

**WORK SESSION:** A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to discuss West Davis Corridor with Senator Adams and State Legislators and to answer any questions the City Council may have on agenda items. The public is welcome to attend.

## **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, August 5, 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

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

7:05 Festival Days Follow-up Report

### **PUBLIC HEARINGS:**

7:15 Boundary Adjustment with Kaysville City

### **PRESENTATION OF PETITIONS AND REQUESTS:**

7:25 Consider for Adoption of a Resolution Providing for a Special Bond Election to be held on November 4, 2014, for the Purpose of Submitting to the Qualified Electors of Farmington City, Utah, Two Separate Propositions regarding

- (I) The Issuance of not to exceed \$6,000,000 General Obligation Bonds to Finance the Construction of a Public Park and Recreational Facility, and Related Improvements (The "Project")
- AND
- (II) The Approval of Local Sales and Use Tax of up to 0.1% to Fund and Support Recreational, Cultural, and other Organizations and Facilities as Provided in Title 59, Chapter 12, Part 14 of the Utah Code Annotated 1953, as amended; Providing for the Publication of a Notice of Public Hearing; Approving the Form of and Directing the Publication of a Notice of Election and the Ballot Propositions; and Related Matters.

7:35 Sales Trailer Request - Henry Walker Homes

7:45 Meadow View Phase 2 – Request to Submit a Subdivision Application

**SUMMARY ACTION:**

7:55 Minute Motion Approving Summary Action List

1. Approval of Minutes from July 15, 2014
2. Lease Purchase Agreement for a New Street Sweeper Truck with Zions Bank
3. Street Light Maintenance Contract with Black and McDonald
4. Ratification of Approval of Storm Water Bond Log

**GOVERNING BODY REPORTS:**

8:00 City Manager Report

1. Active Transportation Committee Bike Tour of Farmington – August 20<sup>th</sup> at 9:00 a.m.
2. Notice of Intent – Davis County
3. Building Activity Report for June

8:10 Mayor Talbot & City Council Reports

**ADJOURN**

**CLOSED SESSION**

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

DATED this 31st 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:  
August 5, 2014

**SUBJECT: Roll Call (Opening Comments/Invocation) Pledge of Allegiance**

It is requested that Council Member Jim Young give the invocation/opening comments to the meeting and it is requested that Council Member Brigham Mellor 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:  
August 5, 2014

**S U B J E C T: Festival Days Follow-up Report**

**ACTION TO BE CONSIDERED:**

None

**GENERAL INFORMATION:**

Neil Miller, Parks and Recreation Director, will be making this presentation.

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:  
August 5, 2014

### **PUBLIC HEARING: Boundary Adjustment with Kaysville City**

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

1. Hold the public hearing.
2. Approve the enclosed ordinance adjusting the City's common boundary with Kaysville City in the vicinity of 1450 West 1800 North, and zoning the property to LR (Large Residential).

### **GENERAL INFORMATION:**

See enclosed staff report prepared by David Petersen.

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: David E. Petersen, Community Development Director

Date: August 5, 2014

SUBJECT: **BOUNDARY ADJUSTMENT WITH KAYSVILLE CITY**

### RECOMMENDATION

1. Hold a Public Hearing.
2. Approve the enclosed ordinance adjusting the City's common boundary with Kaysville City in the vicinity of 1450 West 1800 North, and zoning the property to LR (Large Residential).

### BACKGROUND

Recently, Farmington City annexed property now owned by Ivory Development LLC (previously owned by the Tanner family) and property now owned by Capital Reef Management LLC (previously owned by Davis County). A portion of these properties (0.75 acres in total) is located within the Kaysville City limits. Several weeks ago both cities passed resolutions declaring their intent to adjust their common boundary to ensure that all the property owned by the aforementioned LLC's is located in Farmington City. The recommended action is a culmination of that effort. The Kaysville City Council is considering a similar ordinance on the same evening--August 5, 2014.

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager

**ORDINANCE NO. 2014 -**

**AN ORDINANCE ADJUSTING A PORTION OF THE EXISTING COMMON BOUNDARY LINE BETWEEN FARMINGTON CITY AND KAYSVILLE CITY.**

**WHEREAS**, the Farmington City Council has previously passed Resolution No. 2014-16 stating its intent to adjust a portion of the common boundary line presently existing between Farmington City and Kaysville City; and

**WHEREAS**, the Farmington City Council has held a public hearing on the proposed boundary adjustment pursuant to notice as required by law; and

**WHEREAS**, the Farmington City Council has received no protests from owners of private property or registered voters residing within the affected area to be adjusted; and

**WHEREAS**, the City Council has authority to adjust the common boundary line of the City pursuant to Section 10-2-419 of the *Utah Code Ann.* 1953, as amended.

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

**Section 1. Adjustment of Portion of Common Boundary.** A portion of the common boundary line presently existing between Kaysville City and Farmington City is hereby adjusted by deleting certain territory from Kaysville City and adding such territory to Farmington City. The affected area is located in Davis County, State of Utah and are more particularly described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, S.L.B. & M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON 1475 SOUTH STREET, SAID POINT BEING N00°05'45"E 609.17 FEET AND EAST 83.73 FEET FROM THE CENTER OF SAID SECTION 11; THENCE N47°05'54"E 29.56 FEET; THENCE N18°40'06"E 143.38 FEET; THENCE S42°22'15"E 159.41 FEET; THENCE S40°36'00"E 84.78 FEET; THENCE S33°56'20"E 45.00 FEET; THENCE S68°36'09"W 146.95 FEET; THENCE N42°55'46"W 108.57 FEET; THENCE N49°46'36"W 58.29 FEET TO THE POINT OF BEGINNING. CONTAINING 32,809 SQUARE FEET OR 0.75 ACRES .

**Section 2. Zoning.** Be it further ordained and declared that the territory added to Farmington City described in Sections 1 and/or 2 is hereby zoned, "LR," and that the Farmington City Zoning Map is hereby correspondingly amended.



**Section 3. Notices and Certificates.** Within thirty (30) days after adoption of this Ordinance, the City Council shall send a copy of the same to each affected entity and record a certified copy of this Ordinance in the office of the Davis County Recorder together with a plat or map prepared by a licensed surveyor and approved by the City Council showing the new boundaries of the affected areas, and the City Council shall file with the Lieutenant Governor of the State of Utah written notice of the adoption of this boundary adjustment Ordinance together with a copy of this Ordinance. Within forty five (45) days of adoption of this Ordinance, the City Council shall file written notice of the boundary adjustment with the Utah state Tax Commission together with a copy of this Ordinance and a map or plat that delineates a metes and bounds description of the area affected and evidence that the information has been recorded by the Davis County Recorder and a certification by the City Council that all necessary legal requirements relating to the boundary change have been completed. The boundary adjustment shall be deemed complete and effective as of the date of the Lieutenant Governor's issuance of a certificate of annexation.

**Section 4. Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

**Section 5. Effective Date.** This Ordinance shall become effective upon satisfaction of all conditions stated herein and when each municipality involved in the boundary adjustment has adopted a boundary line adjustment ordinance in accordance with the provisions of Section 10-2-419 of the *Utah Code Ann.* 1953, as amended. The Davis County Recorder is hereby requested to record this Ordinance in the records of the Davis County Recorder's Office for no fee and to return the same to Farmington City for filing when recorded.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, THIS \_\_\_\_ DAY OF AUGUST, 2014.**

**FARMINGTON CITY**

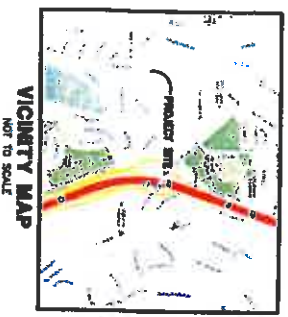
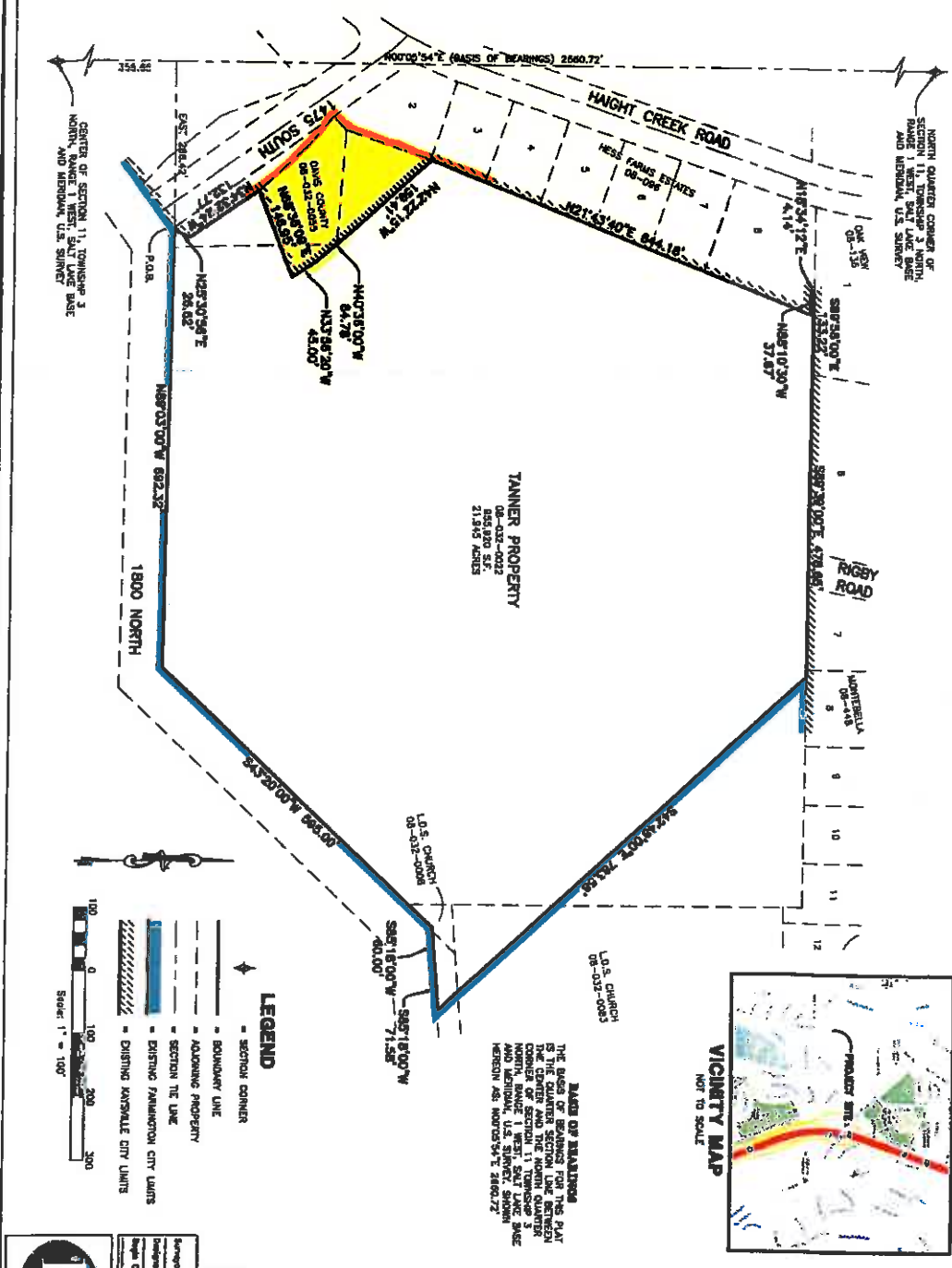
ATTEST:

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

\_\_\_\_\_  
H. James Talbot, Mayor

# PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF FARMINGTON CITY

PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
FARMINGTON CITY, DAVIS COUNTY, UTAH  
MAY, 2014



**TANNER PROPERTY**  
D.S. 222-022  
D.S. 222-022  
21.945 ACRES

**BASES OF MEASUREMENTS**  
THIS PLAT IS THE CENTER SECTION LINE BETWEEN NORTH RANGE SECTION 11, TOWNSHIP 3 NORTH AND MERIDIAN, U.S. SURVEY, SHOWN HEREON AS: NORTH 54°E 2860.72'

**LEGEND**

- SECTION CORNER
- BOUNDARY LINE
- ADJOINING PROPERTY
- SECTION THE LINE
- EXISTING FARMINGTON CITY LIMITS
- EXISTING KANSASVILLE CITY LIMITS

Scale: 1" = 100'

**NEEDNOTING CERTIFICATE**

I, **REBECCAH A. HENRY**, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 63, CHAPTER 23, SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT, AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT OF SECTION 11-23-17 AND HAVE VIEWED ALL MEASUREMENTS, AND THAT THIS PLAT OF SECTION 11-23-17 IS THE RESULT OF MY OWN FIELD AND OFFICE SURVEYING, AND THAT I AM A MEMBER OF THE UTAH SURVEYORS ASSOCIATION, INC. I HAVE BEEN DEEMED COMPETENT BY THE BOARD OF SURVEYORS AND ENGINEERS OF THE STATE OF UTAH TO PREPARE AND RECORD THIS PLAT. I HAVE BEEN DEEMED COMPETENT BY THE BOARD OF SURVEYORS AND ENGINEERS OF THE STATE OF UTAH TO PREPARE AND RECORD THIS PLAT. I HAVE BEEN DEEMED COMPETENT BY THE BOARD OF SURVEYORS AND ENGINEERS OF THE STATE OF UTAH TO PREPARE AND RECORD THIS PLAT. I HAVE BEEN DEEMED COMPETENT BY THE BOARD OF SURVEYORS AND ENGINEERS OF THE STATE OF UTAH TO PREPARE AND RECORD THIS PLAT.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

**REBECCAH A. HENRY**  
UTAH LICENSE NUMBER: \_\_\_\_\_

**FARMINGTON CITY ACCEPTANCE**

I HEREBY CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF FARMINGTON CITY WAS ACCORDED BY THE MAYOR AND THE CITY COUNCIL OF FARMINGTON CITY ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

I, **REBECCAH A. HENRY**, SET AT HAND AND \_\_\_\_\_ AFTER THE CORPORATE SEAL OF FARMINGTON CITY.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

**FARMINGTON CITY MAYOR**  
\_\_\_\_\_

**FARMINGTON CITY ENGINEER**  
\_\_\_\_\_

**FARMINGTON CITY ATTORNEY**

THIS IS TO CERTIFY THAT THIS ANNEXATION PLAT WAS DULY APPROVED BY THE FARMINGTON CITY ATTORNEY.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

**FARMINGTON CITY ATTORNEY**  
\_\_\_\_\_

**INDIVIDUAL DECLARATION**

APPEARING AT A POINT WHICH IS NOTARY'S SEALS FEET ALONG THE SECTION LINE BETWEEN SECTION 11 AND SECTION 12, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, I, **REBECCAH A. HENRY**, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 63, CHAPTER 23, SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT, AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT OF SECTION 11-23-17 IS THE RESULT OF MY OWN FIELD AND OFFICE SURVEYING, AND THAT I AM A MEMBER OF THE UTAH SURVEYORS ASSOCIATION, INC. I HAVE BEEN DEEMED COMPETENT BY THE BOARD OF SURVEYORS AND ENGINEERS OF THE STATE OF UTAH TO PREPARE AND RECORD THIS PLAT. I HAVE BEEN DEEMED COMPETENT BY THE BOARD OF SURVEYORS AND ENGINEERS OF THE STATE OF UTAH TO PREPARE AND RECORD THIS PLAT. I HAVE BEEN DEEMED COMPETENT BY THE BOARD OF SURVEYORS AND ENGINEERS OF THE STATE OF UTAH TO PREPARE AND RECORD THIS PLAT.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

**REBECCAH A. HENRY**  
UTAH LICENSE NUMBER: \_\_\_\_\_

**PROJECT INFORMATION**

Prepared by: **Reeve & Associates, Inc.**

Checked by: \_\_\_\_\_

Drawn by: \_\_\_\_\_

Scale: 1" = 100'

**DAVIS COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_

DATE RECORDED \_\_\_\_\_

RECORDED FOR: \_\_\_\_\_

## CITY COUNCIL AGENDA

For Council Meeting:  
August 5, 2014

**S U B J E C T:** Consider for Adoption of a Resolution Providing for a Special Bond Election to be held on November 4, 2014, for the Purpose of Submitting to the Qualified Electors of Farmington City, Utah, Two Separate Propositions regarding

- (I) The Issuance of not to exceed \$6,000,000 General Obligation Bonds to Finance the Construction of a Public Park and Recreational Facility, and Related Improvements (The "Project")
- AND
- (II) The Approval of Local Sales and Use Tax of up to 0.1% to Fund and Support Recreational, Cultural, and other Organizations and Facilities as Provided in Title 59, Chapter 12, Part 14 of the Utah Code Annotated 1953, as amended; Providing for the Publication of a Notice of Public Hearing; Approving the Form of and Directing the Publication of a Notice of Election and the Ballot Propositions; and Related Matters.

### ACTION TO BE CONSIDERED:

Approve the Election Resolution for a \$6 million dollar General Obligation Bond and the RAP Tax for a .10% increase in sales tax to be on the ballot this November.

### GENERAL INFORMATION:

See 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 22, 2014

Subject: **APPROVE THE ELECTION RESOLUTION FOR A 6 MILLION DOLLAR GENERAL OBLIGATION BOND AND THE RAP TAX TO ADD .10% TO THE SALES TAX RATE TO BE ON THE BALLOT THIS NOVEMBER.**

### RECOMMENDATIONS

Approve the enclosed Election Resolution for a \$6 million dollar general obligation bond and the RAP Tax for a .10% increase in sales tax to be on the ballot this November.

### BACKGROUND

This Election Resolution will put on the ballot the proposed \$6 million general obligation bond to increase property tax to pay for a new gym and park facilities that the City needs. This will be a tax increase of around \$ 8.00 per \$100,000 home per year over the current G.O. bonds. 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.

This Election Resolution will also put on the ballot the RAP Tax proposal to add .10% sales tax here in Farmington only. The proceeds will be used to pay for a bond to pay for park and recreational facilities at the park at 650 W. and at 1100 W. The City will be able to bond for \$1.6 to \$1.8 million over the 10 year life of the Rap tax. At least 60% of sales in Farmington are by people outside of Farmington. This greatly will help the City pay for the construction of new fields and softball / baseball 4-plex and other facilities at the new parks to be built.

Respectfully Submitted,

Keith Johnson,  
Assistant City Manager

Review and Concur,

Dave Millheim,  
City Manager

Farmington, Utah

August 5, 2014

The City Council of Farmington City, Utah (the "Council"), met in regular public session at the regular meeting place of the Council in Farmington, Utah, on August 5, 2014, at the hour of 7:00 p.m., with the following members of the Council being present:

H. James Talbot  
John Bilton  
Doug Anderson  
Cory Ritz  
Brigham Mellor  
Jim Young

Mayor  
Councilmember  
Councilmember  
Councilmember  
Councilmember  
Councilmember

Also present:

Holly Gadd

City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this August 5, 2014, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, was fully discussed, and pursuant to motion duly made by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor and recorded by the City Recorder in the official records of the City. The resolution is as follows:

RESOLUTION NO. \_\_\_\_

A RESOLUTION PROVIDING FOR A SPECIAL BOND ELECTION TO BE HELD ON NOVEMBER 4, 2014, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF FARMINGTON CITY, UTAH, TWO SEPARATE PROPOSITIONS REGARDING (I) THE ISSUANCE OF NOT TO EXCEED \$6,000,000 GENERAL OBLIGATION BONDS TO FINANCE THE CONSTRUCTION OF A PUBLIC PARK AND RECREATIONAL FACILITY, AND RELATED IMPROVEMENTS (THE "PROJECT) AND (II) THE APPROVAL OF A LOCAL SALES AND USE TAX OF UP TO 0.1% TO FUND AND SUPPORT RECREATIONAL, CULTURAL, AND OTHER ORGANIZATIONS AND FACILITIES AS PROVIDED IN TITLE 59, CHAPTER 12, PART 14 OF THE UTAH CODE ANNOTATED 1953, AS AMENDED; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING; APPROVING THE FORM OF AND DIRECTING THE PUBLICATION OF A NOTICE OF ELECTION AND THE BALLOT PROPOSITIONS; AND RELATED MATTERS.

WHEREAS, Farmington City, Utah (the "City") officials have desired a large community park and recreation facility to meet the growing demand for youth and adult recreation programs in the City; and

WHEREAS, the City has spent considerable general fund dollars and park impact fees collected to purchase ground for such facilities; and

WHEREAS, the City Council (the "Council") of the City desires to finance all or a portion of the costs of a public park and recreational facility, and related improvements (the "Community Park Project") and recreational and cultural organizations and facilities through either one or a combination of (i) the authorization and issuance of general obligation bonds and (ii) a local sales and use tax of up to 0.1% to fund and support recreational, cultural, and other organizations and facilities as provided in title 59, chapter 12, part 14 of the Utah Code Annotated 1953, as amended (the "Recreation Sales Tax"); and

WHEREAS, the City does not have on hand money to pay for all of the costs of the Community Park Project and the Council has determined to defray the cost thereof through the issuance of up to \$6,000,000 of its General Obligation Bonds (the "Bonds"); and

WHEREAS, the Council desires to submit two separate propositions concerning the issuance of the Bonds and the Recreation Sales Tax to the vote of the qualified electors of the City pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and applicable provisions of the Utah Election Code, Title 20A, Utah Code Annotated 1953, as amended (collectively, the "Act");

NOW, THEREFORE, It Is Hereby Resolved by the City Council of Farmington City, Utah, as follows:

Section 1. Definition of Terms. The terms defined or described in the recitals hereto shall have the same meaning when used in the body of this Resolution.

Section 2. Election Call. On November 4, 2014, there shall be held in the City a special bond election (the "Bond Election"), in conjunction with the general election to be held that day in Davis County, Utah (the "County"), between the hours of 7:00 a.m. and 8:00 p.m., at which there shall be submitted to the qualified electors of the City the separate propositions appearing in the ballot proposition portion of the Notice of Election as substantially set out in Section 5 hereof (as may be appropriately and legally updated, modified, corrected or completed).

Section 3. Voting Places and Election Judges. For purposes of the Bond Election, the voting precincts, the voting places, the election judges, alternate judges and poll workers to serve at said voting places shall be the same as those established by the County for the general election. The voting precincts and polling places shall be as specified in the Notice of Election when published.

Section 4. Authorization and Reimbursement of Expenses. The Bond Election shall be conducted and the registration therefor shall be governed in conformity with the laws of the State of Utah, including particularly the Act, and the officials of the City or the County, as applicable shall and are hereby authorized and directed to perform and do all things necessary to the proper calling and conduct of the Bond Election and the canvass of the results thereof.

In the event the proposition for the Bonds is approved at the Election, the City reasonably expects to reimburse from proceeds of debt to be incurred by the City, capital expenditures advanced by the City for the acquisition and construction of the improvements herein described in a principal amount of not more than \$6,000,000.

Section 5. Public Hearing. The City Council shall hold a public hearing on September 16, 2014, to receive input from the public with respect to (a) the issuance of the Bonds and the Recreation Sales Tax and (b) the potential economic impact that the improvements, facilities, or properties to be financed in whole or in part with proceeds of the Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first published and shall not be sooner than thirty (30) days or later than five (5) business days before the first publication of the Notice of Election as described in this Resolution, such notice to be published (i) once a week for two consecutive weeks in the Davis County Clipper, a newspaper of general circulation within the City, (ii) on the Utah Public Meeting Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website ([www.utahlegals.com](http://www.utahlegals.com)) created under Section 45-1-101, Utah Code Annotated 1953, as amended, and shall cause a copy of this Resolution to be kept on file in the office of the City Recorder in Farmington, Utah, for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of publication thereof. The "Notice of Public Hearing" shall be in substantially the following form:

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on August 5, 2014, the City Council (the "Council") of Farmington City, Utah (the "City"), adopted a resolution (the "Resolution") in which it authorized the calling of an election (the "Election") concerning two separate propositions for (i) the issuance of the City's General Obligation Bonds (the "Bonds") and (ii) the approval of a local sales and use tax of up to 0.1% to fund and support recreational, cultural, and other organizations and facilities pursuant to Title 59, Chapter 12, Part 14 of the Utah Code Annotated 1953, as amended (the "Recreation Sales Tax") and called a public hearing to receive input from the public with respect to (a) the issuance of the Bonds, (b) the Recreation Sales Tax, and (c) any potential economic impact that the improvements, facilities or properties financed in whole or in part with the proceeds of the Bonds (see below) may have on the private sector. City officials have desired a large community park and recreation facility to meet the growing demand for youth and adult recreation programs in the City and have heretofore spent considerable general fund dollars and park impact fees collected to purchase ground for such facilities.

### TIME, PLACE, AND LOCATION OF PUBLIC HEARING

The Council shall hold a public hearing on Tuesday, September 16, 2014, at the hour of 7:00 p.m. in the City Council Chambers, located at 160 South Main, Farmington, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Bonds, (b) the Recreation Sales Tax and (c) any potential economic impact that the improvements, facilities, or properties financed in whole or in part with the proceeds of the Bonds may have on the private sector. All members of the public are invited to attend and participate.

### PURPOSE FOR ISSUING THE BONDS, MAXIMUM AMOUNT AND SECURITY

The Bonds are to be issued in the aggregate principal amount of not to exceed \$6,000,000 for the purpose of financing all or a portion of the costs of the construction of a public park and recreational facility, and related improvements (the "Community Park Project"), and paying costs of issuance of the Bonds. The Bonds shall be secured by ad valorem property taxes of the City to the extent authorized by law.

The Bonds may be issued in one or more series and be sold from time to time, all as the Council may determine.

DATED this August 5, 2014.

/s/ Holly Gadd  
City Recorder



Section 6. Notice of Election. In accordance with Section 11-14-202 of the Act, a Notice of the Bond Election shall be (i) published in the Davis County Clipper three (3) times, once a week for three (3) consecutive weeks, with the first publication being not less than twenty-one (21) nor more than thirty-five (35) days before the Bond Election, (ii) posted on the Utah Legal Notices website ([www.utahlegals.com](http://www.utahlegals.com)) and (iii) posted on the Utah Public Meeting Notice website (<http://pmn.utah.gov>).

In addition, the Election Officer (defined herein) is to (i) publish the sample ballot immediately before the election in the Davis County Clipper, as required in Section 20A-5-405 of the Act and (ii) publish notice of and perform the election voting device and tabulation equipment test procedures as required by Section 20A-3-201 and Section 20A-4-104 of the Act.

All such election notices shall be given in substantially the following form (with such completion, amendments, updates, changes, additions or alterations as may be required to conform such notices to the Act (including amendments thereto prior to such publication) and actual election information or calendar items to be confirmed prior to the first publication of such notice):

## ELECTION NOTICE

To all qualified electors of Farmington City, Utah:

Take notice that on November 4, 2014, a special bond election (the "Bond Election") will be held in Farmington City, Utah (the "City"), in conjunction with the general election to be held that day at the places set out below for the purpose of submitting to the qualified electors of the City the two separate propositions contained in the following ballot propositions:

OFFICIAL BALLOT PROPOSITION FOR FARMINGTON CITY, UTAH  
SPECIAL BOND ELECTION

NOVEMBER 4, 2014

/s/ Holly Gadd  
City Recorder

---

PROPOSITION [fill in no.]

Shall the City Council of Farmington City, Utah (the "City"), be authorized to issue General Obligation Bonds in an amount not to exceed Six Million Dollars (\$6,000,000) (the "Bonds") for the purpose of paying all or a portion of the costs of the construction of a public park and recreational facility, and related improvements (the "Project") and the authorization and issuance of the Bonds; said Bonds to be due and payable in not to exceed twenty-one (21) years from the date of issuance of the Bonds?

Property Tax Cost of Bonds. If the Bonds are issued as planned, an annual property tax to pay debt service on the Bonds will be required over a period of twenty (20) years in the estimated amount of \$58 per year on a \$291,000 primary residence and in the estimated amount of \$105 per year on a business property having the same value. However, because prior recreational bonds that will pay off in 2016, the incremental increase above what residents paid in 2014 is estimated to be \$21 per year on a \$291,000 residence and \$38 per year on a business of the same value.

The foregoing information is only an estimate and is not a limit on the amount of taxes that the City may be required to levy in order to pay debt service on the Bonds. The City is obligated to levy taxes to the extent provided by law in order to pay the Bonds.

FOR THE ISSUANCE OF BONDS

AGAINST THE ISSUANCE OF BONDS

PROPOSITION [fill in no.]

Shall the City Council of Farmington City, Utah (the "City"), be authorized to impose a sales and use tax of up to 0.1% to fund and support recreational, cultural, and other organizations and facilities pursuant to Title 59, Chapter 12, Part 14 of the Utah Code Annotated 1953, as amended (the "Recreation Sales Tax")?

FOR THE RECREATION SALES TAX

AGAINST THE RECREATION SALES TAX

Voting at the special bond election shall be by electronic ballots and other ballot forms.

For purposes of this special bond election, the polling places for the Bond Election are as follows

<u>Voting Precincts</u>	<u>Polling Place</u>
Farmington 1-13	Farmington City Community Center 120 South Main Street Farmington, Utah

The polls will be open from 7:00 a.m. to 8:00 p.m.

There will be no special registration of voters for the Bond Election and the official register last made or revised shall constitute the register for the Bond Election. The Davis County Clerk will make available at the above-described polling places, a registration list or copy thereof listing all registered electors entitled to use such polling places.

Voting will be allowed to take place at the times, places, and manner as provided by the Utah Election Code, Title 20A, Utah Code Annotated 1953, as amended. For information about alternate times and forms of voting (including by absentee ballot and early voting) and information on registering to vote, voters may contact the office of the Davis County Elections Office at the Davis County Offices at 28 East State Street, Farmington, Utah, phone number (801) 451-3589. Pursuant to Section 20A-3-604, Utah Code Annotated 1953, as amended, the schedule for early voting including dates, times and locations, shall be noticed and published by the Davis County Clerk.

NOTICE is given that on Tuesday, November 18, 2014, that being a day no sooner than seven (7) days and no later than fourteen (14) days after the Bond Election, the City Council of the City will meet at its regular meeting place at 7:00 p.m. to canvass the returns and declare the results of the Bond Election.

NOTICE is given that on October 17, 2014, at \_\_\_ a.m. in the County Elections Office, located at 28 East State Street, Farmington, Utah, the County Clerk will conduct a test of the voting and/or counting devices, as applicable, to be used for the general election. Any interested person may witness the testing procedure.

Pursuant to applicable provisions of Utah State law, the period allowed for any contest of the Bond Election shall end forty (40) days after November 18, 2014 (the date on which the returns of the Bond Election are to be canvassed and the results thereof declared). No such contest shall be maintained unless a complaint meeting the requirements of applicable law is filed with the Clerk of the District Court of Davis County within the prescribed forty (40) day period.

GIVEN by order of the City Council of Farmington City, Utah, this August 5, 2014.

By:                     /s/ Jim Talbot                      
Mayor

ATTEST:

By:                     /s/ Holly Gadd                      
City Recorder

To be published on or about: October 9, 16, 23 and 30 2014 - The Davis County Clipper.  
Publish on four dates to ensure the three times publication requirement.

Section 7. Mailing of Voter Information Pamphlet. The Council hereby authorizes the City Recorder of the City (the "City Recorder") to mail at least seven (7) but not more than thirty (30) days before the scheduled Bond Election, a voter information pamphlet to each household with a registered voter who is eligible to vote on the Bonds. Said voter information pamphlet shall include: (a) the date and place of the Bond Election, (b) the hours during which the polls will be open, (c) the title and text of the ballot proposition, and (d) an explanation of the property tax impact, if any, on the issuance of the Bonds including (i) expected debt service on the Bonds to be issued, (ii) a description of the purpose, remaining principal balance, and maturity date on any outstanding general obligation bonds of the City, (iii) funds other than property taxes available to pay debt service on general obligation bonds, (iv) timing and expenditure of Bond proceeds, (v) property values and (vi) any additional information the Council determines may be useful to explain the property tax impact of issuance of the Bonds.

Section 8. Compliance with the Transparency of Ballot Propositions Act, Title 59, Chapter 1, Part 16, Utah Code Annotated 1953, as amended. The City shall post all arguments and rebuttal arguments as set forth in Utah law on the Statewide Electronic Voter Information Website as described in Section 20A-7-801, Utah Code Annotated 1953, as amended, for thirty (30) consecutive days before the Bond Election. The City shall further post all arguments and rebuttal arguments in a prominent place on the City's website for thirty (30) consecutive days before the Bond Election. The City shall further post all arguments and rebuttal arguments in the City's next scheduled newsletter before the Bond Election. The City shall conduct a public meeting on October 21, 2014, a date which is no more than fourteen (14), but at least four (4), days before the Bond Election, beginning at the hour of 6 p.m. at 160 South Main, Farmington, Utah. The purpose of the meeting is to hear arguments for and against the issuance of the Bonds and the Recreation Sales Tax. Information regarding the public meeting required by Section 59-1-1605, Utah Code Annotated 1953, as amended, shall follow immediately after the posted arguments set forth on the Statewide Electronic Voter Information Website and the City's website described herein.

Section 9. Compliance with Section 59-12-1402(6). Prior to the Bond Election, the City shall obtain the necessary resolution(s) and statement(s) that Davis County is not seeking to impose a similar recreation tax pursuant to title 59, chapter 12, part 7, Utah Code Annotated 1953, as amended.

Section 10. Election Supplies and Ballots. The ballots to be used at the Bond Election shall comply in all respects with the requirements of the Act at the time of the Bond Election, including, but not limited to, Title 20A, Chapter 6 and Section 11-14-206 of the Act, and the propositions and election instructions with respect to the Bond Election shall be in substantially the form contained in the Election Notice set forth in Section 6 hereof.

Section 11. Qualified Electors. Only registered, qualified electors of the City eighteen (18) years of age or older shall be permitted to vote at the Bond Election.

Section 12. Challenged Electors. Any person seeking to vote at any polling place designated for the conduct of the Bond Election whose qualifications to vote are challenged for reasons indicated by Section 20A-3-202 or Section 20A-3-202.5 of the Act by a poll worker or by any other person, shall be allowed to vote with a provisional ballot and the counting of that person's vote shall be determined in accordance with applicable law.

When a person's right to vote is challenged as provided in the paragraph above, the poll worker shall follow the procedures set forth in Section 20A-3-105.5 of the Act.

Section 13. Appointment of Election Officials and an Election Officer. The election officials shall each be a qualified elector of the City. Pursuant to Sections 20A-1-102 and 20A-5-400.5 of the Act, the Davis County Clerk will act as the election officer (the "Election Officer"). The City Recorder or other officials of the City and the County are hereby directed and authorized to coordinate with the Election Officer as required for the Bond Election. The Election Officer shall be authorized and directed to give appropriate notices as required by the Act.

Section 14. Absentee Ballots/Early Voting. Any qualified elector of the City may vote by absentee ballot in accordance with Section 20A-3-301, et. seq. and, if applicable, Section 20A-3-6401 et seq. of the Act. In addition, early voting in connection with the Bond Election shall be permitted as designated by the Election Officer in conformance with the Act.

Section 15. Canvass. The ballots shall be counted and the results delivered to the City in accordance with the procedures of Title 20A, Chapter 4, Part 1 and Part 2, of the Act. The Council shall meet as a Board of Canvassers no sooner than seven (7) nor later than fourteen (14) days after the date of said election, currently set for Tuesday, November 18, 2014, at 4:00 p.m., at the regular meeting place of the Council in Farmington, Utah, and if the majority of the votes cast at the Bond Election are in favor of the propositions submitted, then the City Recorder shall cause an entry of that fact to be made upon its minutes. Thereupon the Council shall be authorized and directed to issue such Bonds and/or to impose the Recreation Sales Tax.

Section 16. Registration of Electors. The Election Officer shall prepare such official registers and/or posting lists of voters as required by Section 20A-5-401 of the Act, for each respective polling place that will participate in the Bond Election. The Election Officer shall also make available at each polling place herein established for the conduct of said election, registration lists, or copies thereof, listing all registered electors entitled to use such voting place.

Section 17. Severability. It is hereby declared that all parts of this resolution are severable, and if any section, clause, or provision of this resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause, or provision shall not affect the remaining sections, clauses, or provisions of this resolution.

Section 18. Conflict. All resolutions, orders, and regulations or parts thereof heretofore adopted or passed which are in conflict herewith are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation, or part thereof heretofore repealed.

Section 19. Captions. The headings herein are for convenience of reference only and in no way define, limit, or describe the scope or intent of any provisions or sections of this resolution.

Section 20. Recording of Resolution; Effective Date; Notice to Lieutenant Governor and Election Officer. Immediately after its adoption, this Resolution shall be signed by the Mayor and City Recorder, shall be recorded in a book for that purpose, and shall take immediate effect. The City Recorder shall immediately furnish a certified copy of this Resolution to the Lieutenant Governor and the Davis County Clerk in accordance with Section 11-14-201 of the Act by no later than August 21, 2014, a date at least 75 days before the Bond Election.

Section 21. Further Authority. The Council hereby authorizes the Mayor or the City Recorder to make changes to any notice or the ballot proposition described herein to cure any ambiguity or defect therein or to make any other changes to such notice or ballot proposition as may be required or allowed by the laws of the State of Utah.



PASSED AND APPROVED this August 5, 2014.

(SEAL)

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

ATTEST:

By: \_\_\_\_\_  
City Recorder

Pursuant to motion duly made and seconded, the meeting was adjourned.

(SEAL)

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

ATTEST:

By: \_\_\_\_\_  
City Recorder

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF DAVIS        )

I, Holly Gadd, hereby certify that

(a) I am the duly qualified and acting City Recorder of Farmington City, Utah;

(b) the above and foregoing constitutes a true and correct copy of a portion of the minutes of a regular meeting of the City Council of Farmington City, Utah, including a resolution adopted at said meeting held on August 5, 2014, as said minutes and resolution are officially of record in my possession;

(c) a certified copy of the within Resolution was filed with the Lt. Governor and the Davis County Clerk, as Election Officer, as described herein;

(d) the Resolution, with all exhibits attached, was deposited in my office on August 5, 2014;

(e) pursuant to the Resolution, a Notice of Public Hearing will be (i) published once each week for two consecutive weeks in the Davis County Clipper, a newspaper having general circulation in the City, with the affidavit of such publication being attached upon availability, (ii) posted on the Utah Public Notice website (<http://pmn.utah.gov>); and (iii) posted on the Utah Legal Notices website ([www.utahlegals.com](http://www.utahlegals.com)); and

(f) pursuant to the Resolution, an Election Notice will be (i) published once each week for three consecutive weeks in the Davis County Clipper, a newspaper having general circulation in the City, with the affidavit of such publication being attached upon availability, (ii) posted on the Utah Legal Notices website ([www.utahlegals.com](http://www.utahlegals.com)) and (iii) posted on the Utah Public Notice website (<http://pmn.utah.gov>).

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and affixed the seal of Farmington City, Utah, this August 5, 2014.

(SEAL)

By: \_\_\_\_\_  
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Holly Gadd, the undersigned City Recorder of Farmington City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the public meeting, held on August 5, 2014, by the City as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices on \_\_\_\_\_, 2014, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Davis County Clipper on \_\_\_\_\_, 2014, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice to be posted on the Utah Public Meeting Notice website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2014 Annual Meeting Schedule for the City (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (i) posted on \_\_\_\_\_, at the principal office of the City Council, (ii) provided to at least one newspaper of general circulation within the City on \_\_\_\_\_, and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this August 5, 2014.

(SEAL)

By: \_\_\_\_\_  
City Recorder

SCHEDULE 1  
NOTICE OF MEETING

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

## PROOF OF PUBLICATION OF NOTICE OF PUBLIC HEARING

Attached to this page is the Proof of Publication, indicating by the affidavit of the publisher that the Notice of Public Hearing which was contained in the Resolution adopted by the City Council on August 5, 2014, was published once a week for two (2) weeks in the Davis County Clipper.

## PROOF OF PUBLICATION OF ELECTION NOTICE

Attached to this page is the Proof of Publication, indicating by the affidavit of the publisher that the Election Notice which was contained in the Resolution adopted by the City Council on August 5, 2014, was published once a week for three (3) consecutive weeks in the Davis County Clipper.



## CITY COUNCIL AGENDA

For Council Meeting:  
August 5, 2014

**S U B J E C T: Sales Trailer Request - Henry Walker Homes**

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

Approve the enclosed agreement regarding the Henry Walker Homes sales trailer request for the Avenues at the Station subject to the conditions set forth therein and that Henry Walker Homes shall not establish the sales office until the final plat for the first phase of the project is recorded in the office of the Davis County Recorder.

### **GENERAL INFORMATION:**

See staff report prepared by David Petersen.

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: David E. Petersen, Community Development Director

Date: August 5, 2014

SUBJECT: SALES TRAILER REQUEST–HENRY WALKER HOMES (HWH)

### RECOMMENDATION

Approve the enclosed agreement regarding the HWH's sales trailer request for the Avenues at the Station subject to the conditions set forth therein and that HWH shall not establish the sales office until the final plat for the first phase of the project is recorded in the office of the Davis County Recorder.

### BACKGROUND

HWH is requesting approval for a temporary sales trailer related to the project known as the "Avenues at the Station" located on the southwest corner of 1100 West and Clark Lane. The temporary use section of the Zoning Ordinances provides for the creation of a real estate sales office only in a model home and not in a trailer. Notwithstanding this, in recent years the City Council has permitted such uses under Section 11-28-120(i)(6) of the Zoning Ordinance titled "Exempt uses" which allows for exemptions to the ordinance as specifically approved in writing by the Council. However, please consider that the proposed site for the temporary trailer is in a highly visible location. Moreover, in the past some developers have posted cash bonds (i.e. \$5,000.00) with the City to ensure compliance–HWH is willing to do this and it is set forth as part of the agreement.

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager

Sales Trailer Agreement  
between  
Farmington City and Henry Walker Homes

This agreement dated March 18, 2014 states the conditions under which Farmington City grants Henry Walker Homes the permission to place a temporary sales trailer at the Station Avenues development. Henry Walker Homes is posting a five thousand-dollar (\$5,000) bond, which will be refunded at the removal of the sales trailer.

Farmington city requires the following conditions:

1. Trailer installed is as shown in attached picture;
2. Affidavit of approval from current property owners. (see attached affidavit);
3. Trailer be installed per the attached site plan with a thirty foot setback from street and side yards as noted. (see attached site plan);
4. Trailer to be installed per the GE tie down requirements;
5. Skirting to be installed so as not to see under the trailer;
6. Metal deck access to trailer;
7. Porta-John along with trailer for public use;
8. Driveway and parking area to be of compacted gravel base with parking for six vehicles, per the attached site plan;
9. Trailer will be within 250 feet of fire hydrant;
10. Power to trailer from the temporary power pole;
11. Trailer to be used for selling new homes in the in the Station Avenues project and for a construction office but not for construction material storage;
12. Trailer to be removed from the community on or before December 14, 2014 or within 15 days of issuance of use and occupancy of sales center in model home, whichever comes first; and
13. The area used by the trailer will be restored to its original condition.
14. The trailer must have shrubs and foliage around the perimeter as depicted on the attached pictures.

Henry Walker Homes agrees to the above conditions and if notified by Farmington City that Henry Walker Homes is in violation of any one condition and the violation is not corrected within 10 days the \$5,000 bond will be forfeited.

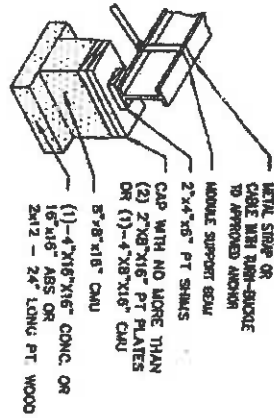
\_\_\_\_\_  
Mayor, Farmington City

Date

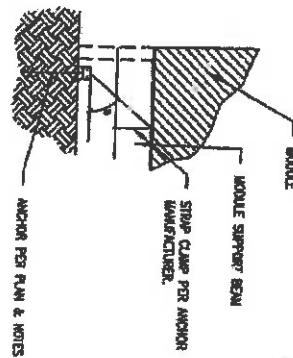
  
\_\_\_\_\_  
Henry Walker Homes

Date

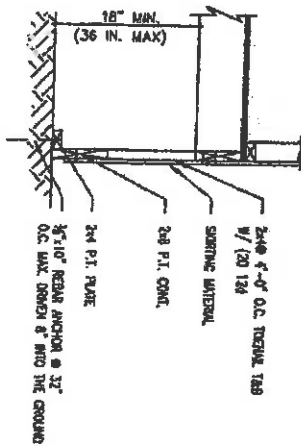




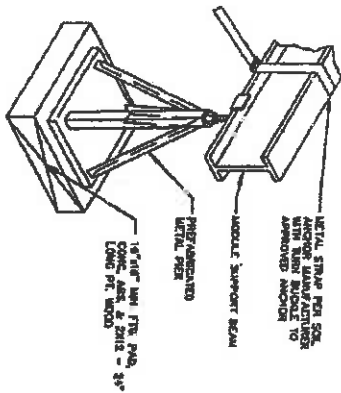
A1 CMU PIER  
N.T.S.



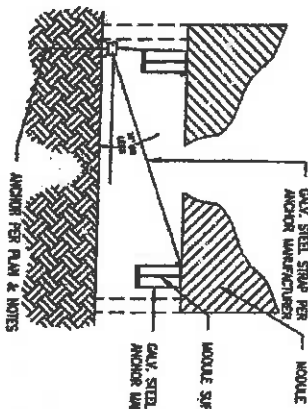
B1 SOIL ANCHOR-ENDWALL  
N.T.S.



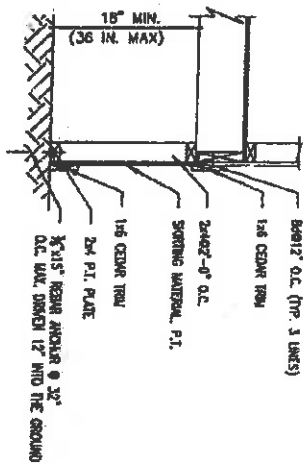
C1 SKIRTING DETAIL-NONBEARING  
N.T.S.



A2 PAD & PIER  
N.T.S.



B2 SOIL ANCHOR-SIDEWALL  
N.T.S.



C2 SKIRTING DETAIL-STRUCTURAL  
N.T.S.

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**PAD & PIER TYPE FOUNDATION**  
 PLAN - NOTES - DETAILS

REV. DATE: 01/29/2011  
 SHEET: 2 OF 2  
 DWG. NO.: 1104.051  
 SCALE: AS SHOWN

Professional Engineer (Structural)  
 DEAN W. BRIDGE  
 6221  
 WYOMING

Professional Engineer  
 DEAN W. BRIDGE  
 11135-2208  
 WYOMING

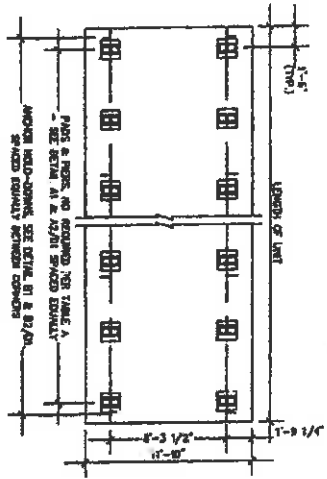
Professional Engineer  
 DEAN W. BRIDGE  
 23329  
 ARIZONA U.S.A.

Professional Engineer  
 DEAN W. BRIDGE  
 23329  
 COLORADO U.S.A.

Professional Engineer  
 DEAN W. BRIDGE  
 23329  
 MONTANA U.S.A.

Professional Engineer  
 DEAN W. BRIDGE  
 23329  
 NEBRASKA U.S.A.

Expires: 03/31/2013  
 Expires: 03/31/2013  
 Expires: 12/31/2011



**1**  
**12' WIDE MODULAR FOUNDATION PLAN**  
 SCALE: 1/8" = 1'-0"

**TABLE A**

MODULE RAIL PER/PAD SPACING

INSTALL PIER/PADS UNDER CHASSIS, SPACED EQUALLY BETWEEN CORNER PIERS  
 INSTALL HOLD-DOWNS, SPACED EQUALLY BETWEEN CORNER HOLD-DOWNS

LENGTH OF UNIT	# PIERES & PIERES EACH SUPPORT RAIL	# HOLD-DOWN ANCHORS EACH SIDE	BLEND
32'-0"	9	3	1
40'-0"	11	3	1
42'-0"	11	3	1
44'-0"	12	3	1
48'-0"	13	4	1

**STRUCTURAL NOTES:**

- DESIGN INFORMATION & LOADING:
  - BUILDING CODE: IBC, 2009 EDITION
  - ROOF LIVE LOAD: 30 PSF (SHOW),  $S_u = 1.0$ ,  $C_F = 1.15$
  - FLOOR LIVE LOAD: 50 PSF OR 2,000 COB. (OFFICE)
  - WIND CRITERION: 90 MPH,  $C_F = 1.0$ ,  $K_z = 1.0$
  - SEISMIC CRITERION: SDS=0.46,  $I_e = 1.0$ , CATEGORY D
  - ASSUMED SOIL BEARING: 1,500 PSF (VERIFY W/LOCAL BUILDING OFFICIAL)
  - WALL PLATE HEIGHT: 9'-0"
  - ROOF SLOPE: 3:12 OR FLATTER
- CONCRETE:
  - DESIGN COMP. STRENGTH: 2,500 PSI
  - MIN. YIELD: 60 KSI
- MASONRY:
  - UNIT: ASTM C-90, GRADE N
  - SET UNITS W/CORNER VERTICAL & NO MORE THAN 3 HIGH, PER PLAN, WITHOUT SOLID GROUTING CORERS. SOLID GROUTED CORERS OVER 5 HIGH REQUIRES SPECIFIC ENGINEERING.
- SPECIALTY ITEMS (MINUTE MAN PRODUCTS, Inc. (800) 438-7277 [www.minute-manproducts.com](http://www.minute-manproducts.com), OR EQUIVALENT)
  - METAL PIERS TO BE CAPABLE OF SUPPORTING 4,500 LB.
  - HOLD-DOWNS SET IN SOIL AND LOOSE GRAVEL SHALL BE SOIL ANCHOR AUGER-TYPE SET VERTICAL W/STABILIZER PLATE OR HEAD OR DRIVEN ANCHOR W/STABILIZER PLATE OR HEAD W/ A MIN. DESIGN WORKING LOAD OF 3,150 LB AND AN ULTIMATE LOAD OF 4,725 LB. NUMBER OF ANCHORS AS INDICATED ON TABLE A. CORNER HOLD-DOWNS TO BE WITHIN 3'-0" OF THE BUILDING CORNER. HOLD-DOWNS OTHER THAN AT THE CORNERS SHALL BE SPACED EQUALLY. EACH INDIVIDUAL EQUALLY SPACED HOLD-DOWN SHALL BE WITHIN 4'-0" OF THE EQUAL SPACING.
  - HOLD-DOWNS TO STABLE CONCRETE SHALL BE EITHER A MMA-16-TIES FOR PRE-POURED CONCRETE OR A MMA-12-210-PTH FOUR INTO THE CONCRETE. NUMBER OF ANCHORS PER
  - HOLD-DOWNS SET IN AN ASPHALT ROADWAY OR PARKING AREA SHALL BE TROCK-TYPE ANCHORS
  - INSTALL GROUND PORTION OF THE ANCHOR PRIOR TO SETTING THE BUILDING. CONNECT ANCHOR TIES TO BUILDING ONLY AFTER BUILDING IS FULLY BLOCKED AND LEVELLED
  - INSTALL ALL SPECIALTY ITEMS PER THE MANUFACTURERS RECOMMENDATIONS. SET INSTALLATION INSTRUCTION MANUAL.
- VENTING:
  - PROVIDE UNDER FLOOR VENTILATION PER IBC CODE AND LOCAL REQUIREMENTS AT 1 NET SF OF VENTILATION PER 150 SF OF FLOOR AREA.
  - IF A SUITABLE VAPOR RETARDER IS INSTALLED THE RATIO MAY BE INCREASED TO 1/2 SQ. FT. ACCEPTABLE TO THE LOCAL BUILDING OFFICIAL.
- ACCESS:
  - PROVIDE ACCESS TO THE UNDER FLOOR AREA PER THE CODE.
  - PROVIDE 10" MIN. CLEARANCE FROM SOIL TO UNDERSIDE OF ANY UNTREATED WOOD MEMBER
  - PROVIDE 12" MIN. CLEARANCE FROM SOIL TO UNDERSIDE OF ALL BUILDING MEMBERS.
- SITE CONDITIONS:
  - FOUNDATION SUBGRADE TO BE UNDISTURBED NATIVE SOILS OR STRUCTURAL FILL, COMPACTED TO 95% OF THE STANDARD PROCTOR DENSITY PER ASTM D-698.
  - SLOPE FINISHED GRADE AWAY FROM THE BUILDING FOUNDATION AT A MIN. GRADE OF 5% FOR THE FIRST 10 FEET AND 2% THEREAFTER TO A SUITABLE DISCHARGE.

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**MODULAR OFFICE BUILDINGS**

**PAD & PIER TYPE FOUNDATION**  
 PLAN - NOTES - DETAILS

DATE: 01/29/2011  
 DWG NO: 1174.05.1  
 SCALE: AS SHOWN

DESIGN: F12  
 SHEET: 1 OF 2

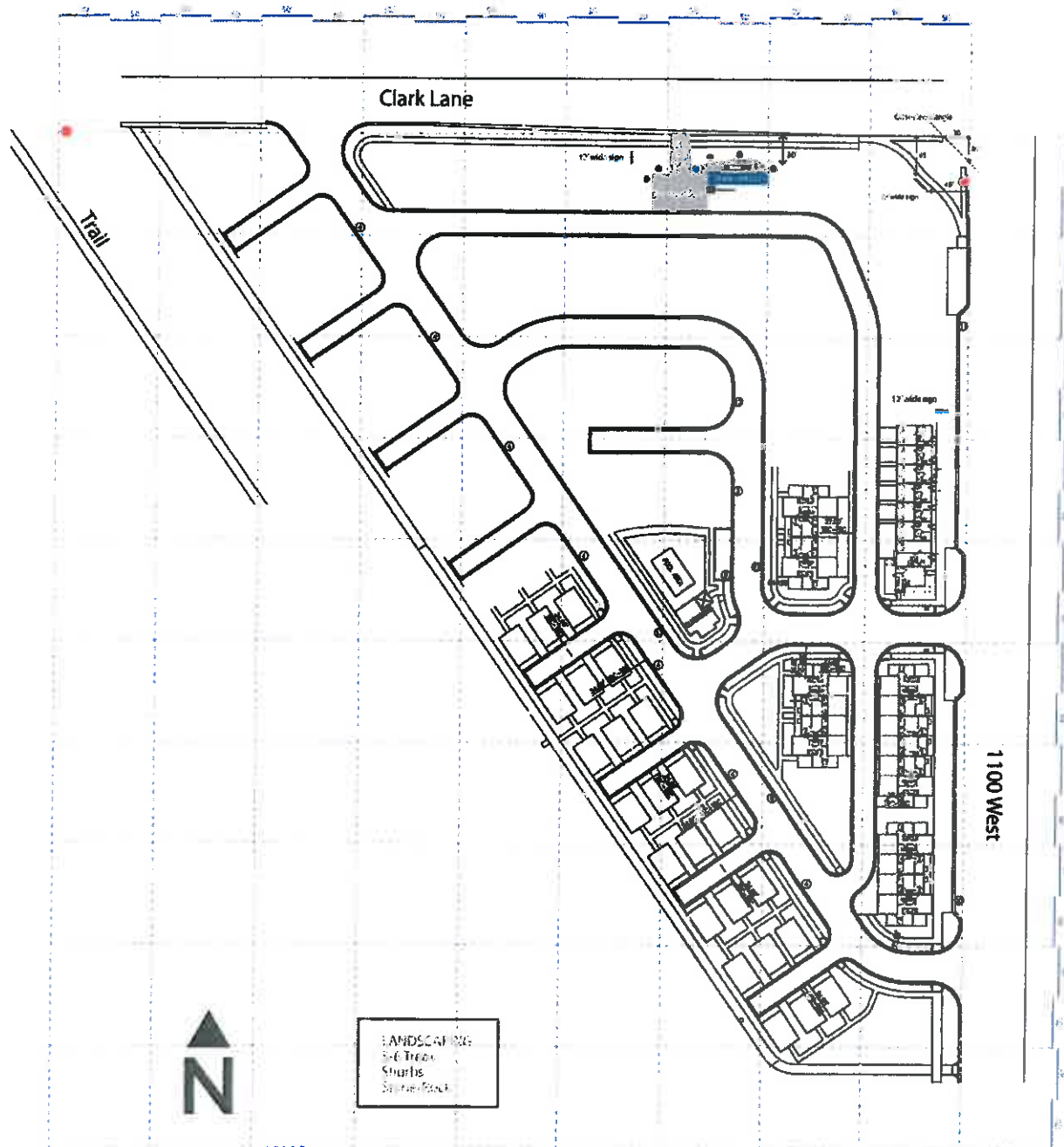
**PROFESSIONAL ENGINEER**  
 DEAN W. BRIGGS  
 LICENSE NO. 23329  
 STATE OF UTAH

**PROFESSIONAL ENGINEER**  
 DEAN W. BRIGGS  
 LICENSE NO. 11135-2203  
 STATE OF UTAH

**Professional Engineer (Structural)**  
 DEAN W. BRIGGS  
 LICENSE NO. 6221  
 WYOMING

Expires 03/31/2013  
 Expires 12/31/2011

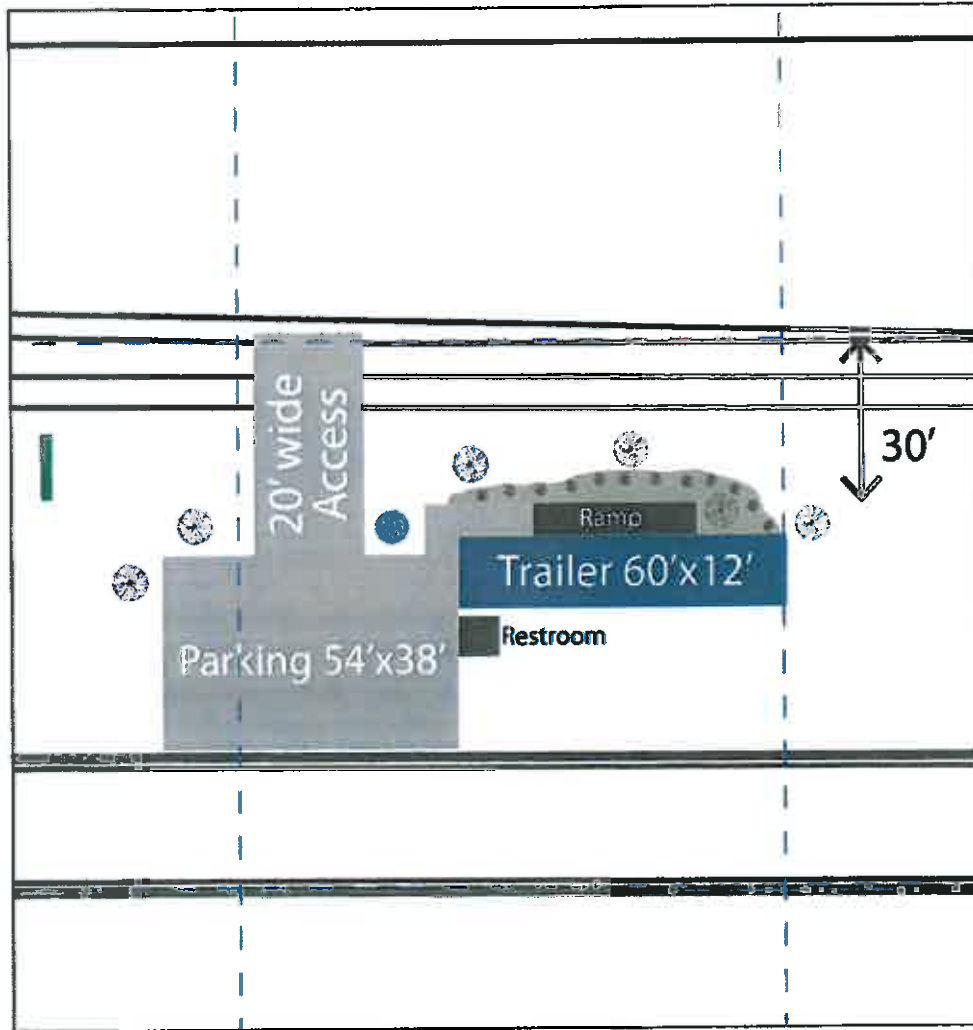
# Avenues at the Station



HENRY WALKER  
HOMES™



# Avenues at the Station



LANDSCAPE  
• 6 Trees  
• Shrub  
• Streetlight

HENRY WALKER  
HOMES™





## CITY COUNCIL AGENDA

For Council Meeting:  
August 5, 2014

**S U B J E C T: Meadow View Phase 2 – Request to Submit a Subdivision Application**

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

Direct staff to prepare a letter of understanding, for future City Council consideration, between the developer of Meadow View Phase 2 and Farmington City enabling the developer to submit a subdivision application for review by the City.

### **GENERAL INFORMATION:**

See staff report prepared by David Petersen.

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: David E. Petersen, Community Development Director

Date: August 5, 2014

SUBJECT: **MEADOW VIEW PHASE 2---REQUEST TO SUBMIT A SUBDIVISION APPLICATION**

### RECOMMENDATION

Direct staff to prepare a letter of understanding, for future City Council consideration, between the developer of Meadow View Phase 2 and Farmington City enabling the developer to submit a subdivision application for review by the City.

### BACKGROUND

The Planning Commission is preparing an ordinance change for eventual consideration by the City Council amending chapters 10, 11, 12, and 28 (and possibly more chapters) regarding "conventional" and conservation subdivision, and transfer of development rights. Under pending legislation provisions of the State Code, six months is provided to municipalities to complete and adopt new land use ordinance changes whereby any applications received during this time period must comply (or owners of property must agree to comply) with the ordinance changes—if adopted.

The developers of the Meadow View subdivision, desire to develop a second phase on property previously owned by John Stathis next to the S & S Railroad Park. They anticipated submitting an application for the next phase a few months ago, but put that application on hold to negotiate with the LDS Church for a new church site. Apparently the LDS church discontinued the deal, and now the developer is ready to apply for phase 2, but were not aware of the pending legislation rule and are requesting a waiver of the rule as their original application would not work under the proposed changes.

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager

## CITY COUNCIL AGENDA

For Council Meeting:  
August 5, 2014

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

1. Approval of Minutes from July 15, 2014
2. Lease Purchase Agreement for a New Street Sweeper Truck with Zions Bank
3. Street Light Maintenance Contract with Black and McDonald
4. Ratification of Approval of Storm Water Bond Log

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 15, 2014

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## REGULAR SESSION

*Present: Mayor Jim Talbot, Council Members Doug Anderson, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, Finance Director Keith Johnson, Development Director David Petersen, Associate Planner Eric Anderson, Parks Superintendent Colby Thackeray, Recreation Coordinator Sylvia Clark, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Member John Bilton was excused.*

## CALL TO ORDER:

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

The invocation was offered by **Mayor Talbot**, and Boy Scout **Bryson Wood** of Troop 1355 led the Pledge of Allegiance.

## PRESENTATION OF PETITIONS AND REQUESTS:

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

**David Petersen** said this PUD was formerly Nichols Nook; it was purchased by a new developer who changed the name to the Meadows at City Park. The Preliminary Plan was approved in 2008, and the Final Plan and Development Agreement were approved in 2011 (the Agreement is valid for 5 years). The majority of residents in the area are in favor of a PUD rather than higher-density options. The 5-foot setback would apply to any structure on this site. The applicant purchased an adjacent lot (39 South 200 West) which will service the utilities, and the existing home is not historic.

Developer **Pete Smith**, 47 East Crestwood Road, Kaysville, stated that the setback is 5'8" for a short length on the south side of the property next to the apartments; the remainder is 7'8", and the setback on the east side of the property will be 15 feet. Unit 4 is a split unit with stairs to a loft area on the west side of the home. The Police and Fire Departments plan to use the existing home for SWAT training purposes prior to demolition. **Brigham Mellor** is in favor of gradual housing transitions, and it appears this project will provide a good change in density.

### Motion:

**Jim Young** made a motion to approve the Preliminary PUD Master Plan for the Meadows at City Park Planned Unit Development located at 50 South 100 West with the following conditions and findings:

1. The applicant shall comply with all requirements of the Planning Department, Engineering and all utilities regarding the Final PUD Master Plan.
2. The applicant must provide drawings for both the on-site and off-site improvements including a grading and drainage plan and SWPPP and obtain approval from 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.
6. The Development Agreement shall be amended to reflect the new plan prior to Final Plat approval.
7. The applicant will be subject to all previous conditions and findings for preliminary and final approvals.

The motion was seconded by **Brigham Mellor** and unanimously approved.

Findings for Approval:

1. The Preliminary PUD Master Plan does not vary substantially from the Final PUD Master Plan and Development Agreement approved in 2009.
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).

**SUMMARY ACTION**

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

Motion:

**Cory Ritz** made a motion to approve the three items on the Summary Action List. **Jim Young** seconded the motion which was unanimously approved.

Change in the order of agenda items

Motion:

**Brigham Mellor** made a motion to move the City Manager report prior to the discussion of the Park/Gym Funding. **Doug Anderson** seconded the motion which was unanimously approved.

## GOVERNING BODY REPORTS:

### City Manager – Dave Millheim

- He asked for the Council's opinion on UDOT's plan to demolish the Ally Rose Home. **David Petersen** said the City has a historic preservation corridor along Main Street, and in the past there was interest in saving this home. Several years ago UDOT was willing to sell the property to the City at a reasonable price, and the City planned to obtain a RFP bid to restore the home. Site plans were drawn and everything was in place but the City Council decided to wait. A home across the street from this one was also historic, and many residents were upset when UDOT demolished it. **Doug Anderson** said he will inform the Historic Preservation Commission, and **Dave Millheim** will search for details regarding the previous plan.

## DISCUSSION ITEM:

### Finalization of Park/Gym Funding

**Dave Millheim** said the two main factors driving the park/gym are the growth of the recreation programs and the new high school. He asked the Council to decide how the G.O. Bond and RAP Tax funds should be allocated. Both funding options have specific statutory requirements, and the City cannot use taxpayer money to advertise the election. Staff's recommendation has not changed—they want to build the gym first because it cannot be done in phases.

**Keith Johnson** distributed a G.O. Bond/RAP Tax Election calendar of events outlining each step of the process, including an Executive Committee meeting and an information packet and educational brochure which will be given to the media, community/county leaders, and recreation participants. An election committee will discuss strategy, make assignments and prepare campaign materials. He told the Council that the exact location of the gym could possibly be decided later.

**Mayor Talbot** proposed the allocation of \$4.5 million to build the gym first leaving \$1.5 million for the park. The RAP tax would add \$1.6 million, recreation funds would add \$500,000, and donations/impact fees may add more to the total of \$3.6 million. A 4-plex could then be built followed by park improvements and soccer/football fields.

**Doug Anderson** agreed with the Mayor's proposal and asked Parks and Recreation employees what they would choose to do. **Sylvia Clark** said she would build the gym first. During Festival Days he heard numerous comments during from tennis players and residents who expressed excitement about the gym.

**Cory Ritz** disagreed with several comments made by the **Mayor** and asked how the City plans to pay for road improvements on 650 West and Glover Lane. The impacts to west Farmington have been slow and gradual, but with a high-density housing project, an elementary school, a high school and a charter school, the center section of west Farmington will become very different. He proposed moving the gym next to the charter school. Residents in the area

have given up a lot and think the 650 West location would lessen traffic and parking impacts. He questioned DSD's offer to assist with the maintenance of the gym and feels that it would be better to lose ball fields rather than a gym if the WDC route is not favorable to Farmington.

**Brigham Mellor** asked if the location of the gym had to be decided tonight, and **Mr. Millheim** cautioned against choosing a site and changing the plan at a later date and said it is never wise for a public official to make a major change to an existing plan approved by the voters. However, the West Davis Corridor would be a major, legitimate reason to change. Brigham pointed out that the park could be built in phases but the gym could not.

**Jim Young** supports building the gym first because people can relate to tangible things (bricks and mortar) more than intangible things (grass). He asked for Parks & Recreation Director **Neil Miller's** opinion on the location of the gym, and **Dave Millheim** said **Mr. Miller** feels that the 1100 West site is more flexible, has a better configuration, and parking/maintenance costs may be shared with the elementary school. The negative is that it may be affected by the WDC. The 650 West site is more centrally located but the layout of the fields would be constricted.

Motion:

**Cory Ritz** made a motion that the City move forward with the funding plan for a gym and a park. The gym and 4-plex would be built first on the 650 West site and the park would be built in phases, and the motion is subject to these findings: (1) the road impacts could be minimized up front; (2) the utility of the dollars will be maximized by having the gym and 4-plex in the same area; (3) the expenditure of dollars on the Glover Lane site will be postponed until a decision is made regarding the WDC is made; and (4) the park facilities will be completed in phases. The motion died for lack of a second.

Motion:

**Brigham Mellor** made a motion to apply the funds from the \$6 million G.O. Bond to the construction of a gym (with a cap of \$5 million and subject to accepted bids. The remaining G.O. funds, RAP tax proceeds and any other funds will be used to build a 4-plex, park amenities and soccer fields. The motion was seconded by **Doug Anderson** and approved by Council Members **Anderson, Mellor and Young**. **Cory Ritz** did not approve the motion because of heavy impacts to residents in these areas.

Motion:

**Brigham Mellor** made a motion to direct staff to conduct a survey to obtain public comments regarding the location of the proposed gym. **Doug Anderson** seconded the motion which was unanimously approved.

Mayor – Jim Talbot

- He and his wife are planning an “end of summer” party for the City Council.

- He thanked the Council for their participation during Festival Days. He was pleasantly surprised by the number of people who shared positive comments about the fact that the City Council attended numerous activities.
- He and **Cory Ritz** will attend the Town Hall Meeting on Sep. 17<sup>th</sup> from 8-9 p.m.
- He asked Council Members to turn off their cell phones during City meetings.

### City Council

#### Doug Anderson:

- Festival Days was a blast.
- The temporary 4-way stop in west Farmington is working fine.

#### Brigham Mellor:

- Festival Days was a great experience.

#### Cory Ritz:

- He suggested having a City Council booth during Festival Days 2015.
- He referred to an email from **Jared Bryson**, and the City Manager's response to Mr. Bryson was that the City is not responsible for Weber water issues.

### CLOSED SESSION

#### Motion

At 9:50 p.m. **Cory Ritz** made a motion to go into a closed meeting to discuss pending litigation. **Brigham Mellor** seconded the motion which was 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 9:52 p.m. a motion to reconvene into an open meeting was made by **Cory Ritz**. The motion was seconded by **Doug Anderson** and unanimously approved.

## **ADJOURNMENT**

### ***Motion:***

**Brigham Mellor** made a motion to adjourn the meeting. **Jim Young** seconded the motion which was unanimously approved, and the meeting was adjourned at 10:08 p.m.

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**Holly Gadd**, 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 22, 2014

Subject: **APPROVE THE LEASE PURCHASE AGREEMENT FOR A NEW STREET SWEEPER TRUCK WITH ZIONS BANK.**

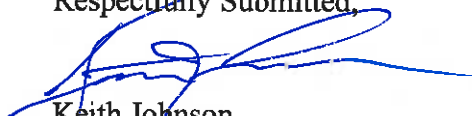
### RECOMMENDATIONS

Approve the enclosed Lease Agreement with Zions Bank for the purchase of a new street sweeper truck that was approved in the budget.


### BACKGROUND

Enclosed is the lease agreement with Zions Bank for the purchase of a new street sweeper truck. It was approved in the budget to trade in the old street sweeper truck for a new one. The old truck is almost 5 years old and needs to be replaced before problems start occurring with it. The lease is for 3 years as normally the street sweeper is traded in every 4 to 5 years. The total cost is \$232,900.00 with a trade in value of \$88,175.00, so the cost of the lease is \$144,725.00.

Respectfully Submitted,

  
Keith Johnson,  
Assistant City Manager

Review and Concur,

  
Dave Millheim,  
City Manager

# QUOTATION

## INTERMOUNTAIN SWEEPER CO

Mountain West's Premier Sales and Service Center for Sweepers and Scrubbers

6972 South Airport Road  
West Jordan, UT 84084  
(801) 955-6280  
Fax (801) 969-6048  
Toll Free Outside S.L. 1-800-748-5456

TO • Brad Thurgood  
Farmington City

QUOTATION DATE  
7/22/14

REPRESENTATIVE  
Andrew

TERMS	SHIPMENT	TO	ESTIMATED SHIPPING DATE		
Net 10	Best way	Destination	With Unit	OPTION PRICES	AMOUNT
DESCRIPTION					
<b><u>Tyco 600 Options</u></b>					
BAH Broom Assist Head with main broom inside Head			Included		
Lo noise Turbo charged engine 99 HP Tier III			Included		
Lo noise Turbo charged engine Tier III when required			\$15,000.00		
In cab hydraulic gutter broom tilt - each			Included		
Gutter Broom drop down for scrubbing in front of head Each			\$875.00		
Auto Sweep Interrupt System			Included		
Auxiliary Suction hose with hydraulic assist and auxiliary hydraulics and remote pendant control			Included		
Auxiliary fuse panel			Included		
Aux hand hose extension nozzle 42" Each			\$425.00		
Hi/Low pressure wash down system with Cat pump and wand			Included		
Hydraulic Curtain Lifter with in cab control			Included		
High output water system w/extra nozzles for extreme dust control			Included		
Reverse Pickup Head Chains			Included		
In cab dump switch			Included		
Variable Speed Gutter Brooms with hydraulic control			Included		
Engine intake heater for aux engine Cold Weather aid			Included		
Hopper load indicator with in cab warning			Included		
Double Capacity Centrifugal Dust Separator Upgrade			Included		
Full length cab light bar- LED type with 12 modules			\$1,900.00		
Arrow stick with in cab controller LED			Included		
In Cab Electric Remote and heated mirrors			Included		
Upgrade blower housing to Nitronic Stainless Steel			Included		
Cab over chassis Peterbuilt			\$16,750.00		
Stainless steel hopper, screen, separator, and blower housing			Included		
Upgrade screen to wire woven 1/4" Mesh Chip Screen			Included		
COMDEX Pack with 330 gallons, tool box, work platform w/steps			Included		
Head deluge with hydrant hookup			Included		
Some options may affect standard equipment by change or upgrade					

WE ARE PLEASED TO SUBMIT THIS QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER WE ASSURE IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR \_\_\_\_\_ DAYS. THIS QUOTATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

QUOTED BY \_\_\_\_\_

  
Intermountain Sweeper Co.

ACCEPTED BY \_\_\_\_\_

DATE \_\_\_\_\_

PURCHASE ORDER # \_\_\_\_\_

THANK YOU! WE APPRECIATE YOUR BUSINESS.

# QUOTATION

## INTERMOUNTAIN SWEEPER CO

Mountain West's Premier Sales and Service Center for Sweepers and Scrubbers

6972 South Airport Road  
West Jordan, UT 84084  
(801) 955-6280  
Fax (801) 969-6048  
Toll Free Outside S.U. 1-800-748-5456

TO  
Brad Thurgood  
Farmington City  
720 West 100 North  
Farmington, UT 84025

QUOTATION DATE <b>7/22/14</b>	SALES PERSON <b>Andrew</b>
----------------------------------	-------------------------------

TERMS	SHIPPED VIA	FOB	ESTIMATED SHIPPING DATE		
Net 10	Best way	Destination	3-5 Days ARO		
	DESCRIPTION		OPTION PRICES		AMOUNT
	<b>Tymco 600 BAH Regenerative Air Sweeper Mounted on 2014 Navistar 4300-DT Chassis Complex Package</b>				\$232,900.00
	<b><u>BUILT IN VALUE INCLUDES</u></b> John Deere turbo diesel aux. engine-99 HP HD air cleaner with turbo pre cleaner/filter minder Auto shutdown for lo oil and high temperature and low coolant Broom Assist Head-BAH with head deluge cleanout Dust control system w/330 gallon tank High output water system-Cat 290 pump Air purge on water system Hi/Low pressure wash down system Hopper deluge clean out system with four nozzles Rubber lined blower with Lo Noise ratio Abrasion protection package with bolt in rubber liners Double capacity Centrifugal Dust Separator Auxiliary 3" suction hose with hydraulic assist boom Dual gutter brooms with floodlights, parabolic mirrors In cab hydraulic gutter broom tilt left and right Duo skids with 2 Year warranty Dual steering with dual air suspension seats Deluxe back lit control console & Severe weather wiring package Oversize storage box and tool carrier, work platform w/steps Dual hopper inspection doors Amber strobe w/linab guard and flashers on rear Back up alarm and rear floodlights, air horn 210 HP Turbo Diesel DT Engine with Allison 2500RDS-P 31,000 GVW Chassis 2 Speed Axle In cab air conditioner with AM/FM/CD stereo, elec. heated mirrors Leaf pressure bleeder and hydraulic curtain lifter Operator Training DVD				Less Trade in of Tymco 600 and Factory SS Concessions -\$88,175.00  Net \$144,725.00

PLEASE PRINT TO VERIFY THE ABOVE QUOTATION FOR YOUR CONSTRUCTION. SHOULD YOU PLACE AN ORDER, PLEASE REFER TO THE QUOTATION NUMBER AND DATE. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

QUOTED BY: ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PURCHASE ORDER #

THANK YOU! WE APPRECIATE YOUR BUSINESS.

# LEASE PURCHASE AGREEMENT

This equipment lease (the "Lease") dated as of August 8, 2014, by and between Zions First National Bank, One South Main Street, Salt Lake City, Utah 84111 ("Lessor"), and Farmington City, Utah ("Lessee") a body corporate and politic existing under the laws of the State of Utah. This Lease includes all Exhibits hereto, which are hereby specifically incorporated herein by reference and made a part hereof.

*Now therefore*, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

## ARTICLE I

### Lease Of Equipment

Section 1.1 *Agreement to Lease*. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the "Equipment" (as hereinafter defined), to have and to hold for the term of this Lease; provided, however, that the obligation of Lessor to lease any item of the Equipment and to make payment to the Vendor therefor is subject to the condition precedent that Lessee shall provide the following at its cost, in form and substance satisfactory to Lessor:

- (i) Evidence satisfactory to Lessor as to due compliance with the insurance provisions of Section 10.2 hereof;
- (ii) Invoice of the Vendor of such item of Equipment; and
- (iii) Delivery And Acceptance Certificate in the form attached hereto as Exhibit "E" executed by Lessee acknowledging delivery to and acceptance by Lessee of such item of Equipment.

Section 1.2 *Title*. During the term of this Lease, title to the Equipment will be transferred to, and held in the name of, Lessee, subject to retransfer to Lessor as provided in Section 3.4. Upon termination of this Lease as provided in Sections 3.3 (a) or 3.3 (c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessor, Lessee, or any other person, provided that if any action is so required, Lessee by this Lease appoints Lessor its irrevocable attorney in fact to take any action to so transfer title to the Equipment to Lessor. Lessor at all times will have access to the Equipment for the purpose of inspection, alteration, and repair.

Section 1.3 *Security*. To secure the payment of all of Lessee's obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment. The security interest granted herein includes proceeds. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or advisable to establish and maintain its security interest in the

Equipment. Lessor understands and agrees that the security interest granted in this Section shall be subject and subordinate to presently existing security interests and/or purchase money security interests in miscellaneous equipment which may be installed in accordance with the provisions of Section 9.3.

## ARTICLE II

### Definitions

The terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

“Business Day” shall mean any day except Saturday, Sunday and legal holidays on which banks in the State of Utah are closed.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” shall mean the date when the term of this Lease begins and Lessee’s obligation to pay rent accrues, as set forth in Section 3.1.

“Equipment” shall mean the property which Lessor is leasing to Lessee referred to in Section 1.1 and more fully described in Exhibit “A.”

“Lessee” shall mean Farmington City, Utah.

“Lessor” shall mean Zions First National Bank, Salt Lake City, Utah, its successors and assigns.

“Option Purchase Price” shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V.

“Original Term” shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

“Principal Outstanding” means the remaining unpaid principal outstanding under this Lease as specified on Exhibit “C” attached hereto.

“Renewal Terms” shall mean all of the additional periods of one year (coextensive with Lessee’s fiscal year) for which this Lease shall be effective in the absence of a termination of the Lease as provided in Article III.

“Rental Payment Date” means the dates upon which Rental Payments are to be made by the Lessee to the Lessor hereunder as specified on Exhibit “C” attached hereto.

“Rental Payments” means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.

“Term” or “Term of this Lease” shall mean the Original Term and all Renewal Terms provided for in this Lease under Section 3.2.

“Vendor” shall mean the manufacturer of the Equipment and the manufacturer’s agent or dealer from whom Lessor purchased or is purchasing the Equipment.

### ARTICLE III

#### Lease Term

Section 3.1 *Commencement*. The Term of this Lease shall commence as of:

\_\_\_\_\_ the date this Lease is executed.

\_\_\_\_\_ days after the receipt, installation, and operation of the Equipment, and its acceptance by Lessee, as indicated by an acceptance certificate signed by Lessee.

\_\_\_\_\_ the date the Vendor receives full payment for the Equipment from Lessor.

  X   August 8, 2014.

Such date will be referred to as the Commencement Date.

Section 3.2 *Duration of Lease: Nonappropriation*. This Lease will continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be automatically extended for three (3) successive additional periods of one year coextensive with Lessee’s fiscal year (each, a “Renewal Term”), unless this Lease is terminated as hereinafter provided.

The parties understand that as long as Lessee has sufficient appropriated funds to make the Rental Payments hereunder, Lessee will keep this Lease in effect through all Renewal Terms and make all payments required herein or Lessee will exercise its option under Article V to purchase the Equipment. Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Leased Equipment which is the subject of this Lease to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the Equipment for the duration of the Original Term and all Renewal Terms. If Lessee does not appropriate funds to continue the leasing of the Equipment for any ensuing Renewal Term, this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Lessor of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect; provided, however, that a failure to give such written notice shall not constitute an event of default, result in any liability on the part of the Lessee or otherwise affect the termination of this Lease as set forth hereinabove.

Section 3.3 *Termination*. This Lease will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Lease and the failure of Lessee to appropriate funds to continue the leasing of the Equipment for the ensuing Renewal Term;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;
- (c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Term of this Lease.

Section 3.4 *Return of Equipment Upon Termination*. Upon termination of this Lease pursuant to Sections 3.3 (a) or 3.3 (c), Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof in the following manner as may be specified by Lessor:

- (a) By delivering the Equipment to Lessor at Lessee's principal place of business; or
- (b) By loading the Equipment at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the destination designated by Lessor.

Lessee shall obtain all governmental authorizations to permit return of the Equipment to Lessor and Lessee shall pay to Lessor such sum as may be necessary to cover replacement of all broken or missing parts.

#### **ARTICLE IV**

##### **Rental Payments**

Section 4.1 *Amount*. Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms on the dates and in the amounts set forth in Exhibit "C" attached hereto. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at or to such other person or entity or at such other place as Lessor may from time to time designate by written notice to Lessee.

Section 4.2 *Portion of Rental Payments Attributable to Interest*. The portion of each Rental Payment which is paid as and is representative of interest is set forth in Exhibit "C" attached hereto.

Section 4.3 *No Right to Withhold*. Notwithstanding any dispute between Lessee, Lessor, Vendor or any other party, Lessee will make all Rental Payments when due, without withholding any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction.



Section 4.4 *Rental Payments to Constitute a Current Obligation of the Lessee.* The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any provision of Sections 10-8-6 or 11-1-1 through 11-1-2, Utah Code Annotated 1953, as amended, or Section 3, 4, or 5 of Article XIV of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the credit of the Lessee to the payment of the Rental Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Rental Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

## ARTICLE V

### Purchase Of Equipment

Section 5.1 *Option Purchase Price.* On any Business Day on or after August 8, 2014, Lessee may purchase the Equipment from Lessor at a price equal to the principal amount outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such date is a Rental Payment Date, in which case, the principal amount outstanding as of such date), plus accrued interest from such Rental Payment Date to such date of calculation at the rate of interest per annum in effect for the period during which the calculation is made, as set forth in Exhibit "C."

Section 5.2 *Manner of Exercise of Option.* To exercise the option, Lessee must deliver to Lessor written notice specifying the date on which the Equipment is to be purchased (the "Closing Date"), which notice must be delivered to Lessor at least thirty (30) days prior to the Closing Date specified therein. At the closing, Lessor will deliver to Lessee a bill of sale transferring the Equipment to Lessee free and clear of any lien or encumbrance created by or arising through Lessor, but without warranties, and will deliver all warranties and guarantees of Vendors of the Equipment.

Section 5.3 *Conditions of Exercise of Option.* Lessee may purchase the Equipment pursuant to the option granted by this Lease only if Lessee has made all Rent Payments when due (or has remedied any defaults in the payment of rent, in accordance with the provisions of this Lease) and if all other representations, covenants, warranties, and obligations of Lessee under this Lease have been satisfied (or all breaches of the same have been waived by Lessor in writing).

Section 5.4 *Termination Purchase.* Upon the expiration of the Term of the Lease and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased the Equipment (without the payment of additional sums) and shall be vested with all rights and title to the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section, it shall deliver to Lessee the documents specified in Section 5.2, and shall comply with the provisions of Section 5.2 relating to termination upon exercise of the option to purchase.

## ARTICLE VI

### Representations, Covenants, And Warranties Of Lessee And Lessor

Section 6.1 *Representations, Covenants and Warranties of Lessee.* Lessee represents, covenants, and warrants as follows:

- (a) Lessee is a body corporate and politic, duly organized and existing under the Constitution and laws of the State of Utah.
- (b) Lessee is authorized by the Constitution and laws of the State of Utah to enter into this Lease and to effect all of Lessee's obligations hereunder. The governing body of Lessee has executed the resolution attached as Exhibit "B" to this Lease which specifically authorizes Lessee to execute and deliver this Lease.
- (c) All procedures and requirements, including any legal bidding requirements, have been met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease and all rent and other payment obligations will be paid out of funds legally available for such purpose.
- (d) The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of this Lease was authorized, as evidenced by the certificate of open meeting law attached to the Resolution of Governing Body which is attached hereto as Exhibit "B."
- (e) The letter attached to this Lease as Exhibit "D" is a true opinion of Lessee's counsel.
- (f) Lessee will use and service the Equipment in accordance with Vendor's instructions and in such a manner as to preserve all warranties and guarantees with respect to the Equipment.
- (g) During the term of this Lease, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.
- (h) The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.
- (i) The Equipment shall be used solely by Lessee and shall not be subject to any direct or indirect private business use.
- (j) Lessee covenants and certifies to and for the benefit of Lessor throughout the term of this Lease that:

- (1) No use will be made of the proceeds of this Lease, or any funds or accounts of Lessee which may be deemed to be proceeds of this Lease, which use, if it had been reasonably expected on the date of execution of this Lease, would have caused this Lease to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code;
  - (2) Lessee will at all times comply with the rebate requirements of Section 148(f), to the extent applicable;
  - (3) in order to preserve the status of this Lease as other than a "private activity bond" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease is outstanding: (I) none of the proceeds of this Lease or the Equipment financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code; and (II) no part of this Lease shall be secured in whole or in part, directly or indirectly, by any interest in any equipment used in any such "private business use" or by payments in respect of such equipment, and shall not be derived from payments in respect of such equipment;
  - (4) it will not take any action or omit to take any action such that would cause interest on this Lease to become ineligible for the exclusion from gross income of Lessor as provided in Section 103 of the Code.
- (k) The obligations of Lessee under this lease are not federally guaranteed within the meaning of Section 149(b) of the Code.
- (l) This Lease is being executed for the purpose of acquiring the Equipment and is not being issued to refund or refinance any outstanding obligation of Lessee, nor to reimburse Lessee for any expenditures made prior to sixty (60) days before the date the Governing Body (as defined in the Resolution of the Governing Body attached hereto) of the Lessee adopted the Resolution of the Governing Body attached hereto.
- (m) In compliance with Section 149 (e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038-G or 8038-GC, as appropriate.
- (n) Lessee has selected the Equipment and desires to lease the Equipment for use in the performance of its governmental or proprietary functions. Lessor, at Lessee's request, has ordered or shall order the Equipment and shall lease the same to Lessee as herein provided, Lessor's only role being the facilitation of the financing of the Equipment for the Lessee. Lessor will not be liable for specific performance or for damages if the supplier or manufacturer of the Equipment for any reason fails to fill, or delays in filling, the order for the Equipment. Lessee acknowledges that Lessor is not a manufacturer of or a dealer in the Equipment (or similar equipment) and does not inspect the Equipment prior to delivery to Lessee. Lessee agrees to accept the Equipment and authorizes Lessor to add the serial number of the Equipment to Exhibit "A." Lessor shall have no obligation to install, erect, test, inspect, or service the Equipment. *For purpose of this Lease and of any purchase of the Equipment*

*effected under this Lease, Lessor expressly disclaims any warranty with respect to the condition, quality, durability, suitability, merchantability or fitness for a particular purpose of the Equipment in any respect, and any other representation, warranty, or covenant, express or implied. Lessor will not be liable to Lessee for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by any inadequacy, deficiency, or defect in the equipment, or by any use of the equipment, whatsoever.* Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and Lessor directs Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense, subject to Lessee's obligation to reassign to Lessor all such warranties and guarantees upon Lessor's repossession of the Equipment.

- (o) During the term of this Lease, Lessee covenants and agrees (1) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of Lessee in accordance with applicable law an item for expenditure of an amount necessary to pay the Rental Payments for the Equipment during the next succeeding Renewal Term, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Rental Payments.
- (p) There are no legal or governmental proceedings or litigation pending or, to the best knowledge of Lessee, threatened or contemplated (or any basis therefore) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of this Lease
- (q) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations for which its general credit or revenues are pledged.

Section 6.2 *Representations, Covenants and Warranties of Lessor.* Lessor represents, covenants, and warrants as follows:

- (a) During the term of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor, except upon default by Lessee as set forth in this Lease.
- (b) Lessor has not caused to be created any lien or encumbrance on the Equipment except the security interest provided in Section 1.3 of this Lease.

## ARTICLE VII

### Events Of Default And Remedies

Section 7.1 *Events of Default Defined*. The following shall be “events of default” under this Lease and the terms, “event of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to nonappropriation; and (ii) if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof, Lessee shall not be deemed in default during the continuance of such inability. The term “*force majeure*” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms, droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 *Remedies on Default*. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

- (a) With or without terminating this Lease, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, holding Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the purchase price, rent or other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease; and

- (b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 7.3 *No Remedy Exclusive*. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 *Waiver of Certain Damages*. With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment.

## ARTICLE VIII

### Payment Of Taxes, Fees, Permits, And Utility Services

Section 8.1 *Interpretation*. This Lease for all purposes will be treated as a net lease.

Section 8.2 *Taxes and Fees*. Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition, except any federal or state income taxes payable by Lessor on such rental or earnings. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 *Permits*. Lessee will provide all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 *Utilities*. Lessee will pay all charges for gas, water, steam, electricity, light, heat or power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the term of this Lease. There will be no abatement of rent on account of the interruption of any such services.

## ARTICLE IX

### Use, Repairs, Alterations, And Liens

Section 9.1 *Use*. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property notwithstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure.

Section 9.2 *Repairs*. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.3 *Alterations*. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease (other than termination pursuant to Section 3.3(b) or (d), restores the Equipment to its function and manner of operation prior to the installation of such equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous equipment installed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 *Liens*. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

## ARTICLE X

### **Indemnification, Insurance, And Damage To Or Destruction Of The Equipment**

Section 10.1 *Indemnification*. Lessee assumes liability for and agrees to indemnify Lessor from and against any and all liability (including attorney's fees) of any nature imposed upon, incurred by, or asserted against Lessor which in any way relates to or arises out of ownership, delivery, lease, possession, use, operation, condition, sale, or other disposition of the Equipment. Notwithstanding anything contained in this Section to the contrary, Lessor shall not be indemnified for, or relieved of, any liability which may be incurred from Lessor's breach of this Lease.

Section 10.2 *Insurance*. Lessee at Lessor's option will either self insure, or at its cost, will cause casualty insurance, public liability insurance, and property damage insurance to be carried and maintained on the Equipment, with all such coverages to be in such amounts sufficient to cover the value of the Equipment at the commencement of this Lease (as determined by the purchase price paid by Lessor for the Equipment), and to be in such forms, to cover such risks, and with such insurers, as are acceptable to Lessor. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Lessor to be the named insured on such policies as its interest under this Lease may appear. Insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Lessor to the extent of the sum of the Option Purchase Price of the Equipment at the time of its damage or destruction and all amounts due and owing hereunder. Lessee will deliver to Lessor the policies or evidences of insurance satisfactory to Lessor, if any, together with receipts for the initial premiums before the Equipment is delivered to Lessee. Renewal policies, if any, together with receipts showing payment of the applicable premiums will be delivered to Lessor at least thirty (30) days before termination of the policies being renewed. By endorsement upon the policy or by independent instrument furnished to Lessor, such insurer will agree that it will give Lessor at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workmen's compensation insurance covering all employees working on, in, or about the Equipment, and will require any other person or entity working on, in, or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverages throughout the Term of this Lease.

Section 10.3 *Damage to or Destruction of the Equipment*. If all or any part of the Equipment is lost, stolen, destroyed, or damaged, Lessee will give Lessor prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost within thirty (30) days after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Lessor under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Lessor to the extent of the then remaining portion of the Rental Payments to become due during the Term of this Lease less that portion of such Rental Payments attributable to interest which will not then have accrued. No loss, theft, destruction, or damage to the Equipment will impose any obligation on Lessor under this Lease, and this Lease will continue in full force and effect



regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Equipment and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

## **ARTICLE XI**

### **Miscellaneous**

Section 11.1 *Assignment and Sublease by Lessee.* Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 *Assignment by Lessor.* The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) notice of any such assignment, transfer or other disposition is given to Lessee at least five (5) days prior thereto; (2) prior to any such assignment, transfer or other disposition, the name and address of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease; and (3) prior to any such assignment, transfer or other disposition, this Lease must be surrendered to Lessee and the interest of any such assignee or transferee indicated on the face hereof and after such notation hereon, Lessee will redeliver this Lease to the new owner or owners hereof. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof.

Section 11.3 *Lessor's Right to Perform for Lessee.* If Lessee fails to make any payment or fails to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon as herein provided, will be deemed to be additional rent payable by Lessee on Lessor's demand.

Section 11.4 *Addresses.* All notices to be given under this Lease will be made in writing and mailed or delivered by registered or certified mail, return receipt requested to the following addresses until either Lessee or Lessor gives written notice to the other specifying a different address:

- (a) if to Lessee, at Farmington City, Utah, 160 South Main, PO Box 160, Farmington, UT 84025. Attention: Keith Johnson.

(b) if to Lessor, at Zions First National Bank, One South Main Street, 17<sup>th</sup> Floor, Salt Lake City, Utah, 84133. Attention: Public Financial Services.

Section 11.5 *Manner of Payment*. All payments by Lessee will be made in cash, by certified or cashier's check, or by other manner acceptable to Lessor.

Section 11.6 *Nonwaiver*. No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation contained herein or imposed hereby may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent breach. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 *Severance Clause*. Any provision in this Lease which is prohibited by Law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 *Entire Agreement; Addendum*. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 *Amendments*. This Lease may be amended only by a written document signed by Lessor and Lessee, or their respective successors and assigns.

Section 11.10 *Inurement*. Subject to the restrictions in Section 11.1 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 *Governing Law*. This Lease is governed by the laws of the State of Utah.

Section 11.12 *Headings*. Headings used in this Lease are for convenience of reference only and the interpretation of this Lease will be governed by the text only.

Section 11.13 *Offset*. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment or any restriction or interference with Lessee's use of the Equipment.

Section 11.14 *Interest*. If Lessee fails to pay any Rental Payment or other amount due hereunder within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the rate of one percent (1%) per month.

Section 11.15 *Nature of this Agreement*. Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured

party and the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and that Lessor neither has nor will have any equity in the Equipment.

Section 11.16 *Set-Up Fee*. As additional consideration for the rights herein granted to Lessee, Lessee agrees to pay Lessor a commencement or set-up fee of Zero (\$ .00) on the date this Lease is executed.

Section 11.17 *Designation of Issue for Tax Purposes*. In accordance with Section 265 of the Code, Lessee hereby designates this Lease as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. Lessee reasonably anticipates that the total amount of tax-exempt obligations [other than (i) private activity bonds, as defined in Section 141 of the Code (a qualified 501 (c)(3) bond, as defined in Section 145 of the Code, and any bond issued to refund certain obligations issued before August 8, 1986 as described in Section 265 (b)(3)(B)(ii)(II) of the Code not being treated as a private activity bond for this purpose), (ii) any obligation to which Section 141 (a) of the Code does not apply by reason of Sections 1312, 1313, 1316 (g) or 1317 of the Tax Reform Act of 1986 and which is described in Section 265 (b)(3)(C)(ii)(II) of the Code, and (iii) any obligation issued to refund (other than to advance refund within the meaning of Section 149 (d)(5) of the Code) any obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation] which will be issued by the Lessee and by any aggregated issuer during the current calendar year will not exceed \$10,000,000.

Section 11.18 *Exhibits*. This Lease shall not be effective as against Lessor until such time as all Exhibits attached hereto, consisting of Exhibits "A" through "E," inclusive, are completed to the satisfaction of Lessor and delivered to Lessor.

**EXHIBITS**

- Exhibit A ..... Description Of Equipment
- Exhibit B ..... Resolution Of Governing Body
- Exhibit C ..... Payment Schedule
- Exhibit D ..... Opinion Of Lessee's Counsel
- Exhibit E ..... Delivery and Acceptance Certificate

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Lessor:

Zions First National Bank

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

Lessee:

Farmington City, Utah

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

**EXHIBIT A**  
**Description Of Equipment**

<u>Quantity</u>	<u>Description/Serial Numbers</u>
1	Tymco 600 BAH Regenerative Air Sweeper Mounted on 2014 Navistar 4300-DT Chassis Comdex Package

\_\_\_\_\_  
Initials of Lessee Signatory

**EXHIBIT B**  
**Resolution Of Governing Body**  
**Extract Of Minutes**

August 5, 2014

Farmington City, Utah

The City Council (the "Governing Body") of Farmington City, Utah met in regular session at its regular meeting place in Farmington City, Utah on August 5, 2014, with the following members of the Governing Body present:

H. James Talbot .....	Mayor
John Bilton .....	Council Member
Jim Young.....	Council Member
Doug Anderson.....	Council Member
Cory Ritz.....	Council Member
Brigham Mellor.....	Council Member

Also present:

Holly Gadd.....City Recorder

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, the following resolution was introduced in written form, read in full, and pursuant to motion duly made by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ was adopted by the following vote:

YEA:

NAY:

The resolution was then signed by the \_\_\_\_\_ in open meeting and recorded by the \_\_\_\_\_. The resolution is as follows:

**A resolution approving the form of the Equipment Lease Agreement with Zions First National Bank, Salt Lake City, Utah. Finding that it is in the best interests of Farmington City, Utah to enter into said Agreement, and authorizing the execution and delivery thereof.**

*Whereas*, the City Council (the "Governing Body") has determined that a true and very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented to this meeting; and

*Whereas*, the Governing Body has reviewed the form of the Equipment Lease Agreement and has found the terms and conditions thereof acceptable to Farmington City, Utah; and

*Whereas*, the Governing Body has taken the necessary steps including any legal bidding requirements, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement.

*Be it resolved* by the Governing Body of Farmington City, Utah as follows:

Section 1. The terms of said Equipment Lease Agreement are in the best interests of Farmington City, Utah for the leasing of the equipment described therein.

Section 2. The Mayor and City Recorder are hereby authorized to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease Agreement for and on behalf of Farmington City, Utah.

Section 3. The officers of the Governing Body and Farmington City, Utah are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

STATE OF UTAH                    )  
  :ss.  
COUNTY OF DAVIS                )

I, Holly Gadd hereby certify that I am the duly qualified and acting City Recorder of Farmington City, Utah.

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the City Council including a Resolution adopted at said meeting held on August 5, 2014, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on \_\_\_\_\_, 20\_\_\_\_.

*In witness whereof*, I have hereunto set my hand and affixed the corporate seal of Farmington City, Utah this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_  
  Holly Gadd, City Recorder

[S E A L] ↑



STATE OF UTAH )  
 )  
 :ss.  
 )  
COUNTY OF DAVIS )

I, Holly Gadd, the duly qualified City Recorder of Farmington City, Utah do hereby certify:

- (a) that in accordance with the requirements of Section 52-4-202 (2), Utah Code Annotated (1953), as amended, public notice of the 20\_\_\_\_ Annual Meeting Schedule of the City Council (the "Governing Body") of Farmington City, Utah was given, specifying the date, time and place of the regular meetings of the Governing Body scheduled to be held during the year, by causing a Notice of Annual Meeting Schedule for the Governing Body to be posted on \_\_\_\_\_, 20\_\_\_\_, at the principal office of the Governing Body at Farmington City, Utah; said Notice of Annual Meeting Schedule having continuously remained so posted and available for public inspection during regular office hours of the undersigned until the date hereof; and causing a copy of the Notice of Annual Meeting Schedule to be provided on \_\_\_\_\_, 20\_\_\_\_ to at least one newspaper of general circulation within the geographic jurisdiction of Farmington City, Utah, or to a local media correspondent;
- (b) that in accordance with the requirements of Section 52-4-202 (1), Utah Code Annotated (1953), as amended, public notice of the regular meeting of the Governing Body on August 5, 2014, was given by specifying in a Notice of Regular Meeting the agenda, date, time and place of the meeting and by causing the Notice of Regular meeting to be posted at the principal office of the Governing Body on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ a date not less than 24 hours prior to the date and time of the Governing Body's regular meeting, and to be provided on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to at least one newspaper of general circulation within the geographic jurisdiction of Farmington City, Utah, or to a local media correspondent.

*In witness whereof*, I have hereunto set my hand and affixed the official seal of Farmington City, Utah this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_  
Holly Gadd, City Recorder

[S E A L] ↑

**EXHIBIT C**  
**Payment Schedule**

**Lessee:** Farmington City, Utah

**Date of Lease:** August 8, 2014

**Amount Due:** \$144,725.00

1. Interest has been computed at the rate of 1.8 % per annum. Interest shall accrue from the Commencement Date.
2. Rental payments shall be due semi-annually commencing October 1, 2014. The payments set forth on the attached debt service schedule shall be due on the 1st day of April and October up to and including April 1, 2017.
3. The Option Purchase Price, on any given date of calculation, is equal to the Principal Outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such calculation date is a Rental Payment Date, in which case, the Principal Outstanding as of such date) plus accrued interest from such Rental Payment Date at the rate set forth in paragraph number 1 above.

**[Please see the attached Debt Service Schedule]**

The remainder of this page has been intentionally left blank

**Farmington City Lease**

\$144,725.00 Equipment Lease Purchase

Dated: 8/08/2014

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I
08/08/2014	-	-	-	-
10/01/2014	24,346.17	1.800%	383.52	24,729.69
04/01/2015	23,646.29	1.800%	1,083.41	24,729.70
10/01/2015	23,859.10	1.800%	870.59	24,729.69
04/01/2016	24,073.83	1.800%	655.86	24,729.69
10/01/2016	24,290.50	1.800%	439.20	24,729.70
04/01/2017	24,509.11	1.800%	220.58	24,729.69
<b>Total</b>	<b>\$144,725.00</b>	<b>-</b>	<b>\$3,653.16</b>	<b>\$148,378.16</b>

**Yield Statistics**

Bond Year Dollars	\$202.95
Average Life	1.402 Years
Average Coupon	1.7999985%
Net Interest Cost (NIC)	1.7999985%
True Interest Cost (TIC)	1.8006071%
Bond Yield for Arbitrage Purposes	1.8006071%
All Inclusive Cost (AIC)	1.8006071%

**IRS Form 8038**

Net Interest Cost	1.7999985%
Weighted Average Maturity	1.402 Years

Integrus 7/22/14 3:21 | SINGLE PURPOSE | 7/22/2014 | 4:00 PM



Initials of Lessee Signatory

**EXHIBIT D**  
**Opinion Of Lessee's Counsel**  
**(Use Attorney's Letterhead)**

To: Zions First National Bank  
One South Main Street  
Salt Lake City, Utah 84111

Gentlemen:

As counsel for Farmington City, Utah ("Lessee"), I have examined duly executed originals of Equipment Lease Agreement (the "Lease") dated August 8, 2014, between the Lessee and Zions First National Bank, Salt Lake City, Utah ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Lease. Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah.
2. The Lease has been duly authorized, executed, and delivered by Lessee.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditors' rights generally.
5. The Lease is in accordance with and does not violate the usury statutes of the State of Utah, if any.
6. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
7. The Equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.

---

Attorney for Lessee

**EXHIBIT E**  
**Delivery And Acceptance Certificate**

To: Zions First National Bank

Reference is made to the Equipment Lease Agreement between the undersigned ("Lessee"), and Zions First National Bank ("Lessor"), dated August 8, 2014, ("the Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit "A" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

Farmington City, Utah

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print name and title)

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

# Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)  
► See separate instructions.  
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name <b>Farmington City</b>		2 Issuer's employer identification number (EIN) <b>87-6000225</b>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) <b>160 South Main Street</b>	Room/suite -----	5 Report number (For IRS Use Only) <b>3</b>
6 City, town, or post office, state, and ZIP code <b>Farmington, Utah 84025</b>		7 Date of issue <b>08/08/2014</b>
8 Name of Issue <b>\$144,725 Lease Purchase Agreement</b>		9 CUSIP number <b>None</b>
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>H. James Talbot - Mayor</b>		10b Telephone number of officer or other employee shown on 10a <b>801-451-2383</b>

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education . . . . .	11	0
12 Health and hospital . . . . .	12	0
13 Transportation . . . . .	13	0
14 Public safety . . . . .	14	0
15 Environment (including sewage bonds) . . . . .	15	144,725 00
16 Housing . . . . .	16	0
17 Utilities . . . . .	17	0
18 Other. Describe ►	18	0
19 If obligations are TANs or RANs, check only box 19a . . . . .	►	<input type="checkbox"/>
If obligations are BANs, check only box 19b . . . . .	►	<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box . . . . .	►	<input checked="" type="checkbox"/>

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	04/01/17	\$ 144,725	\$ N/A	1.402 years	1.800 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest . . . . .	22	N/A
23 Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	23	N/A
24 Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24	N/A
25 Proceeds used for credit enhancement . . . . .	25	N/A
26 Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26	N/A
27 Proceeds used to currently refund prior issues . . . . .	27	N/A
28 Proceeds used to advance refund prior issues . . . . .	28	N/A
29 Total (add lines 24 through 28) . . . . .	29	N/A
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	30	N/A

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded . . . . .	►	N/A	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded . . . . .	►	N/A	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) . . . . .	►	N/A	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	N/A		

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	N/A
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	<b>36a</b>	N/A
<b>b</b>	Enter the final maturity date of the GIC ▶ <u>N/A</u>		
<b>c</b>	Enter the name of the GIC provider ▶ <u>N/A</u>		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	N/A
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool obligation ▶ <u>N/A</u>		
<b>c</b>	Enter the EIN of the issuer of the master pool obligation ▶ <u>N/A</u>		
<b>d</b>	Enter the name of the issuer of the master pool obligation ▶ <u>N/A</u>		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .		<input checked="" type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .		<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ▶ <u>N/A</u>		
<b>c</b>	Type of hedge ▶ <u>N/A</u>		
<b>d</b>	Term of hedge ▶ <u>N/A</u>		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .		<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .		<input type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .		<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ <u>N/A</u>		
<b>b</b>	Enter the date the official intent was adopted ▶ <u>N/A</u>		

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative: <u>H. James Talbot - Mayor</u> Date: _____		Type or print name and title: <u>H. James Talbot - Mayor</u>		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Mark I. Tsuyuki				P01609368
	Firm's name ▶ Zions First National Bank	Firm's EIN ▶ 87-0189025			
Firm's address ▶ One South Main Street, Suite 1700, Salt Lake City, Utah 84133			Phone no. 801-844-7817		



# FARMINGTON CITY

## City Council Staff Report

H. JAMES TALBOT  
MAYOR

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

DAVE MILLHEIM  
CITY MANAGER

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: August 5, 2014

SUBJECT: **CONSIDER APPROVAL OF THE STREET LIGHT MAINTENANCE  
CONTRACT WITH BLACK AND MCDONALD**

### RECOMMENDATION

Approve the contract and bid from Black and McDonald for the street light maintenance.

### BACKGROUND

The street light maintenance has been bid. The City received two comparable bids to perform street light maintenance and new street light installations. City staff recommends awarding Black and McDonald the contract which is not to exceed the amount of \$20,000.00 to be paid from account #10-600275 and for additional lights to be paid per new street light installation from the development fees. The contract will be for a three year period and may extend yearly for an additional three years if agreed upon by both parties. Attached is the contract between the City and the Contractor to do the work.

### SUPPLEMENTAL INFORMATION

Contract

Respectively Submitted

Chad Boshell  
City Engineer

Reviewed and Concur

Dave Millheim  
City Manager



**PROFESSIONAL SERVICES CONTRACT**

Contractor: Black & McDonald City: Farmington City  
Project: Farmington City Street Light Services Date: 8-5-2014

This Professional Services Contract ("Contract") is made effective as of the August 6, 2014 ("Effective Date") by and between the City of Farmington, a Municipality in the State of Utah ("City") and Black & McDonald ("Contractor"). The Contract shall be good for 3 years after which if both parties agree it can be extended yearly for 3 additional years.

In addition to the terms and conditions listed below the Contract consists of the General Contract Clauses contained herein and Exhibit A.

1. In so far as the Contractor may legally do so, it shall hold the CITY, including its elected officials, appointed officials, employees, agents and volunteers harmless from any liability, damages or claims that may arise in the course of the CONTRACTOR, its agents or employees performing any activities in connection with said project, or resulting through negligence of the same.
2. CITY will pay the CONTRACTOR the full amount for the work completed upon the satisfactory completion of the project.
3. CITY may eliminate any bid item and increase or decrease the quantity of any bid item. CITY plans to perform bid items itself and may do so without amending the contract. Bid quantities will change according to work completed by the CITY and CONTRACTOR.

This agreement and the incorporated documents herein, represent the entire contact. This contract may not be amended other than in writing, signed by both parties.

CITY: Farmington City CONTRACTOR: Black & McDonald

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature) (Signature)

Name: H. James Talbot Name: James Bleak  
(Print) (Print)

Title: Mayor Title: Division Manager

## **RECITALS**

1. The Contractor desires to provide certain asset management, street light maintenance and construction services for the City of Farmington.
2. The City desires to engage the Contractor for such services.

## **GENERAL CONTRACT CLAUSES**

### **A. Definitions**

As used in this Contract, the following terms have the following meanings:

1. "Work" means maintenance and repair work and an entire constructed project or the various separately identified parts thereof required to be furnished under the Contract. Work includes the performing or furnishing of all services and documents required by this Contract.
2. "Site(s)" means the land in or on which work is to be completed.
3. "Contract" or "Agreement" means this document consisting of Sections A through Y, and all incorporated Exhibits, Appendices and Attachments.
4. "Days" means calendar days unless otherwise specified in the Contract.
5. "Service Standards" means the performance requirements stated in Paragraph V of Exhibit A of this Contract.

### **B. Contractor Scope of Services**

Contractor shall provide the Scope of Services for the City as described in Exhibit A, attached hereto and incorporated by this reference.

### **C. Payment**

For the services supplied by the Contractor hereunder, the Contractor shall be paid as specified in Exhibit A.

### **D. Contract Administration**

1. City shall inform Contractor of the identity of the City representative(s) responsible for administering this Contract.
2. Contractor shall inform City of the identity of the Contractor's Project Manager.

3. Contractor's Project Manager and the City project coordinator shall confer before the start of any Construction/Removal/ Relocation/Other Work to ensure that the nature and scheduling of the job's activities are mutually understood, and shall meet as often as necessary during the job's duration to discuss the progress made, impediments encountered or expected and their resolution, and all other relevant matters.

**E. Jurisdiction**

This Contract shall be construed under the laws of the State of Utah without regard for the conflicts of provisions thereof. The venue for any action to enforce the provisions of this Contract to be filed and heard shall be the appropriate court within the State of Utah.

**F. Notices**

All notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. All notices shall be directed to the following addresses:

The City: Farmington City  
City Engineer  
720 West 100 North  
Farmington, UT 84025

The Contractor: Black & McDonald  
Attention: Division Manager  
9901 South Prosperity Road  
West Jordan, UT 84081

**G. Records and Audits**

The Contractor shall keep accurate books, records and supporting data in hardcopy or electronic form for at least four (4) years. For time, equipment and materials work, City shall have the right to audit all Contractor books relating to the charges. For Unit Prices, City shall have a right to audit Contractor books relating to the number of units completed. Charges, which are more than four (4) years old, shall not be subject to audit and are deemed final. If an audit determines that an overpayment or underpayment has occurred, then notice of such overpayment or underpayment shall be given to the Contractor together with that portion of the audit, which supports the determination. If the determination is not disputed, then the payment or refund shall be paid within 30 days of the determination.

**H. Confidentiality**

The parties acknowledge that this Contract and the records generated in the performance thereof are generally public records under the current provisions of the Utah Government Records Access and Management Act ("GRAMA"), and the parties agree

to comply with the provisions of GRAMA. However, nothing herein shall be construed as an acknowledgment or admission that Contractor's records are public records within the meaning of GRAMA, nor to require Contractor to produce its own records in response to any records request filed under the provisions of GRAMA.

#### **I. Insurance**

1. During the performance of this Contract, the Contractor shall maintain the following insurance with City identified as an additional insured on the General Liability and Automobile insurance certificates.

(a) General Liability insurance, with combined single limits of at least \$2,000,000 for each occurrence and \$3,000,000 in the aggregate.

(b) Automobile Liability Insurance, with a combined single limit of at least \$1,000,000 for each person and \$1,000,000 for each occurrence.

(c) Workers' Compensation Insurance in accordance with statutory requirements. (d)

Employer's Liability with limits of at least \$1,000,000.

2. The above insurance shall not be canceled without at least 30 days notice to City.

3. City, its elected and appointed officials, employees, volunteers and agents shall be named as additional insureds on the General Liability and Automobile insurance certificates.

4. Contractor shall provide a waiver of subrogation to the City on each of the required certificates, as appropriate.

5. Upon request, the Contractor shall provide City Contract Administration with proof of insurance prior to beginning work on any City site.

6. The insurance must be provided by carriers having at least a Best's rating of B+ or better and be acceptable to City.

#### **J. Indemnification**

Contractor shall defend, indemnify and hold City, its elected and appointed officials, employees, volunteers and agents harmless against all claims, liability, including vicarious liability, and expense, including court costs and attorney's fees, arising out of any personal injury, death or property damage to the extent caused by the fault, including negligence, of Contractor, its subsidiaries and divisions, its officers, employees, or agents. The obligations contained in this section shall survive any termination of this Contract.

City shall defend, indemnify and hold Contractor, its officers, employees and agents harmless against all claims, liability and expense, including court costs and attorneys' fees, arising out of any personal injury, death or property damage to the extent caused by the fault, including negligence, of City.

**K. Liens and Indemnification**

Contractor shall not permit a lien to be placed on any City property by Contractor's suppliers or subcontractors. Should City receive notice of intent to file a lien from any of Contractor's suppliers or subcontractors, City will notify Contractor. Contractor shall be responsible for and shall indemnify City for all of City's costs, expenses (including attorneys' fees), liabilities, damages, fees, penalties, judgments and settlement costs arising either directly or indirectly from the placement of such lien. Notwithstanding any contrary provisions of this Contract, the foregoing liabilities of the Contractor for the placement of a lien shall only include direct damages.

**L. Assignment**

Neither party shall have the right to assign any portion of this Contract to a third party without the prior written consent of the other party, and such consent shall not be unreasonably withheld. No assignment shall relieve the parties of their respective obligations under this Contract.

**M. Termination for Cause / Non-Funding**

City may terminate any Project under this Contract in whole or in part for Contractor's material breach of its obligations under this Contract. In order for Contractor to be in material breach of this Contract, both of the following events must occur:

1. City provides Contractor with timely written notice detailing the specific action or lack of action giving rise to the material breach of contract, as well as the City's recommendation of a reasonable cure for the material breach; and

2. Contractor fails to cure the material breach using the recommended cure from the City or another reasonable cure available to Contractor, within ten working days of receipt of written notice from City or such longer period as may be needed, so long as the cure is commenced within ten days and pursued diligently to completion. Any dispute over the cure or failure to cure shall be subject to Dispute Resolution as defined in Exhibit A.

3. In the event of a material breach of this Contract by Contractor, City may acquire, under the terms and in the manner City considers appropriate, services and equipment similar to those terminated, and the Contractor shall be liable to City for any reasonable excess costs for those services. However, the Contractor shall continue Projects not terminated.

4. The parties acknowledge that, while this is a multi-year Contract, the laws of the State of Utah prohibit the City from committing any public funds beyond the current budget year. Therefore, although the City intends to seek appropriation of funds for this Contract in future years, the parties agree that should the City be unable to appropriate funds for the performance of this Contract in subsequent budget years due to fiscal constraints, the Contract shall be deemed terminated and the City shall not be liable for damages or penalties for breach of Contract or for other reasons. However, in the event of termination as a result of non-appropriation, Contractor shall be paid in full for all services performed to the date of non-appropriation. The date of non-appropriation shall be that date on which the City's budget, absent funds appropriated for performance of this Contract, becomes effective.

**N. Accident Prevention and Compliance**

The Contractor shall comply with all OSHA and City safety requirements. Failure to comply may result in Termination for Default, after exercise of the Dispute Resolution provisions herein.

**O. Severability**

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision, which is of the essence of this Contract, be determined void.

**P. Integration**

This Contract represents the entire and integrated agreement between City and the Contractor. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

**Q. Warranty**

1. In addition to any other warranties in this Contract or as otherwise provided by law, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any material defect.

2. This warranty shall continue for one (1) year from the date of final Completion and Acceptance of any Project or Work.

3. The Contractor shall remedy, at the Contractor's expense any failure to conform, or any material defect within thirty (30) days of notification by City of such defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to City property, when the damage is a result of:

- (a) Contractor's actions or omissions;
- (b) The Contractor's failure to conform to Contract requirements; or
- (c) Any material defect of equipment, material, workmanship, or design furnished by Contractor.

4. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from date of repair or replacement.

5. City shall notify the Contractor, in writing, within a reasonable time after discovery of any material failure, defect or damage.

6. If the Contractor fails to remedy any material failure, defect, or damage within a reasonable time after receipt of notice, City shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage and Contractor shall pay City its actual direct cost of such remedy plus fifteen (15%) percent

7. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:

- (a) Obtain all warranties that would be given in normal business practice;
- (b) Require all warranties to be executed, in writing, for the benefit of City.
- (c) Enforce all warranties for the benefit of City.

8. In the event the Contractor's warranty under Paragraph 7 of this section has expired, City may bring suit at its expense to enforce a subcontractor's, manufacturers, or supplier's warranty.

9. The Contractor shall not be liable for the repair of any defects of material or design furnished by City.

#### **R. Inspection of Work Prior to Acceptance**

1. All work will be subject to City inspection and approval

2. City may appoint inspectors as it deems advisable to inspect the materials furnished and the work performed for compliance with the specifications, drawings, special instructions and generally accepted industry standards. Contractor shall furnish all reasonable assistance required by City and its inspectors for the proper inspection of the work. City inspectors shall have the right and authority to reject any and all work that is

unsatisfactory, faulty or defective, or does not conform to the requirements of this Contract. City inspectors shall provide Contractor with a written report citing the rejected work as well as the specific areas of nonconformance giving rise to the rejection of the work.

Rejected work shall be corrected or replaced by the Contractor at its sole cost and expense, without reimbursement or payment by City. Any dispute over written reports relating to rejected work shall be subject to dispute resolution under Exhibit A.

#### **S. Material and Workmanship**

All equipment, material, and articles incorporated into the work covered by this Contract shall be new, unless otherwise approved by City in advance of the work and of most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall not be construed as prohibiting substitution with items or processes of equivalent quality, with the consent of the City.

#### **T. Permits and Responsibilities**

The Contractor shall, without additional expense to City on unit price or firm price work, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes and regulations applicable to the performance of work. To the extent permitted by law, Contractor shall be entitled to work under City permits. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until Completion and Acceptance. Notwithstanding the foregoing, City shall be responsible for obtaining all easements and rights-of-way.

#### **U. Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements**

1. The Contractor shall take reasonable measures to prevent damage to any structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Contract. If tree trimming or tree removal is required to facilitate work, Contractor shall contact City who shall have trees trimmed or removed when such work is appropriate. If any limbs or branches of trees are broken during Contract performance, the Contractor shall trim those limbs or branches with a clean cut.
2. The Contractor shall repair any damage to structures, equipment and vegetation on or adjacent to work sites caused by Contractor. If the Contractor fails or refuses to repair the damage promptly within ten (10) business days of the damage being done, City may have the necessary work performed and Contractor shall pay City its actual direct cost of such remedy plus fifteen (15%) percent.



**V. Cleaning Up**

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work premises any rubbish, tools, scaffolding, equipment and materials that are not the property of City. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the City.

**W. Time Extensions**

Notwithstanding any other provisions of this Contract, it is mutually understood that any time extension shall be solely at the discretion of City in accordance with this Contract. The modification or change order granting a time extension may provide that the Project completion date will be extended in its entirety, to specific line items or to portions of line items, and may further provide for consideration (if applicable) under the new completion schedule.

**X. Order of Precedence**

Any inconsistency in this Contract shall be resolved by giving precedence in the following order: (a) Contract clauses, (b) Exhibits and Appendices, (c) specification and drawings, (d) instructions, and (e) other documents.

**Y. No Waiver**

The failure at any time of either party to enforce any of the provisions of this Contract, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way be construed to affect the validity of this Contract or any part hereof, or the right of any party thereafter to enforce each and every such provision.

**Exhibit A**  
**Scope of Services**  
**Street Light Maintenance and Construction**

**I. RESPONSIBILITIES OF CONTRACTOR**

- A. Contractor, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.
- B. Contractor shall assume full responsibility for damage to City property caused by the Contractors employees or equipment as determined by designated City personnel.
- C. Contractor shall be solely responsible for the safety of the Contractor's employees and others relative to the Contractors work, work procedures, materials, equipment, transportation, signage, and related activities and equipment. This includes all traffic control measures when working on lights/poles which hang over street areas.
- D. Contractor shall possess and keep in force all licenses and permits required to perform the services of this agreement.
- E. No guarantee of the actual amount of service or product requirement is implied or expressed by this agreement. Service requirements shall be determined by actual need.
- F. Prior to notice, Contractor shall submit its company safety program to the City addressing specific activities and associated hazards. The program shall include requirements applicable to the scope of its work and the protection of the Contractor's employees and the public relative to Contractor's work. The safety program shall include the operations of the Contractor's sub-contractors, at any tier, and include environmental protection, safety, occupational health, respiratory protection, hearing conversations, fire prevention, protection, and hazardous materials handling requirements as applicable. The safety program documents shall be reviewed and approved by the City prior to notice to proceed.
- G. Contractor shall comply with all state and local laws governing the maintenance and construction of facilities on public right-of-ways, except as expressly exempted from the National Electric Code or by City Ordinance.

## **II. STREET LIGHT MAINTENANCE AND REPAIRS**

The Contractor shall provide asset management, maintenance and repair of designated City owned street lights as described below:

- A. City and Contractor shall mutually agree upon the specific City owned street lights for which the Contractor will provide asset management, maintenance and repair services under this agreement and as detailed in the bid schedule.
- B. City shall notify Contractor of the street lighting deficiencies needing attention. Contractor shall provide all labor, equipment, and non-warranted materials to perform the activities included in the bid schedule.
  - i. Contractor shall keep an accurate record of all reported deficiencies, all actions taken to resolve such deficiencies, including dates and times of initial report and final resolution. The Contractor shall submit a monthly report to the City detailing the maintenance and repairs performed.
  - ii. Contractor shall respond within 2 business days and will make all simple, non-warranted repairs (bulbs, generators, photocells, lenses, and fusing) within this timeframe. Contractor shall report deficiencies beyond all simple repairs to City for further approval.
    1. Upon request, Contractor shall provide a City wide night patrol/inspection of all street lights, per the Bid Schedule. A deficiency list will be submitted to the City; Contractor will then be notified of approved deficiencies to be repaired.
    2. In the event Contractor fails to meet the two (2) working day response time, subject to the Uncontrollable Circumstances, Inclement Weather provisions, and special order material provisions of this Contract, Contractor shall pay City twenty-five dollars (\$25.00) per work day for each work day Contractor is late in responding to the service event. This payment represents liquidated damages for failure to meet the Service Standards specified herein, and said payment is not a penalty.
  - iii. Contractor shall purchase and maintain an inventory of street light bulbs, generators/drivers, photocells and lenses that shall be continually restocked to offset and adjust to usage.
    1. Contractor shall only supply City approved materials. Contractor shall submit a list of materials to City for approval prior to the commencement of work under this Contract, and City shall approve or reject said list of materials within twenty days of submittal by Contractor. Failure of the City to respond shall be deemed as approval of the materials.

## **III. STREET LIGHT INSTALLATION AND/OR RELOCATION**

- A. City shall be responsible for all street light layouts associated with new installations. Contractor shall prepare street light layouts upon request, with said services billed at the hourly rates below:

i. Lead Layout Specialist	\$150.00 /hour
ii. AutoCAD Technician	\$80.00 /hour
iii. Clerical Support	\$45.00 /hour

- B. There shall be no separate charge for field layout services. All field layouts are to be reviewed and approved by the City prior to commencement of construction.
- C. City shall provide all required easements and right-of-ways.
- D. City shall be responsible for submitting New Connection Requests to Rocky Mountain Power, prior to Contractor beginning construction.
- E. City shall be responsible for billing third parties and collecting monies for construction, and/or relocation of street lights.
- F. Contractor shall invoice City directly for services rendered and City shall pay said invoice within thirty (30) days of receipt regardless whether City has received payment from third parties.
- G. Contractor shall provide all the labor, equipment, and materials to install new and/or relocate street lighting as requested by City, detailed in the Bid Schedule, with the following guidelines:
- i. Contractor shall only supply City approved materials, meeting all instructions on current City provided construction drawings.
    1. Contractor shall submit a list of materials to City for approval prior to the commencement of work under this Contract, and City shall approve or reject said list of materials within twenty days of submittal by Contractor.
  - ii. Contractor shall purchase and maintain a small mutually agreeable inventory of the various styles of street light pole and fixtures used by the City.
  - iii. Contractor shall be responsible for obtaining all permits and providing traffic control required by the local jurisdictions. All City permits shall be provided to Contractor at no additional costs.
  - iv. Contractor shall be responsible for all underground locating.
  - v. All materials shall be installed so that all material manufacturers' recommendations are met.
  - vi. Bases shall be installed so that they are set plumb and flush with final finished grade.
  - vii. All cable connections and facility groundings shall meet all City and

Rocky Mountain Power specifications.

- viii. Contractor shall restore sites to the pre-work conditions and properly dispose of all spoil and construction materials.
- ix. Contractor shall, at its expense, correct all problems resulting from poor workmanship.
- x. Contractor shall supply as-built drawings to City within six (6) weeks of the completion of work.
- xi. Contractor shall provide the City upon request and prior to the start of any street light repair work a cost estimate of the work to be completed.

#### **IV. OTHER SERVICES**

A. Upon request from City, Contractor shall provide all labor, equipment, and materials to perform other street light related maintenance:

- i. Make Safe - pole knockdown situation - \$600.00 each
  - 1. Includes de-energizing street light fixtures and cabling, making such repairs or alterations as may be necessary to establish safety prior to pole replacement; providing any necessary traffic control and traffic control devices, removing and disposing of the pole and any broken glass or other debris that resulted from the knockdown, notifying and coordinating efforts with the local police (or other fire or emergency responders) and the local electric power provider.
- ii. Cable Services – includes location, marking, repair and/or replacement of City owned cable faulted or damaged by third parties - subject to the following charges:
  - 1. Overhead secondary service (splice and/or repair) - \$180.00
  - 2. Overhead secondary service (replacement up to 200ft span) - \$650.00
  - 3. Underground repair / Cable cut (splice and/or repair) - \$420.00
  - 4. Underground repair / Cable cut (replace up to 150ft span, in existing conduit) - \$590.00
  - 5. Underground repair / Cable cut (replace up to 150ft span, trenching new conduit and wire) - \$2,500.00
  - 6. Underground repair / Cable cut (replace up to 150ft span, boring new conduit and wire) - \$3,300.00
- iii. Street Light Pole Painting (Minimum of 7 poles, includes one (1) coat of epoxy paint) - \$240.00/pole
- iv. Fixture Replacements – Hourly Time and Material rates apply, if not detailed on Bid Schedule.
- v. Pole and/or Assembly Replacements (resulting from knockdowns) - Hourly Time and Material rates apply, if not detailed on Bid Schedule.

- vi. Storm Damage Repair Work - Hourly Time and Material rates apply, if not detailed on Bid Schedule.
- vii. All other Street Light Repair Work or other services not referenced in this Paragraph or the bid schedule shall be billable using the Hourly Time and Material rates in the Bid Schedule.

**V. SERVICE STANDARDS**

- A. All Street Light Maintenance and Repairs defined in Paragraph II of Exhibit A shall be completed within two (2) business days of notification from the City. Special order material shall be replaced by Contractor as soon as practical, upon receipt of said special order materials.
- B. If Contractor fails to provide the scope of service as defined in Paragraph III of Exhibit A for Street Light Installations and/or Relocations, Contractor shall correct any deficiency within thirty (30) days of notice from City.

All Other Services defined in Paragraph IV of Exhibit A shall be completed with ten (10) business days of being reported to Contractor, subject to lead times for special order materials.

**VI. PRICE ESCALATORS**

- A. The Unit Prices referenced in the Bid Schedule and Paragraphs III and IV shall remain fixed for the first three (3) years with the exception of the Labor Rates included on Item 11(A-E), Hourly Rates for Time and Material Items, in the Bid Schedule.
  - i. All Labor Rates in Item 11(A-E) of the Bid Schedule shall be adjusted up or down annually on March 1 of each year, in accordance with the annual wage adjustment specified in the Local 57 Union Agreement.
  - ii. Each year, Contractor shall issue the City new Labor rates, reflecting the specified price adjustments, by February 15; however, the revised rates shall not become effective until March 1. Such revised rates shall become a part of this Contract and remain in effect for one (1) calendar year.
- B. After the first three (3) years, the Unit Prices shall be adjusted up or down each year on the Contract anniversary using the Consumer Price Index information for the most current 12 month period.
- C. If during the first three years of the Contract term, the yield on ten year United States treasury bonds, as published in the Wall Street Journal, exceeds 7.5%, the parties mutually agree to negotiate an interim escalation of the Unit Price reflective of the inflationary pressures

prevalent in the economy at that time.

- D. If an agreement cannot be made between the City and Contractor the contract will either remain in place or be re-bid.

## **VII. BILLING AND PAYMENT**

- A. Contractor shall submit an invoice to the City monthly for the completed Street Light Maintenance and Repair services. City shall pay the undisputed portion of the invoice within thirty (30) days of receipt of invoice. The monthly invoice shall detail the following:
  - i. Itemized breakdown of maintenance and repair expenses by street light location.
- B. Contractor shall submit a separate invoice for each new installation and/or relocation job upon completion and acceptance of the job by City for the full amount. The parties shall develop a progress payment schedule for large projects on a case-by-case basis.

## **VIII. PERFORMANCE PERIOD**

- A. The term for the Professional Services under this Contract shall be three (3) years after which if both parties agree, it can be extended yearly for three (3) additional years.
- B. City reserves the right to monitor and evaluate Contractor's performance on any and all work performed under this Contract. The evaluation will be measured by City or City's agent. City and Contractor will develop a systematic reporting system enabling City to monitor Contractor's compliance with all of its obligations under this Contract, including but not limited to Contractor providing City information acquired or produced in handling and performing work orders under this Contract.

## **IX. TAXES**

- A. The prices shown in this Contract include all taxes.

## **X. SUBCONTRACTORS**

- A. Contractor may require the use of subcontractors to perform support services, including but not limited to, concrete work, asphalt work, underground boring services, landscaping, etc. Contractor shall assure that its subcontractors, of all tiers, comply with all of the provisions of this Contract, including but not limited to the requirements for insurance coverage and certificates as

described in this Contract.

- B. Contractor hereby warrants the quality of work performed by its subcontractors as though they were its own forces. Notice to Contractor shall be considered notice to any affected subcontractor. Anything to the contrary in this Contract notwithstanding, there shall be no contractual relationship between any subcontractor of Contractor and City.
- C. Contractor shall immediately remove any subcontractor from City work upon written notice from City that said subcontractor has failed to perform in a manner that is satisfactory to City. Contractor shall be as fully responsible and accountable to City for quality of work of its subcontractors, as it is for the work performed by Contractor itself.

## **XI. MINORITY / WOMEN-OWNED BUSINESS.**

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin. The Contractor shall at all times fully comply with all applicable equal opportunity and affirmative action laws, regulations, statutes, ordinances and orders including (but not limited to) Executive Order 11246, Equal Opportunity Clause, as amended.

## **XII. SPECIFICATIONS**

### **A. Workers**

- i. Skill: Contractor shall employ only workers and subcontractors who are competent to perform the work assigned to them and who are adequately trained, experienced, and qualified. At least one Journeyman Lineman shall be available to do work for the City
- ii. City Right to Remove: City has the right to disapprove, and demand the removal from any work (and the property of City) under this Contract, any craft or management personnel provided by Contractor or any subcontractor; and Contractor shall then promptly cause such personnel to be removed.

### **B. Work Periods**

- i. Work shall generally be performed hereunder Monday through Friday from 8:00 am to midnight but the Contractor shall perform work on other days and at other times as necessary to meet the City's needs, or as requested by the City.



### **XIII. SPECIAL CONTRACT CLAUSES**

#### **A. Uncontrollable Circumstances**

- i. Should Contractor be delayed in the final completion of the work required under the Contract by strike, fire, Inclement Weather or other cause outside the control of Contractor, and which, in the reasonable opinion of City, was not contributed to by Contractor, and could not have been reasonably anticipated or reasonably avoided, then an extension of time sufficient to compensate for the delay, as reasonably determined by City, will be granted provided that Contractor gives City prompt notice, confirmed in writing within forty-eight (48) hours, of the cause of delay in each case provided that Contractor has used all reasonable means to minimize the delay. For Construction/Removal/Relocation Work, Contractor shall be given an extension of time that is no less than the duration of the Uncontrollable Circumstances to complete the work.
- ii. The Parties understand that occurrence of Maintenance and Repair work is cumulative in nature, such that a simple extension of time may not be sufficient to eliminate the backlog of work that arises during the Uncontrollable Circumstance. Therefore, the Parties shall mutually develop a recovery schedule for completing the backlog of Maintenance or Repair work arising from Uncontrollable Circumstances. If Contractor completes the recovery schedule on time, the evaluation of Contractor's performance will not be impacted by the Uncontrollable Circumstances. All Maintenance and Repair work arising after the end of the Uncontrollable Circumstances shall be subject to the service repairs times outlined in this Contract, except in the event that City requests Contractor to divert its workforce to other activities, such as storm restoration, then the Maintenance and Repair work shall be treated as backlog work and subject to a recovery schedule due to Uncontrollable Circumstances.
- iii. The following shall not be considered Uncontrollable Circumstances: weather conditions other than Inclement Weather, inadequate construction force or lack of coordination with other contractors, or the failure of Contractor to adequately schedule and supervise the work or obtain the required personnel, equipment or material, or the failure of Contractor to place orders for equipment or materials sufficiently in advance to insure delivery when needed.

#### **B. Inclement Weather**

- i. For the purposes of this Contract the term "Inclement Weather" shall be defined as weather conditions under which members of

IBEW Local are not required to work pursuant to the then current bargaining agreement.

C. Public Relations

- i. Neither party to this Contract shall release this Contract nor any portion of this Contract to a third party without the prior written approval of the other party, except as may be required under the Freedom of Information Act.

D. Dispute Resolution

- i. In the event of a dispute, the following stepped process will be followed:
  1. The City project coordinator and the Contractor project manager shall attempt to resolve the issue within seven (7) days of written notice invoking the dispute resolution provisions of this agreement.
  2. If the dispute is not resolved within said 7 day period by the City project coordinator and the Contractor's project manager, a City management person above the level of the project coordinator and the Contractor's General Manager shall attempt to resolve the issue.
  3. Should such negotiation by senior management fail to resolve the dispute within 21 days, either party may pursue resolution by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association.
  4. The notice of demand for arbitration must be filed in writing with the other party to this Contract within 14 days after the expiration of the period in Paragraph XIII (D) (3) above. Each party must bear its own expenses and legal fees. All other costs shall be shared equally by the parties. The decision of the arbitrator(s) shall be final, binding, and conclusive upon the parties, and not subject to appeal.
  5. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.
- ii. If City has withheld money from payment to Contractor as a result of a dispute, City shall retain the money pending resolution of the issue. If the issue is resolved in Contractor's favor, the withheld funds will be released within ten (10) days with interest at a rate of 0.75% per month.

## **Bid Schedule**

**FARMINGTON CITY CORPORATION  
STREET LIGHT MAINTENANCE  
BID SCHEDULE  
ADDENDUM #1**

Bidder agrees to perform all work as outlined in these specifications for the following unit prices:

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Amount</u>
1.	Bulb replacement (Parts & Labor) (1-5 lights)				
	A. Street Light 85 Watt (Granville)	Ea.	<u>1</u>	<u>222.65</u>	<u>222.65</u>
	B. Street Light 55 Watt (Granville)	Ea.	<u>1</u>	<u>210.65</u>	<u>210.65</u>
	C. Street Light 34 Watt (Tear Drop)	Ea.	<u>1</u>	<u>193.65</u>	<u>193.65</u>
	D. Street Light 55 Watt (Cobra)	Ea.	<u>1</u>	<u>186.95</u>	<u>186.95</u>
	E. Street Light 80 Watt (Cobra)	Ea.	<u>1</u>	<u>192.00</u>	<u>192.00</u>
	F. Street Light 120 Watt (Cobra)	Ea.	<u>1</u>	<u>216.95</u>	<u>216.95</u>
	G. Street Light 55 Watt (Town & Country)	Ea.	<u>1</u>	<u>210.65</u>	<u>210.65</u>
2.	Bulb replacement (Parts & Labor) (5-10 lights)				
	A. Street Light 85 Watt (Granville)	Ea.	<u>1</u>	<u>200.75</u>	<u>200.75</u>
	B. Street Light 55 Watt (Granville)	Ea.	<u>1</u>	<u>188.75</u>	<u>188.75</u>
	C. Street Light 34 Watt (Tear Drop)	Ea.	<u>1</u>	<u>171.75</u>	<u>171.75</u>
	D. Street Light 55 Watt (Cobra)	Ea.	<u>1</u>	<u>165.05</u>	<u>165.05</u>
	E. Street Light 80 Watt (Cobra)	Ea.	<u>1</u>	<u>170.10</u>	<u>170.10</u>
	F. Street Light 120 Watt (Cobra)	Ea.	<u>1</u>	<u>195.05</u>	<u>195.05</u>
	G. Street Light 55 Watt (Town & Country)	Ea.	<u>1</u>	<u>188.75</u>	<u>188.75</u>
3.	Bulb replacement (Parts & Labor) (10+ lights)				
	A. Street Light 85 Watt (Granville)	Ea.	<u>1</u>	<u>178.90</u>	<u>178.90</u>
	B. Street Light 55 Watt (Granville)	Ea.	<u>1</u>	<u>166.90</u>	<u>166.90</u>
	C. Street Light 34 Watt (Tear Drop)	Ea.	<u>1</u>	<u>149.90</u>	<u>149.90</u>
	D. Street Light 55 Watt (Cobra)	Ea.	<u>1</u>	<u>143.20</u>	<u>143.20</u>
	E. Street Light 80 Watt (Cobra)	Ea.	<u>1</u>	<u>148.25</u>	<u>148.25</u>
	F. Street Light 120 Watt (Cobra)	Ea.	<u>1</u>	<u>173.20</u>	<u>173.20</u>
	G. Street Light 55 Watt (Town & Country)	Ea.	<u>1</u>	<u>166.90</u>	<u>166.90</u>
4.	Bulb replacement (Labor Only)				
	A. Street Light (1-5 lights)	Ea.	<u>1</u>	<u>110.15</u>	<u>110.15</u>
	B. Street Light (5-10 lights)	Ea.	<u>1</u>	<u>88.25</u>	<u>88.25</u>
	C. Street Light (10+ lights)	Ea.	<u>1</u>	<u>66.40</u>	<u>66.40</u>
5.	Driver / Generator replacement (Parts & Labor)				
	A. Street Light 85 Watt (Granville)	Ea.	<u>1</u>	<u>175.00</u>	<u>175.00</u>

B. Street Light 55 Watt (Granville)	Ea.	<u>1</u>	<u>167.95</u>	<u>167.95</u>
C. Street Light 34 Watt (Tear Drop)	Ea.	<u>1</u>	<u>150.95</u>	<u>150.95</u>
D. Street Light 55 Watt (Cobra)	Ea.	<u>1</u>	<u>165.05</u>	<u>165.05</u>
E. Street Light 80 Watt (Cobra)	Ea.	<u>1</u>	<u>168.50</u>	<u>168.50</u>
F. Street Light 120 Watt (Cobra)	Ea.	<u>1</u>	<u>234.00</u>	<u>234.00</u>
G. Street Light 55 Watt (Town & Country)	Ea.	<u>1</u>	<u>167.95</u>	<u>167.95</u>
6. Photo cell replacement (DP 124 1.5 TJ) O.A.E. (Parts & Labor)				
A. Street Light	Ea.	<u>1</u>	<u>53.00</u>	<u>53.00</u>
7. Lenses Cover Replacement (Parts & Labor)				
A. Street Light (Granville)	Ea.	<u>1</u>	<u>407.00</u>	<u>407.00</u>
B. Street Light (Tear Drop)	Ea.	<u>1</u>	<u>390.00</u>	<u>390.00</u>
C. Street Light (Hadco Acorn)	Ea.	<u>1</u>	<u>407.00</u>	<u>407.00</u>
D. Street Light (Town & Country)	Ea.	<u>1</u>	<u>130.00</u>	<u>130.00</u>
8. New Installations (Parts & Labor)				
A. 30' Wood Pole w/ 6' Arm	Ea.	<u>1</u>	<u>1525.00</u>	<u>1525.00</u>
B. 30' Wood Pole w/ 10' Arm	Ea.	<u>1</u>	<u>1600.00</u>	<u>1600.00</u>
C. Cobra Head 85 Watt (for wood pole)	Ea.	<u>1</u>	<u>470.00</u>	<u>470.00</u>
D. Street Light 85 Watt (Granville)	Ea.	<u>1</u>	<u>2525.00</u>	<u>2525.00</u>
E. Street Light 55 Watt (Granville)	Ea.	<u>1</u>	<u>2525.00</u>	<u>2525.00</u>
F. 1.5" Conduit and Wire (Trenching)	Lf.	<u>1</u>	<u>12.35</u>	<u>12.35</u>
G. 1.5" Conduit and Wire (Boring)	Lf.	<u>1</u>	<u>22.00</u>	<u>22.00</u>
H. Overhead Wiring	Lf.	<u>1</u>	<u>4.50</u>	<u>4.50</u>
I. 1" Conduit & Wire up Wood Pole	Ea.	<u>1</u>	<u>745.00</u>	<u>745.00</u>
J. RMP Light Connection Fee & Asbuilts	Ea.	<u>1</u>	<u>140.00</u>	<u>140.00</u>
K. Pole Relocation (Decorative)	Ea.	<u>1</u>	<u>900.00</u>	<u>900.00</u>
L. Pole Relocation (Wood)	Ea.	<u>1</u>	<u>1275.00</u>	<u>1275.00</u>
M. 35' Wood Pole w/ 6' Arm	Ea.	<u>1</u>	<u>1725.00</u>	<u>1725.00</u>
N. 35' Wood Pole w/ 10' Arm	Ea.	<u>1</u>	<u>1800.00</u>	<u>1800.00</u>
O. 40' Wood Pole w/ 6' Arm	Ea.	<u>1</u>	<u>1875.00</u>	<u>1875.00</u>
P. 40' Wood Pole w/ 10' Arm	Ea.	<u>1</u>	<u>1950.00</u>	<u>1950.00</u>
Q. Cobra Head 55 Watt (for wood pole)	Ea.	<u>1</u>	<u>460.00</u>	<u>460.00</u>
9. Night Time Inspection of all City Street Lights				
A. City Wide Inspection	Ea.	<u>1</u>	<u>375.00</u>	<u>375.00</u>
10. Miscellaneous				
A. Fuse Replacement	Ea.	<u>1</u>	<u>135.00</u>	<u>135.00</u>

B. Disconnect / Reconnect Fee	Ea.	<u>1</u>	<u>250.00</u>	<u>250.00</u>
<b>11. Hourly Rates for Time and Material Items</b>				
A. Journeyman Electrician	Hr.	<u>1</u>	<u>65.00</u>	<u>65.00</u>
B. Lineman	Hr.	<u>1</u>	<u>93.50</u>	<u>93.50</u>
C. Bucket Truck	Hr.	<u>1</u>	<u>25.00</u>	<u>25.00</u>
D. Qualified Worker	Hr.	<u>1</u>	<u>60.00</u>	<u>60.00</u>
E. Laborer	Hr.	<u>1</u>	<u>49.50</u>	<u>49.50</u>
F. Pole / Line Truck	Hr.	<u>1</u>	<u>35.00</u>	<u>35.00</u>
G. UDOT Light 40' Bucket Truck	Hr.	<u>1</u>	<u>38.00</u>	<u>38.00</u>
H. UDOT Traffic Control	Hr.	<u>1</u>	<u>135.00</u>	<u>135.00</u>
<b>12. Driver / Generator replacement (Labor Only)</b>				
A. Street Light 85 Watt (Granville)	Ea.	<u>1</u>	<u>88.25</u>	<u>88.25</u>
B. Street Light 55 Watt (Granville)	Ea.	<u>1</u>	<u>88.25</u>	<u>88.25</u>
C. Street Light 34 Watt (Tear Drop)	Ea.	<u>1</u>	<u>88.25</u>	<u>88.25</u>
D. Street Light 55 Watt (Cobra)	Ea.	<u>1</u>	<u>88.25</u>	<u>88.25</u>
E. Street Light 80 Watt (Cobra)	Ea.	<u>1</u>	<u>88.25</u>	<u>88.25</u>
F. Street Light 120 Watt (Cobra)	Ea.	<u>1</u>	<u>88.25</u>	<u>88.25</u>
G. Street Light 55 Watt (Town & Country)	Ea.	<u>1</u>	<u>88.25</u>	<u>88.25</u>

TOTAL BID

\$20,154.75

Variations of installed quantities to bid quantities will be paid at the bid unit cost.

Submitted by: Kelley Weight Allied of Black & McDonald on May 7 20 14.

## STORM WATER BOND LOG

DATE	NAME	PERMIT	STORM WATER BOND
6/13	Calute Homes	11373	\$1,000.00
6/24	Larry's Pools	11282	\$1,000.00
6/24	Larry's Pools	11374	\$1,000.00
6/25	Westates Construction	11390	\$1,000.00
6/26	Jayson Haskell Const	11391	\$1,000.00
7/1	Steve Flint Const	11395	\$1,000.00
7/3	Dennis Greenhalgh	11379	\$1,000.00
7/9	DRM Construction	11377	\$1,000.00
7/23	JC Wheelwright	11425	\$1,000.00

## CITY COUNCIL AGENDA

For Council Meeting:  
August 5, 2014

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

1. Active Transportation Committee Bike Tour of Farmington – August 20<sup>th</sup> at 9:00 a.m.
2. Notice of Intent – Davis County
3. Building Activity Report for June

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

July 30, 2014

Davis County Commission  
61 South Main Street #301  
Farmington, Utah 84025

Re: Farmington City Notice of Intent  
\$6 Million General Obligation Bond and RAP Tax for 2014 Ballot

Dear Commissioners,

Farmington City would like to place on the 2014 election ballot the opinion questions of whether to authorize a \$6 million General Obligation Bond and RAP tax for Farmington. This letter constitutes the Farmington City Council's "Notice of Intent" to the Davis County Commission that the City intends to submit these opinion questions to the residents of the City. It is requested that the County Commission pass on August 5, 2014, a written resolution stating that the Davis County Commission is not seeking to impose its own County RAP tax.

This Notice of Intent is submitted as required by Section 59-12-1402(6) of the Utah Code, which also sets out the response alternatives by the Commission. A copy of that code provision is enclosed. Please feel free to call Farmington City Manager, Dave Millheim at 801-939-9203 if further discussion or information is desired.

Sincerely,

---

H. James Talbot  
Farmington City Mayor

DAVIS COUNTY

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DAVIS COUNTY PROVIDING NOTICE OF THE COUNTY'S INTENT NOT TO IMPOSE A LOCAL SALES TAX TO FUND CULTURAL AND/OR RECREATIONAL FACILITIES**

**WHEREAS**, Farmington City, pursuant to Utah Code Ann. §5-12-1402(6)(a)(i), submitted to the County a written notice of intent to submit a couple of opinion questions to the residents of Farmington City in November 2014 regarding the imposition of a local sales tax and general obligation bond to fund cultural and/or recreational facilities or organizations; and

**WHEREAS**, Title 59, Chapter 12, Section 1402 of the Utah Code directs the County to adopt a written resolution declaring its intent not to impose a local sales tax under Title 59, Chapter 12, Part 7, County Option Funding for Botanical, Cultural, Recreational, Zoological Organizations or Facilities, and provide Farmington City with the resolution.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVIS COUNTY AS FOLLOWS:**

**Section 1. Resolution.** The Board of County Commissioners of Davis County hereby declares its intent not to impose a tax under Title 59, Chapter 12, Part 7, County Option for Botanical, Cultural, Recreational, Zoological Organizations or Facilities.

**Section 2. Notice.** In accordance with the provisions of Section 59-12-1402(6)(a) of the Utah Code, the Board of County Commissioners of Davis County hereby directs its Chair to provide notice of this Resolution to Farmington City.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon its adoption.

Unanimously adopted this \_\_\_\_ day of \_\_\_\_\_, 2014 with Commissioners P. Bret Millburn, John Petroff Jr. and Louenda H. Downs all voting aye.

DAVIS COUNTY

\_\_\_\_\_  
Louenda H. Downs, Chair  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Steve S. Rawlings  
Davis County Clerk/Auditor

Month of June 2014	BUILDING ACTIVITY REPORT - JULY 2013 THRU JUNE 2014				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
<b>NEW CONSTRUCTION *****</b>					
SINGLE FAMILY	8	8	\$1,862,000.00	324	324
DUPLEX	0	0	\$0.00	2	2
MULTIPLE DWELLING	0	0	\$0.00	3	3
OTHER RESIDENTIAL	0	0	\$0.00	66	66
<b>SUB-TOTAL</b>	<b>8</b>	<b>8</b>	<b>\$1,862,000.00</b>	<b>395</b>	<b>395</b>
<b>REMODELS / ALTERATION / ADDITIONS *****</b>					
BASEMENT FINISH	1		\$10,805.00	48	
CARPORT/GARAGE	0		\$0.00	18	
ADDITIONS/REMODELS	1		\$8,300.00	55	
SWIMMING POOLS/SPAS	2		\$62,000.00	12	
OTHER (waterheater,solar,sewer lateral)	11		\$139,100.00	194	
<b>SUB-TOTAL</b>	<b>15</b>		<b>\$220,205.00</b>	<b>327</b>	
<b>NON-RESIDENTIAL - NEW CONSTRUCTION *****</b>					
COMMERCIAL	0		\$0.00	11	
PUBLIC/INSTITUTIONAL	0		\$0.00	0	
CHURCHES	0		\$0.00	0	
OTHERS	0		\$0.00	11	
<b>SUB-TOTAL</b>	<b>0</b>		<b>\$0.00</b>	<b>22</b>	
<b>REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****</b>					
COMMERCIAL/INDUSTRIAL	3		\$300,510.00	98	
OFFICE	0		\$0.00	7	
PUBLIC/INSTITUTIONAL	0		\$0.00	3	
CHURCHES	0		\$0.00	0	
OTHER	0		\$0.00	2	
<b>SUB-TOTAL</b>	<b>3</b>		<b>\$300,510.00</b>	<b>110</b>	
<b>MISCELLANEOUS - NON-RESIDENTIAL *****</b>					
Cell Tower Co-locator	3		\$10,350.00	89	
<b>SUB-TOTAL</b>	<b>3</b>		<b>\$10,350.00</b>	<b>89</b>	
<b>TOTALS</b>	<b>29</b>	<b>8</b>	<b>\$2,393,065.00</b>	<b>943</b>	<b>395</b>

CITY COUNCIL AGENDA

For Council Meeting:  
August 5, 2014

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

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