in 2005, and many other cities wish they had adopted it. Although it is not perfect, the sprinkler system portion is ready to be approved. The only outstanding concern is an access question related to the 150-foot setback.

**Jerry Preston**, 347 East 100 North, homebuilder and resident of Farmington, said this Ordinance is very confusing, but a lot of progress has been made. He agreed with **Eric Miller** and **Chief Smith** that either motion would be fine. Sufficient access is a much better product than fire sprinklers because there is no control over the maintenance of sprinklers.

**Warren Wakeland**, 1356 Fox Glove Road, CEO for the Northern Wasatch Homebuilders Association, pointed out that the cost to sprinkle a residential home can be as high as \$3.66 per square foot, and many homeowners simply disconnect the systems shortly after inspection. The systems can also cause thousands of dollars of water damage, and the HBA recommends fire extinguishers which are highly cost effective.

**Dave Millheim** apologized to **Eric Miller**, **Jerry Preston** and **Chief Smith** for his anger when he discovered that this issue had not been resolved and all parties were not in agreement. The **Mayor** said it would be in the best interest of all parties to allow more time, and the Council agreed. **Chief Smith** said he would like a chance to provide more information regarding fire sprinklers, and **Eric Miller** suggested having a work session to discuss the Ordinance.

Motion:

**John Bilton** made a motion to table this item for further analysis and review of the issues. **Doug Anderson** seconded the motion which was unanimously approved.

**Final Plat for Phase 1 of the Station Avenues Subdivision and Development Agreement**

**Eric Anderson** said the main issue holding up this project was the storm water; all of the other issues have been resolved.

**Leslie Mascaro** said Henry Walker Homes was recently purchased by Oakwood Homes in Denver, Colorado. Because of the historical flow in the area, they will provide a detention pond in the second phase and are continuing to work with the City and the Army Corps of Engineers on delineation. She pointed out an error on the proposed Development Agreement—Phase 1 will include 44 units on 5.26 acres.

**Doug Anderson** received an email from a resident who is concerned about traffic impacts to 1100 West. He asked if two exits would be sufficient and was told that the City Traffic Engineer said it would. **Brigham Mellor** thinks the project is a great fit for the area, and the change in density is not too abrupt.

Motion:

**John Bilton** made a motion to approve the Final Plat and Development Agreement for Phase 1 of the Station Avenues Subdivision, with a correction to Recital C of the Development Agreement stating 5.26 acres rather than 4.66 acres and subject to all applicable Farmington City codes and development standards and the three conditions and six findings included in the staff report. **Brigham Mellor** seconded the motion which was approved by Council Members **Anderson, Bilton, Mellor and Young**. **Cory Ritz** voted against the motion because of significant neighborhood concerns, the overall plan and style of construction, and street/traffic impacts.

### **Construction of Stoneybrook and 100 East Waterline Replacement Project**

**Chad Boshell** reported that the City received three bids for this project and awarded the bid to Ormond Construction which was less than half the budgeted amount. The waterline, cross gutters and laterals on 100 East from Continental to 720 South and on Stoneybrook will be replaced. Construction will begin as soon as possible because of tight weather deadlines.

#### **Motion:**

**John Bilton** made a motion to approve the bid and contract from Ormond Construction for the construction of waterline replacement and improvements in the amount of \$118,872.05 to be paid from the water fund and storm drain fund. **Cory Ritz** seconded the motion which was unanimously approved.

### **Construction of FY2015 Road Maintenance Project – Kilgore Contracting**

**Chad Boshell** said this project includes road overlays, reconstruction, and chip seal along with other crack sealing and patching. Kilgore Contracting submitted the lowest bid which was also under budget.

#### **Motion**

**Jim Young** made a motion to approve the contract and bid from Kilgore Contracting for the construction of road maintenance improvements in the amount of \$404,666.79 to be paid from the street maintenance fund and the parks fund. **Brigham Mellor** seconded the motion which was unanimously approved.

### **Advanced Paving – 650 West Road Widening Project**

**Chad Boshell** said Advanced Paving submitted the lowest bid, and the City plans to reduce costs by: (1) reusing fill from the excavation of the road; (2) providing City dump trucks/men to haul the excess material to the park site; and (3) relocating two fire hydrants. One lane will remain open during most of the construction; the entire road may need to be closed for a short time. **Cory Ritz** suggested that the City ask property owners if they want red curbing in front of their property. The City Manager thanked **Chad Boshell** and said it has been extremely helpful to have a City Engineer on staff.

#### **Motion:**

**Cory Ritz** made a motion to approve the contract and bid from Advanced Paving for the construction of the widening of 650 West in the amount of \$117,960 to be paid from the fund balance and to have the Public Works Department excavate, export and import the shoulder material to reduce the cost. **Jim Young** seconded the motion which was unanimously approved.

## **SUMMARY ACTION**

### **Minute Motion Approving Summary Action List**

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

#### **Motion:**

**Jim Young** made a motion to approve the two items on the Summary Action List with one amendment to the June 17, 2014 minutes. **Doug Anderson** seconded the motion which was approved by Council Members **Anderson, Mellor, Ritz** and **Young**. **John Bilton** abstained from voting on the June 17<sup>th</sup> Minutes because he did not attend the meeting.

### **Funding Plan for Gym and Park**

**Dave Millheim** said the highest priority is to determine the amount of money the City should request. **Doug Anderson** and **Brigham Mellor** both agreed that the City should request a higher amount now to take advantage of the interest rate and to avoid asking for more funding in the future. **Cory Ritz** agreed that it would be very difficult to get a second chance.

#### **Motions:**

**Brigham Mellor** made a motion to approve a funding plan for a \$6.5 million G.O. Bond and a RAP tax. **Cory Ritz** seconded the motion which was approved by **Brigham Mellor** and **Cory Ritz**. **Doug Anderson, John Bilton, and Jim Young** did not approve.

**Cory Ritz** made a motion to approve a funding plan for a \$6 million G.O. Bond and a RAP tax, both of which will be on the ballot in November 2014. **Brigham Mellor** seconded the motion which was approved by **Doug Anderson, Brigham Mellor, John Bilton** and **Cory Ritz**; **Jim Young** did not approve because he felt it was more prudent to follow the **Mayor's** recommendation for a \$5 million G.O. Bond.

## **GOVERNING BODY REPORTS:**

### **City Manager – Dave Millheim**

- The Fire Department's Monthly Activity Report for May was included in the staff report.

### **Mayor – Jim Talbot**

- He spoke with **Craig Holmes** and asked him to submit a document to the City stating the end of his lawsuit against the City.

- He received an email from resident **Kristen Harbertson** who is unhappy about Victoria's Secret advertising in Station Park. He spoke with the marketing director at Station Park who said that was the only complaint they have received.
- He thanked the Council for signing up to volunteer during Festival Days and said Chairman **Sid Young** is concerned about candy being thrown during the parade. The Council suggested having the Youth City Council assist.
- He asked about the large, white box in front of City Hall and was told that it is a bicycle locker. He asked staff to move it to the back of City Hall.
- He would like an update on the old church site on Main Street, and the City Manager agreed to follow up on the matter.
- A resident spoke to him about the possibility of building a Charter School on the Old Farm Property.
- He stated his opinion that monetary donations outside of Farmington City non-profits should be discouraged as a matter of Council policy.

### City Council

#### Doug Anderson:

- The Trails Committee is considering a new trail.
- He thanked staff for their assistance in grading the old Pipeline Road and said the residents were pleased.

#### John Bilton:

- He asked for an update regarding the business park and was told that the City recently met with two very large developers referred by EDU and Davis County.

#### Brigham Mellor:

- A resident sent an email regarding the CC&Rs in his HOA, and **Dave Millheim** said the City will not deal with HOAs and CC&Rs because they are civil matters.

#### Cory Ritz:

- He asked how the **Doug Allen** issue is progressing, and the City Manager said the barricade is down and the paint has been removed from the road. Mr. Allen has acknowledged this as a public use right-of-way.

#### Jim Young:

- He asked if the gym/park motion could be reopened, and the City Manager said yes.

Motion:

**John Bilton** made a motion to reopen the vote to fund the park and gym. **Cory Ritz** seconded the motion which was unanimously approved.

Motion:

**Cory Ritz** made a motion to approve the funding plan for the gym and park which will include a \$6,000,000 general obligation bond and a \$1,600,000 RAP tax, both of which will be on the ballot in November. **Brigham Mellor** seconded the motion which was approved by Council Members **Doug Anderson, Brigham Mellor, John Bilton, Cory Ritz** and **Jim Young**.

**CLOSED SESSION**

Motion:

At 10:15 p.m. **Jim Young** made a motion for the Council to go into a closed meeting to discuss litigation. The motion was seconded by **John Bilton** and unanimously approved.

**Sworn Statement**

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

---

**Jim Talbot**, Mayor

Motion:

At 10:45 p.m. a motion to reconvene into an open meeting was made by **Brigham Mellor**. The motion was seconded by **John Bilton** and unanimously approved.

**ADJOURNMENT**

Motion:

**John Bilton** made a motion to adjourn the meeting. The motion was seconded by **Cory Ritz** and unanimously approved, and the meeting was adjourned at 10:45 p.m.

---

**DeAnn Carlile**, Deputy City Recorder  
Farmington City Corporation

# FARMINGTON CITY



H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: July 10, 2014

Subject: **APPROVE THE MUNICIPAL ADVISORY SERVICES AGREEMENT WITH ZIONS BANK PUBLIC FINANCE.**

### RECOMMENDATIONS

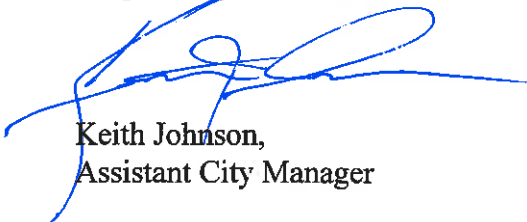
Approve the enclosed agreement with Zions Bank Public Finance to continue to be the Municipal (Financial) Advisor to the City for bonding and related matters.

### BACKGROUND


The current Agreement with Zions to be the financial advisor to the City has expired and so this is a new agreement with them. Zions is keeping their rates for services as is with no increases. The City is heavily involved at this time with Zions on the G.O. bonding and RAP tax election for this fall and would not want to consider a change in midstream at this time. Zions has been great to work with and have really meet the needs of the City in any kind of funding that has been needed by the City. Because of some changes to the law by the SEC, it is now called a municipal advisor service agreement instead of financial advisor service agreement.

Respectfully Submitted,

Review and Concur.



Keith Johnson,  
Assistant City Manager



Dave Millheim,  
City Manager

**Agreement  
for  
Municipal Advisory Services**

THIS AGREEMENT is being entered into as of the 1<sup>st</sup> day of July, 2014 by and between Farmington City, Utah hereinafter (the "City") and ZIONS BANK PUBLIC FINANCE, a division of Zions First National Bank, hereinafter "Zions".

**WITNESSETH**

WHEREAS, the City desires to receive professional advice from an independent Municipal Advisor; and

WHEREAS, Zions desires to provide such advice and service to the City, and

WHEREAS, Zions is an independent Municipal Advisory firm, fully registered as such with both the Securities Exchange Commission and with the Municipal Securities Rulemaking Board; and

WHEREAS, the City desires assistance from Zions relating to the following:

All financings of the City, including, but not limited to general obligation bonds, revenue bonds, lease revenue bonds, special assessment bonds, tax increment bonds, notes, and leases issued by the City, its Local Building Authority, RDAs, EDAs, and CDAs, and any other financing tools heretofore developed that may be beneficial for the City's use.

NOW, THEREFORE, the City and Zions agree as follows:

1. Zions Bank Public Finance acknowledges that, under this Agreement, it has a fiduciary duty to the City and agrees to act in the City's best interests. Zions agrees to provide the following services to the City as requested:
  - a) Render expert financial advice and assistance on fiscal matters pertaining to debt policies and procedures, the level and trend of fund balances, debt ratios, funding options, and the issuance and sale of the City's securities, including notes, bonds, leases, and other forms of securities or financings.
  - b) Provide written advice and recommendations concerning financing structures including length of amortization, ratings and insurance, maturity schedules, interest rates, call provisions, premiums and discounts, security provisions, coverage covenants, and other terms of existing or proposed debt which Zions believes will be most satisfactory to the City's goals and objectives.
  - c) Assist in the selection of other financing team members including, but not limited to, bond counsel, disclosure counsel, underwriter/purchaser(s), trustees, paying agents, bond registrars, escrow agents, escrow verification agents, rating agencies, bond insurers, arbitrage rebate consultants, etc. Zions will direct the financing team with the task of keeping team members on schedule and within budget.
  - d) Work cooperatively with the City's other financing professionals to the end that securities may be legally and successfully sold and issued. All other financing professionals will be paid by the City.
  - e) Advise and assist in selecting the most advantageous method of sale.
  - f) If a negotiated sale is deemed most advantageous to the City, Zions will assist in soliciting and analyzing underwriter proposals, and selecting the underwriter(s). Zions will also provide advice regarding the underwriter's compensation and the appropriateness of the yields, coupons, and other terms proposed by the underwriter(s).



- g) If a competitive sale is selected, Zions will coordinate with the provider of the electronic or other platform and provide all information necessary to offer the securities using this method. Zions will verify the calculation of the winning bidder and restructure the maturities to provide the City with its desired payment structure.
  - h) Attend meetings as requested by the City to discuss and formulate plans about proposed financings. This may include public hearings and formal meetings of the City's governing body.
  - i) Assist the City in its preparation of financing documents, data, etc. as may be required by any state or federal agency, rating agencies, bond insurers and underwriters.
  - j) Assist with the preparation and review of an Official Statement, or other offering documents, for each security issue, setting forth financial and other information about the City and the securities being offered for sale.
  - k) Participate in a "Due Diligence" meeting of the City prior to the finalization and distribution of any Official Statement in an effort to ensure full and complete disclosure of all information which could be considered "material" to any purchaser of bonds. The City understands that as a condition of marketing the bonds, it will be necessary to authorize and direct its appropriate officers to execute a certificate for insertion in the Official Statement and closing documents, confirming the truth and accuracy of all information contained in the Official Statement.
  - l) Deliver the Official Statement or other offering document, together with the Notice of Sale, to underwriters or potential purchasers of the City's securities.
  - m) Submit information concerning the proposed financing(s) to selected rating agencies in an effort to obtain favorable ratings on the City's financings.  
  
If requested, Zions will organize, assist in the preparation of, and participate in the City's presentations made to rating agencies, bond insurers, or investors in New York City, San Francisco, or other locations. The actual fees and related expenses of any such presentation are to be paid by the City.
  - n) Coordinate the closing of the debt issue, including the transfer of funds and the delivery of the securities to the underwriter(s) or purchaser(s).
  - o) Monitor market conditions to identify refunding opportunities for interest savings. Analyze purported savings in refunding proposals made by other market participants.
  - p) Assist with post-closing compliance issues such as private use and tax-exemption issues, audits by regulators or federal agencies, arbitrage compliance, etc.
  - q) Draft the Preliminary Official Statement and the Final Official Statement for a fee, and if desired by the City.
  - r) Prepare studies regarding general plans, capital facility plans, impact fees, utility rates, tax increment studies, economic development studies, feasibility studies, business license fees, grants, assessment administration and other studies or services for a fee and as requested by the City.
  - s) Assist in gathering, preparing and submitting information to the MSRB's EMMA repository all information necessary to comply with the City's continuing disclosure obligations. Zions will also monitor and help provide compliance with all material event notices that must be filed to comply with SEC regulation 15c2-12.
2. Zions hereby confirms that it is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board (the "MSRB"). Under MSRB Rule G-23, Zions will not serve as underwriter for any bonds to be issued in a financing for which we are acting as the City's Municipal Advisor.

In addition, Zions will not provide municipal advisory services to the City under this Agreement with respect to any commercial banking transaction between the City and Zions, including but not limited to bank loans, lines of credit,

liquidity facilities, letters of credit, credit cards or other forms of credit enhancement or direct purchases of the City's bonds.

3. The City agrees that in consideration for the foregoing services to be performed by Zions, the City will do the following:
  - a) The City will cooperate with Zions and will provide all information which is reasonably required to enable Zions to fulfill its duties to the City.
  - b) The City will pass such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities and other related services.
  - c) The City will furnish Zions with certified copies of all minutes from meetings and proceedings taken, affidavits of publications, etc., in connection with any of the securities issued by the City.
  - d) The City will pay Zions for services herein outlined and other services incidental hereto in accordance with **Exhibit A** of this Agreement.
4. It is understood that the execution of this Agreement secures the services of Zions as the City's Municipal Advisor for a period of three (3) years. Either party may cancel and terminate this Agreement, for any reason, 60 days prior to any anniversary date of the Agreement.
5. The information used in developing forecast assumptions will be derived from published information and other sources that Zions considers appropriate. However, Zions does not assume responsibility for the accuracy of such material. Forecasts are subject to many uncertainties; therefore, Zions does not represent that any projections of growth will be representative of the results that actually will occur.
6. Zions agrees to indemnify, save harmless and defend the City from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of Zions' negligent performance hereunder as such negligence may be determined by law.
7. Zions' services consist solely in providing expert and experienced assistance to municipalities as a municipal advisor and consultant. Zions does not render any legal, accounting or actuarial advice.
8. This Agreement constitutes the entire Agreement between the parties provided, however, that notwithstanding anything to the contrary herein, the parties agree that Zions may assign this Agreement at any time and without prior consent or notice, to its wholly-owned subsidiary, Zions Public Finance, Inc. ("ZPFI"), whereupon all duties, responsibilities, and liabilities hereunder shall be assumed and performed by ZPFI, and Zions duties, responsibilities, and liabilities hereunder shall thereupon cease. Zions or ZPFI will notify the City promptly following the occurrence of any such assignment.
9. This Agreement shall be interpreted under the laws of and enforced in the courts of the State of Utah.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Farmington City  
Davis, UTAH

ATTEST:

By \_\_\_\_\_  
Mayor H. James Talbot

\_\_\_\_\_

ZIONS BANK PUBLIC FINANCE,  
A division of Zions First National Bank

By \_\_\_\_\_  
Johnathan Ward, Vice President

**Exhibit A****FEE Schedule****For Services outlined in Section 1(a) through 1(p) of the Agreement**

Bonds with proceeds under \$2 million	\$4.75 per thousand
Bonds with proceeds between \$2 and \$5 million	\$3.00 per thousand
Bonds with proceeds between \$5 - \$10 million	\$2.50 per thousand
Bonds with proceeds in excess of \$10 million	\$2.00 per thousand

It is understood that our fee will not be payable unless or until bonds are actually approved, issued and sold and the proceeds are available for your disposition. It is also understood that in no case will Zions charge less than \$8,000 for the advisory services provided in conjunction with the issuance of bonds or notes.

Additionally, the City agrees to reimburse Zions for out-of-pocket expenses including costs related to out-of-state travel, computer, election brochures, e-commerce, postage, copying, etc. Such costs will be at the City's request and will not be in excess of \$1,000 without City approval.

**Fee Schedule****For POS and OS Services outlined in Section 1(q) of the Agreement**

If the City desires that Zions draft the preliminary official statement and final official statement, the City will pay Zions an additional fee of \$4,000 for each issue.

**Fee Schedule****For Studies Services outlined in Section 1(r) of the Agreement**

If the City desires that Zions prepare a study, the City will pay Zions an additional, mutually-agreed upon fee after the scope of the study has been determined.

**Fee Schedule  
For Continuing Disclosure Services outlined in Section 1(s) of the Agreement**

If the City desires that Zions prepare and file its annually required continuing disclosure reports required by SEC Regulation 15c2-12, the City will pay Zions an additional, fee based on the following schedule:

<u>Filing Fees<sup>1</sup>:</u>	<u>Fee for Annual Financial Information Filing</u>
<b>Base Fee for all General Obligation Bonds Issued</b>	<b><u>\$2,000.00</u></b>
<b>Additional Bonds Issued:</b>	
Lease Revenue Annual Appropriation Bonds (includes all lease revenue bonds issued).....	500.00
Revenue Bonds (includes all enterprise revenue bonds issued).....	1,500.00
Tax Increment Bonds (includes all tax increment bonds issued).....	1,500.00
Excise Tax Revenue Bonds (includes all excise revenue bonds issued).....	1,500.00
Special Assessment Bonds (includes all special assessment bonds issued).....	2,000.00
Other (includes all other bonds issued).....	500.00
<b>Material Event Notice Filing Fees:</b>	
Fee for Late Filing (submitted after [Insert date]).....	750.00
Fee for Material Event Filing.....	500.00

Annually, operating and financial information and audited financial statements will be submitted to the Electronic Municipal Market Access ("EMMA") by [insert date]. If the information is not filed within the specified timeframe, a Material Event Notice will be filed indicating the "late filing."

When applicable, Zions would charge a filing fee for services rendered in the event of a Material Event Notice. A "Material Event" in which disclosure is required will consist of the following:

- (a) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner but not more than ten (10) Business Days after the event:
  - (i) Principal and interest payment delinquencies;
  - (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
  - (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
  - (iv) Substitution of credit or liquidity providers, or their failure to perform;

<sup>1</sup> Zions reserves the right to increase the annual information filing fee (singularly or collectively for all types of bond issues) by not more than 2% per year for cost inflation factors. Zions will notify the issuer of these increases at each billing period.

- (v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;
  - (vi) Defeasances;
  - (vii) Tender offers;
  - (viii) Bankruptcy, insolvency, receivership or similar proceedings; or
  - (ix) Rating changes.
- (b) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:
- (i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
  - (ii) Appointment of a successor or additional trustee or the change of the name of a trustee;
  - (iii) Non-payment related defaults;
  - (iv) Modifications to the rights of the owners of the Bonds;
  - (v) Bond calls; or
  - (vi) Release, substitution or sale of property securing repayment of the Bonds.

# FARMINGTON CITY



H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: July 10, 2014

**SUBJECT: AMENDED EMPLOYMENT AGREEMENT FOR CITY  
MANAGER**

### RECOMMENDATION

By minute motion, approve the five (5%) percent merit increase for the City Manager and authorize the Mayor to amend his employment agreement accordingly.

### BACKGROUND

The Council met recently in closed session as part of a performance evaluation and felt a five percent merit adjustment for the City Manager was in order. The existing Contract contains the following provision: "Compensation increases and/or bonuses may be provided by the City at the discretion of the City Council and will not require contract amendment but must be approved in a duly noticed Council meeting." For this reason, this item is brought before you for a formal approval. No other portions of the employment agreement are being modified except the merit adjustment.

Respectfully Submitted (with gratitude)

Dave Millheim  
City Manager

## CITY COUNCIL AGENDA

For Council Meeting:  
July 15, 2014

**SUBJECT: Finalization of Park/Gym Funding**

### **ACTION TO BE CONSIDERED:**

Decide what to spend the GO bond and RAP tax on for the park and gym.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by Keith Johnson.

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



# FARMINGTON CITY



H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Mayor and City Council  
From: Keith Johnson, Assistant City Manager  
Date: July 10, 2014  
Subject: **UPDATE FUNDING PLAN FOR THE PARK AND GYM.**

### RECOMMENDATIONS

Decide what to spend the G.O. bond and RAP tax on for the Park and gym.

### BACKGROUND

The funding plan for the gym and park will be \$6,000,000 from G.O. bond proceeds, the \$1,600,000 from the RAP tax both of which will be on the ballot this November. This will be a tax increase of around \$ 8.00 per \$100,000 home over and above the tax for the \$3.5 million for a total tax of \$ 20.00 per \$100,000 home for the total bond. There is also around \$550,000 in savings and impact fees that can be used for the gym and park. The architects say that a gym the same size as the one in Clearfield, which is the bigger size, can be built for \$4,500,000 to \$5,000,000 and the park for around \$5,000,000. There will have to be improvements done to 650 W in front of the park and 1100 W in front of the gym and park area.

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

The City needs to be clear on what it intends to do with these funds and what will be built in order to pass this information onto the voters.

Respectfully Submitted,

Keith Johnson,  
Assistant City Manager

Review and Concur,

Dave Millheim,  
City Manager

# Farmington City, Utah Schedules for Consideration - Debt Service and Tax Impact Analysis As of July 7, 2014

Projected Year	Property Taxes (1)				Transfers		Summary of Proposed			Incremental Impact		Business Impact		Residential Impact		Debt		Business Impact		Residential Impact		Business Impact	
	Fiscal Year Ending June 30	Total Available (Inc. or Exp. from previous year)	% change from previous year	% of total tax	Project tax re-credits applicable to current debt service	Total 2003 debt service	Total 2003 debt service	Total debt service	Total debt service	Total debt service	Annual fee adjustment for \$100,000 fair market value home	Annual fee adjustment for \$100,000 fair market value business	Annual fee adjustment for \$100,000 fair market value home	Annual fee adjustment for \$100,000 fair market value business	Tax rate adjustment needed for net debt	Annual fee adjustment for \$100,000 fair market value home	Annual fee adjustment for \$100,000 fair market value business	Annual fee adjustment for \$100,000 fair market value home	Annual fee adjustment for \$100,000 fair market value business	Annual fee adjustment for \$100,000 fair market value home	Annual fee adjustment for \$100,000 fair market value business		
2014	1,026,160,741	5.29	94.29	227,900	0.000331	221,900	221,900	221,900	0.000231	12.3	21.14	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2015	1,115,843,201	12.64	94.89	231,200	0.000321	231,200	231,200	231,200	0.000211	11.57	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2016	1,213,653,361	5.00	94.89	197,550	0.000172	197,550	197,550	197,550	0.000000	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2017	1,262,180,775	4.00	94.89	-	-	-	441,756	441,756	0.000250	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2018	1,300,046,190	7.00	94.59	-	-	-	441,756	441,756	0.000250	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2019	1,339,047,385	3.00	94.59	-	-	-	441,756	441,756	0.000250	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2020	1,379,215,012	3.00	94.59	-	-	-	441,756	441,756	0.000250	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2021	1,406,503,333	2.00	94.59	-	-	-	441,756	441,756	0.000250	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2022	1,434,939,460	2.00	94.59	-	-	-	441,756	441,756	0.000250	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2023	1,449,288,855	1.00	94.89	-	-	-	441,756	441,756	0.000250	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2024	1,449,288,855	-	94.59	-	-	-	441,756	441,756	0.000250	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2025	1,449,288,855	-	94.59	-	-	-	441,756	441,756	0.000250	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2026	1,449,288,855	-	94.59	-	-	-	441,756	441,756	0.000250	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2027	1,449,288,855	-	94.89	-	-	-	441,756	441,756	0.000250	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2028	1,449,288,855	-	94.59	-	-	-	441,756	441,756	0.000250	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2029	1,449,288,855	-	94.59	-	-	-	441,756	441,756	0.000250	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2030	1,449,288,855	-	94.59	-	-	-	441,756	441,756	0.000250	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2031	1,449,288,855	-	94.59	-	-	-	441,756	441,756	0.000250	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2032	1,449,288,855	-	94.59	-	-	-	441,756	441,756	0.000250	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2033	1,449,288,855	-	94.89	-	-	-	441,756	441,756	0.000250	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2034	1,449,288,855	-	94.89	-	-	-	441,756	441,756	0.000250	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
2035	1,449,288,855	-	94.89	-	-	-	441,756	441,756	0.000250	13.78	21.08	4.34	1.71	0.560677	21.08	7.89	0.000000	21.08	7.89	0.000000	21.08	7.89	
Total							\$ 6,105,000	\$ 2,353,033	\$ 3,751,967	\$ 1,821,350	\$ 1,930,617	\$ 13.74	\$ 7.56	\$ 0.000317	\$ 13.74	\$ 7.56	\$ 0.000317	\$ 13.74	\$ 7.56	\$ 0.000317	\$ 13.74	\$ 7.56	

(1) Collections are based on a calendar tax year (for example: collections received from January 1 through December 31, 2013 are accounted for in the city's fiscal year ending June 30, 2014).  
(2) Tax rate necessary to retire current debt service after fees and collections and transfers have been applied to debt service.  
(3) The estimated interest cost on future bond issues is based on current market interest rates plus 25 basis points.  
(4) Tax rate necessary to retire new total debt service after fees and collections and transfers have been applied to debt service.  
(5) Total tax rate necessary to retire the city's total debt service (based on all assumptions and variables).  
(6) Tax rate increase or (decrease) necessary to retire the city's total debt service (based on all assumptions and variables).

## CITY COUNCIL AGENDA

For Council Meeting:  
July 15, 2014

### **SUBJECT: City Manager Report**

1. Police and Fire Monthly Activity Reports for June
2. UDOT request to Demolish Ally Rose Home

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





# Farmington City Police Department 2014 - Summary Cont.

	Average	Total
Cases	173.17	1039

Reports	Officer	Crime	Accident	Supp	Total
	77.33	72.50	20.50	39.17	123

Citations	Total	Traffic	Speed	Parking	Other	Total
	106.67	73.00	214.00	3.00	31.33	640

Activities	2273.83	13643
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Investigations	Working #	Reports	Total
	39.17	37.50	225



# Farmington City Fire Department



## Monthly Activity Report

### June 2014



#### Emergency Services

**Fire / Rescue Related Calls:** 30  
*All Fires, Rescues, Haz-Mats, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Support, etc...*

**Ambulance Related Calls:** 63 / Transported 28 (44%)  
*Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, etc...*

**Calls Missed / Unable to adequately staff:** 4

**Urgent EMS Related Response Times (AVG):** 4.4 Minutes GOAL 4 minutes or less (+.4min.)

**Urgent Fire Related Response Times (AVG):** 7.2 Minutes GOAL 4 minutes or less (+ 3.2min.)

#### PT Department Man-Hours (based on the following 28-day pay periods June 13<sup>th</sup> and June 27<sup>th</sup>)

<b>Part-Time Shift Staffing:</b>	1412	Budgeted 1,344	Variance +68
<b>Part-Time Secretary:</b>	80	Budgeted 80	Variance - 0
<b>Part-Time Fire Marshal:</b>	80	Budgeted 80	Variance - 0
<b>Full-Time Captains:</b>	N/A	48/96 Hour Schedule	Variances / Overtime 48
<b>Full-Time Fire Chief:</b>	N/A	Salary Exempt	
<b>Training &amp; Drills:</b>	410		
<b>Emergency Callbacks:</b>	278.5	FIRE 116 Hrs / EMS 162.5 Hrs	
<b>Special Event Hours:</b>	2		(YTD:) 168.5
<b>Total PT Staffing Hours:</b>	2,085.5		(YTD:) 12,083.5

#### Monthly Revenues & Grant Activity YTD

	Prev. Month	Calendar Year	FY 2014
<b>Ambulance:</b>			
Ambulance Services Billed (previous month):	\$ 38,046.38	\$191,710.27 YTD	\$447,744.14
Ambulance Billing Collected (previous month):	\$ 27,609.69	\$121,700.97 YTD	\$279,502.52
<b>Variances:</b>	<b>-\$10,436.69</b>	<b>-\$70,009.30 YTD</b>	<b>-\$168,241.62</b>

**Grants / Assistance / Donations:****Grants Applied For:**

<i>None</i>	<i>\$0</i>	<i>\$126,500 YTD</i>
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**Grants / Funds Received / Awarded:**

<i>Utah Valley University Instructors &amp; Course Delivery</i>	<i>\$8,000</i>	<i>\$32,700 YTD</i>
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**Scheduled Department Training (To Include Wednesday Evening Drills) & Man Hours**

Drill # 1– Officers Monthly Meeting & Training:	21	
Drill #2– FIRE – Red Card / Wildland FF Updates	62	Avg. Wednesday Night Drill Att.
Drill #3– FIRE – CEVO 3 / New Mandated Driver Training	62	by FFD Personnel This Month: 19
Drill #4– EMS – Airway Management / Protocols (DCSO)	62	

**Other:**

Command Training Center (CTC) UVU / UFRA	176
HAFB / Flight Line Ops Training / MCI Drill	22
PHTLS Instructor x 1 FT Captain	16

<b>Total Training / Actual Attended:</b>	<b>421</b>	<b>2,082 YTD</b>
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**Fire Prevention & Inspection Activities**

<b>Business Inspections:</b>	<b>QTY</b>
<b>Fire Plan Reviews &amp; Related:</b>	<b>8</b>
<b>Station Tours &amp; Public Ed Sessions:</b>	<b>9</b>
	<b>18</b>

**Health, Wellness & Safety Activities**

<b>Reportable Injuries:</b>	<b>QTY</b>	<b>1 YTD</b>
<b>Physical Fitness / Gym Membership Participation %</b>	<b>1</b>	
<b>Chaplaincy Events:</b>	<b>100%</b>	
	<b>1</b>	

**FFD Committees & Other Internal Group Status**

<b>Process Improvement Program (PIP) Submittals:</b>	<b>1</b>	<b>4 YTD</b>
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**Active FFD Committees:** Emergency Medical Services (EMS), Apparatus & Equipment, Fire Apparatus & Equipment, Rescue – Heavy Rescue, Water, Rope & Related Equipment, Wildland Apparatus & Equipment, Health, Wellness & Safety, Charity / Fund Raiser, Fire Prevention & Pub-Ed, Haz-Mat, Building and Facilities.

**Additional Narrative:**

*Call volumes (and call-types) followed typical seasonal trends with delivery of emergency services (emergency response times) improving compared to last year's statistics. Emergent EMS response times averaged 4.4 minutes and Emergent FIRE response times averaged 7.2 minutes. Four calls resulted in no-staffing or short-staffing of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to availability). Ambulance transport percentages came in a little lower than normal due to higher percentage of transport refusals. Collections of revenues continue with little predictability due to collection & mandated billing variables. FFD exceeded the typical staffing / training hours due on our Command Training for our Officers and Engineers, to include Air Show preparatory work and the completion of Pre Hospital Trauma Life Support (PHTLS) Instructor class for one of our Shift Captains. Regular shift hours came in higher than normal due to vacation coverage for full-time Shift Captains in addition to our factory visit to Rosenbauer in*

Minnesota. FFD also completed an additional phase of the fuel reduction / mitigation project at the entrance of Farmington Canyon and other interface areas of town. This program continues to be a success, especially when utilizing DCSO jail inmates as part of the work release program. Training focused on Leadership Development, Command Training Center – Tactical / Strategic Training and HAFB Flight Line Operations to include MCI evolutions, CEVO 3 Driver Operator Training (now state requirement). EMS training covered Advanced Airway Management and new protocol updates. Funding for these various programs provided by grants made available through the Utah Fire Rescue Academy (UFRA), the Utah Safety Council (USC) and Utah Bureau of Emergency Medical Services (UBEMS). Every fire department within Davis County participated in the CTC training (with the exception of Kaysville City Fire Department). FFD also started its annual door-to-door campaign providing informational handouts to customers along the east side of town located within the fireworks restrictions zone. July 1<sup>st</sup> will mark the 1<sup>st</sup> day of Hazard Staffing at the fire station to help mitigate effective responses to fires throughout the city during firework shooting days – July 1-7 & July 21-27. It is estimated both Tactical Tenders will be delivered with turret modifications by early July. These upgrades came as part of a 50/50 match funding opportunity through the Department of Natural Resources (DNR).

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

Respectfully,

Guido Smith  
Fire Chief





CITY COUNCIL AGENDA

For Council Meeting:  
July 15, 2014

**SUBJECT: Mayor Talbot & City Council Reports**

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