

SITE TOUR / WORK SESSION: A work session will be held at 5:30 p.m. to tour property in the Pretty Valley area for a potential new well and water tank site. The Council will return to City Hall at approximately 6:30 for a work session in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. 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, September 2, 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 COMITTEES/MUNICIPAL OFFICERS

7:05 Executive Summary for Planning Commission held August 21, 2014

PUBLIC HEARINGS:

7:10 Zone Text Change, Chapter 18 (Regulating Plan)

7:25 Zoning Map Amendment (1600 South Lund Lane) from A (Agriculture) to LR (Large Residential).

ACTION ITEMS:

7:40 Ladder Truck Purchase

7:50 A Resolution approving the form of the Equipment Lease Agreement with Zions First Nation 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.

DISCUSSION ITEM:

8:00 Proposed Zone Text Changes, Chapters 10, 11, 12, 28

SUMMARY ACTION:

9:00 Minute Motion Approving Summary Action List

1. Approval of Minutes from August 19, 2014
2. Cottages at Farmington Hollow Subdivision Improvements Agreement
3. Ordinance Update to Title 10 Chapter 2
4. Ambulance Write Off's
5. Ratification of Approvals of Storm Water Bond Logs
6. Questar Gas Easement through the Detention Basin at Glover's Lane and the Frontage Road
7. Armstrong Well Siting Study
8. Armstrong Exploratory Well Design

GOVERNING BODY REPORTS:

9:05 City Manager Report

1. Building Activity Report for July
2. Pro/Con Arguments for Park Bonds

9:10 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session for property acquisition.

DATED this 28th day of August, 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:
September 2, 2014

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

It is requested that City Manager Dave Millheim give the invocation/opening comments to the meeting and it is requested that City Councilmember Cory Ritz 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:
September 2, 2014

S U B J E C T: Executive Summary for Planning Commission held August 21, 2014

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate Planner

Date: August 22, 2014

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION HELD ON
AUGUST 21, 2014

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on August 21, 2014 [note: four commissioners attended the meeting—Acting Chair Rebecca Wayment, Heather Barnum, Kent Hinckley, and alternate commissioner Karolyn Lehn; excused commissioners were Brett Anderson, Mack McDonald, Kris Kaufmann, and Michael Nilson.

Item #3 – Jerod Jeppson/Norm Dahle – Applicant is requesting a recommendation for Final Plat approval for the Silverleaf Subdivision (7 lots) on 5.21 acres located at approximately 1505 North 1500 West in an LR Zone. (S-16-13)

Voted to recommend this item for approval as written in the staff report.

Vote: 4-0

Item #4 – Michael Fisher/Brent Stephens (Public Hearing) – Applicant is requesting a recommendation for plat amendment and minor subdivision (lot split) approval for property (.5 acres) located at approximately 515 North Main in an OTR (Original Townsite Residential) Zone. It is proposed that the new, or westerly lot be added to the Grove P.U.D. (S-9-14)

Voted to recommend this item for approval as written in the staff report.

Vote: 4-0

Item #5 – Dave Cowley/Ivy Properties (Public Hearing) – Applicant is requesting conditional use/site plan approval, and metes and bounds subdivision (lot split) related thereto for the Indulgent Foods Office Building on 1.55 acres located at 228 South 200 West in a BP (Business Park) Zone. (S-8-14, SP-2-14)

The Planning Commission voted to approve this item as written in the staff report with the added condition which states: (7) The Planning Commission defers to staff final approval of the landscape plan.

Vote: 4-0

Item #6 - James Larkin (Public Hearing) – Applicant is requesting conditional use permit approval for a wholesale greenhouse garden center and nursery on property (3.68 acres) located at 925 North 1525 West in an A (Agricultural) Zone. (C-16-14)

The Planning Commission voted to approve this item as written in the staff report with the added conditions which state:

- (1) The use will comply to the site plan and shall not exceed five acres in size;*
- (2) The conditional use shall be renewed on an annual basis.*

Vote: 4-0

Item #7 – Todd Gibbs (Public Hearing) – Applicant is requesting a recommendation to amend Chapters 10, 11, 12, and 28 of the Zoning Ordinance regarding conventional and conservation subdivision standards, and transfer of development rights (TDR). (ZT-3-14)

The Planning Commission voted to recommend this item for denial based on concerns over this type of use not fitting in with the historic feel of Main Street and the general character of the BR Zone. The commission didn't have issues with this application per say, however, they felt that changing the permitted and conditional uses for the whole zone to fit this one application could lead to undesirable outcomes with other applications in the future.

Vote: 3-1 with Kent Hinckley being the dissenting vote.

Item #8 – Farmington City (Public Hearing) – Applicant is requesting a recommendation to amend Chapters 10, 11, 12, and 28 of the Zoning Ordinance regarding Conservation Subdivisions.

This item has been on the agenda, both as a discussion item and as an agenda item, several times now. The Planning Commission has given staff a lot of good direction and has thoroughly vetted the changes to the Zoning Ordinance and the possible implications therein. The Planning Commission voted to recommend this item for approval as written in the staff report with a few minor changes. Note: the approval includes the provision for a waiver.

Vote: 4-0.

Respectfully Submitted



Eric Anderson
Associate Planner

Review & Concur -



Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
September 2, 2014

PUBLIC HEARING: Zone Text Change – Chapter 18 – Regulating Plan Update

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Approve the proposed updated regulating plan (with findings) as shown.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson, Associate City Planner
Date: August 22, 2014
SUBJECT: **ZONE TEXT CHANGE – CHAPTER 18 – REGULATING PLAN UPDATE**

RECOMMENDATION

- 1) Hold a Public Hearing;
- 2) Move that the City Council approve the proposed updated regulating plan as shown.

Findings for Approval:

1. The current proposed regulating plan is consistent with the previously approved regulating plan on May 20, 2014.
2. The proposal has further defined the road network to include the northern portion of the mixed-use district including the Office Mixed Use (OMU) zone for the future office park, and has added two open space zones for the Spring Creek and Haight Creek stream corridors.

BACKGROUND

On the City rezoned areas west 1525 West, East of the D&RG trail and south of Shepard Lane to OMU, but the City did not amend and extend the regulating plan accordingly. It is important to design the road network for the OMU zone so that as developers come in with proposals for the future office park, a plan is memorialized regulating block size and the street layout. While deviations and changes to the regulating plan may be expected, updating the regulating plan to accommodate the future growth of the OMU zone is imperative. The Planning Commission recommended approval of the proposed amendment subject to staff informing the property owner of the change. Staff met with the future property owner and provided a copy of the updated regulating plan.

Additionally, the regulating plan proposal before you has two more open space zones that will provide a buffer for the Spring Creek and Haight Creek stream corridors; the plan is to preserve and enhance these important corridors as open space providing trail access, riparian habitat, economic benefit, and aesthetic quality to the surrounding built environment.

SUPPLEMENTAL INFORMATION

1. Ordinance amending the Regulating Plan set forth in Chapter 18
2. Current Regulating Plan
3. Enabling Legislation

Respectfully Submitted



Eric Anderson
Associate City Planner

Concur



Dave Millheim
City Manager

PROPOSED

West Farmington Mixed-Use District Regulating Street Plan

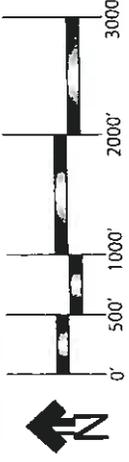
Legend

Street Network

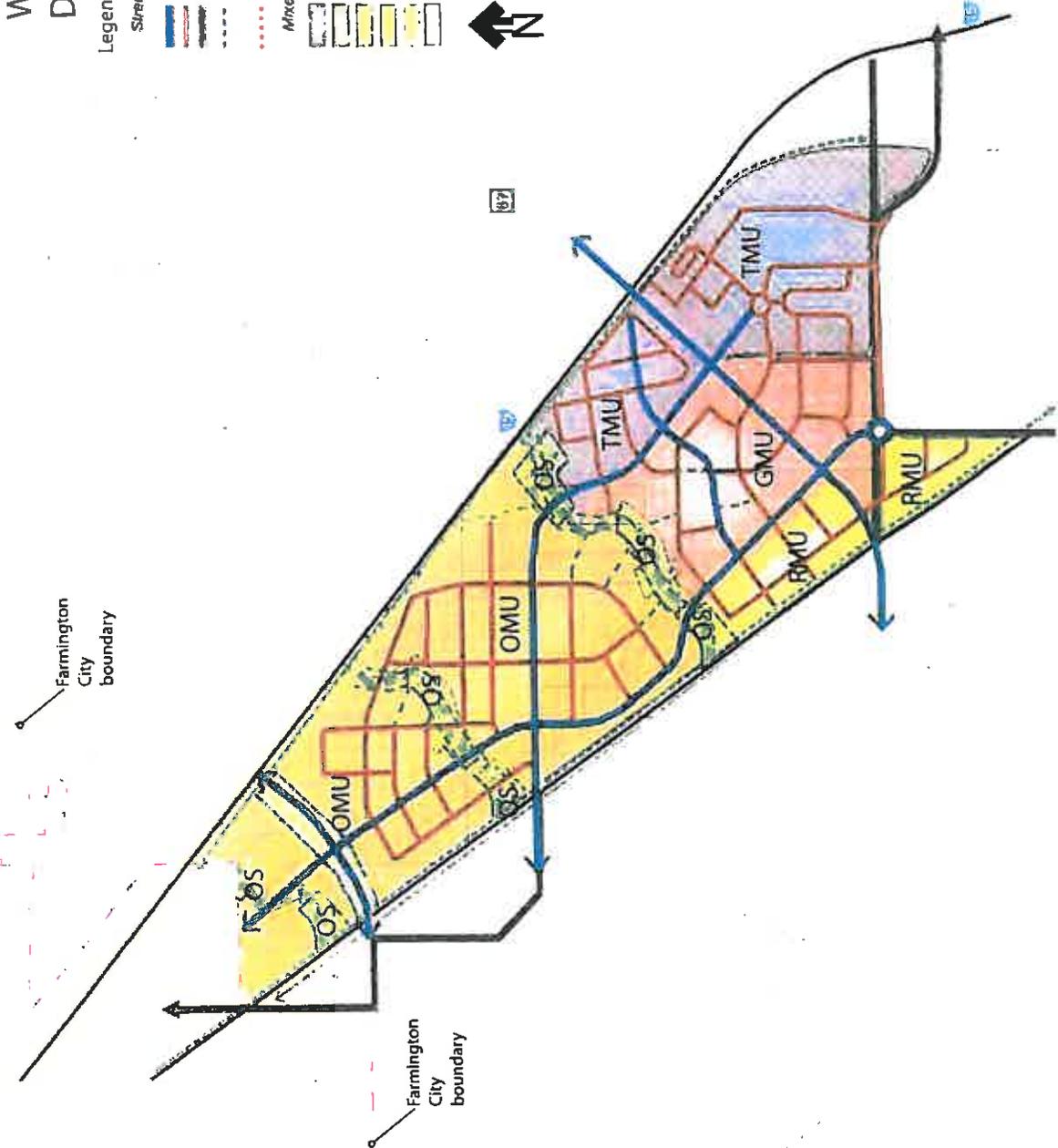
- Major Throughway (US 24, I-75, I-475, I-275, I-190, I-94, I-76, I-70, I-65, I-60, I-55, I-50, I-40, I-30, I-20, I-15, I-10, I-5, I-4, I-3, I-2, I-1)
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Mixed-Use Districts

- Major Throughway (US 24, I-75, I-475, I-275, I-190, I-94, I-76, I-70, I-65, I-60, I-55, I-50, I-40, I-30, I-20, I-15, I-10, I-5, I-4, I-3, I-2, I-1)
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The City of Farmington is currently reviewing the West Farmington Mixed-Use District Regulating Street Plan. The plan is intended to provide a framework for the development of the district and to ensure that the district is developed in a manner that is consistent with the City's Comprehensive Zoning Ordinance. The plan is intended to provide a framework for the development of the district and to ensure that the district is developed in a manner that is consistent with the City's Comprehensive Zoning Ordinance.



Current

West Farmington Mixed-Use District Regulating Street Plan

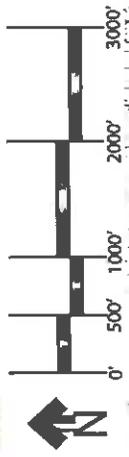
Legend

Street Network

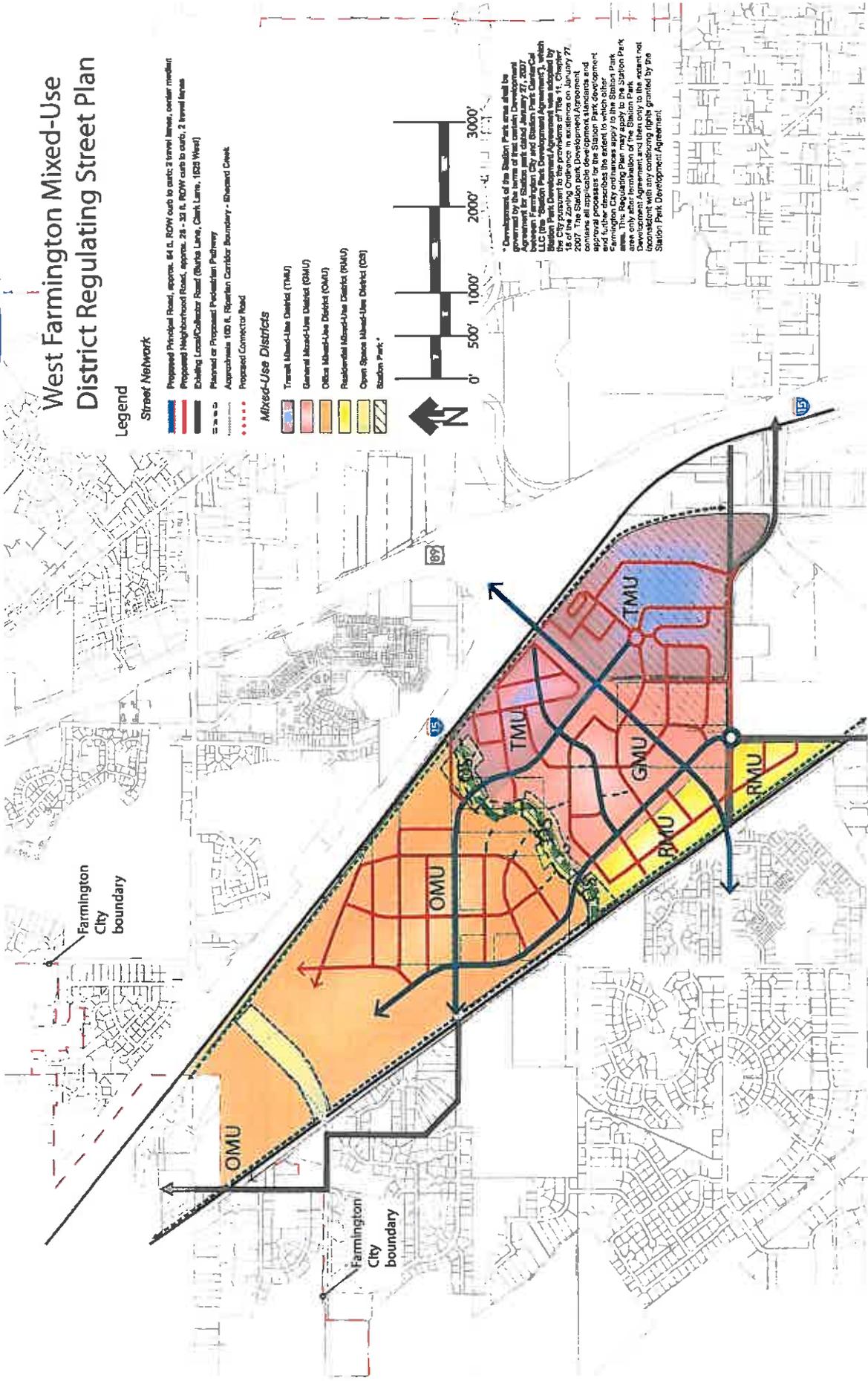
- Proposed Principal Road, approx. 64 ft. ROW curb to curb; 2 travel lanes, center median
- Proposed Neighborhood Road, approx. 28 - 32 ft. ROW curb to curb, 2 travel lanes
- Existing Local/Collector Road (Burke Lane, Clark Lane, 1025 West)
- Planned or Proposed Pedestrian Pathway
- Approaches (100 ft. Riparian Corridor Boundary - Shepard Creek)
- Proposed Connector Road

Mixed-Use Districts

- Transit Mixed-Use District (TMU)
- General Mixed-Use District (GMU)
- Office Mixed-Use District (OMU)
- Residential Mixed-Use District (RMU)
- Open Space Mixed-Use District (OS)
- Station Park*



* Development of the Station Park area shall be governed by the terms of the Station Park Development Agreement for Station Park dated January 27, 2007 between the City of Farmington and Station Park LLC. The Station Park Development Agreement, which is incorporated by reference into the Station Park Development Agreement, was adopted by the City pursuant to the provisions of Title 11, Chapter 28.07, and the Station Park Development Agreement contains all applicable development standards and approval processes for the Station Park development and further describes the extent to which the Station Park area. This Regulating Plan may apply to the Station Park area only after termination of the Station Park Development Agreement and then only to the extent not otherwise provided for in the Station Park Development Agreement.



FARMINGTON, UTAH

ORDINANCE NO. 2014 -

**AN ORDINANCE AMENDING THE REGULATING PLAN
SET FORTH IN CHAPTER 18 OF THE FARMINGTON
CITY ZONING ORDINANCE (ZT-7-14).**

WHEREAS, the Planning Commission has held a public hearing in which the proposed Regulating Plan of Chapter 18 of the Farmington City Zoning Ordinance were thoroughly reviewed and the Planning Commission recommended that these changes be approved by the City Council; and

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

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

Section 1. Amendment. The Regulating Plan, which is as an exhibit to, and is part of, Chapter 18 of the Farmington City Zoning Ordinance, is hereby amended as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

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

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

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 2nd day of September, 2014.

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
September 2, 2014

PUBLIC HEARING: Zoning Map Amendment (1600 South Lund Lane) from A (Agriculture) to LR (Large Residential).

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Approve the proposed rezone from A (Agriculture) to LR (Large Residential) (including findings) as requested.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson, Associate City Planner
Date: August 22, 2014
SUBJECT: **REQUEST FOR ZONING MAP AMENDMENT**

RECOMMENDATION

- 1) Hold a Public Hearing;
- 2) Move that the City Council approve the proposed rezone from A (Agriculture) to LR (Large Residential) as requested.

Findings for Approval:

1. The proposed rezone is consistent with the General Plan;
2. The proposed rezone is consistent with the zoning for the surrounding area;
3. The proposed rezone will better enable other property owners to also rezone their property to LR in the future.

BACKGROUND

The applicant is seeking to consolidate and develop several parcels currently owned by the Parker family, into one subdivision in south Farmington between 1600 South and Lund Lane, immediately east of the frontage road. Before the applicant can move forward on his subdivision application, he will need to rezone the property from A (Agriculture) to LR (Large Residential). The general plan designates this property as LDR (Low Density Residential) which sets a minimum lot size threshold between 10,000 and 20,000 square feet as represented on a "preliminary sketch plan" or residential density based on a subdivision yield plan. The surrounding neighborhoods are zoned or are intended to be zoned as LR so the proposed zone change is consistent with the area.

The Planning Commission recommended that the City Council approve this rezone. Under normal circumstances, a rezone usually occurs simultaneously with the subdivision application. This project, however, is unique because the applicant is proposing a concept plan that would rely on the ability to do a conservation subdivision. However, there is a de facto moratorium on conservation subdivisions due

to pending legislation. The applicant will not be able to move forward with his subdivision application until Chapters 10, 11, 12, and 28 of the zoning ordinance are amended. Until that time, the Planning Commission felt it fair to give the applicant a rezone so that he could have the same densities allowed surrounding property owners.

SUPPLEMENTAL INFORMATION

1. Vicinity Map/Zoning Map
2. General Plan Future Land Use Map
3. General Plan Page 10-6
4. Concept Plan
5. Enabling Legislation

Respectfully Submitted



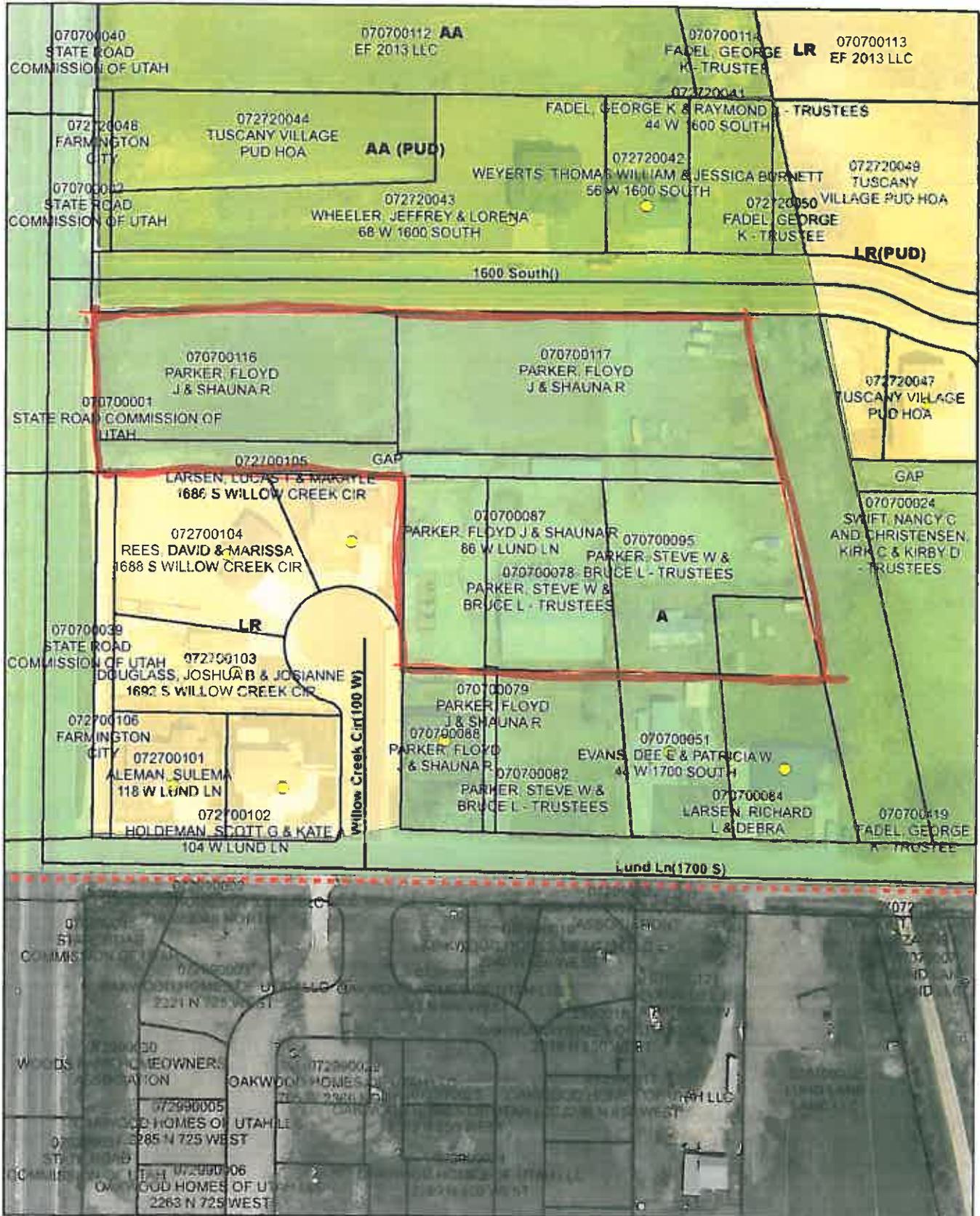
Eric Anderson
Associate City Planner

Concur

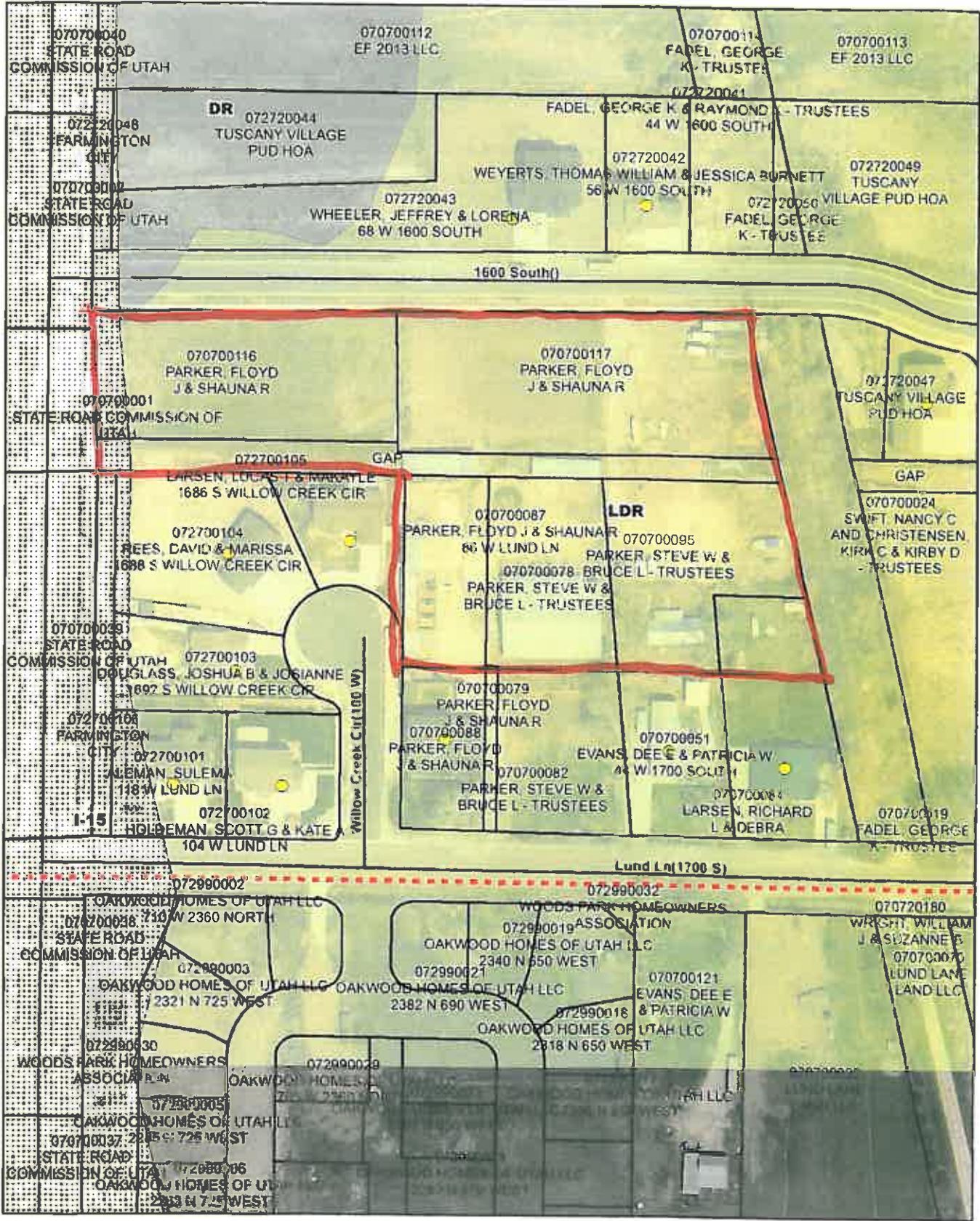


Dave Millheim
City Manager

Farmington City



Farmington City



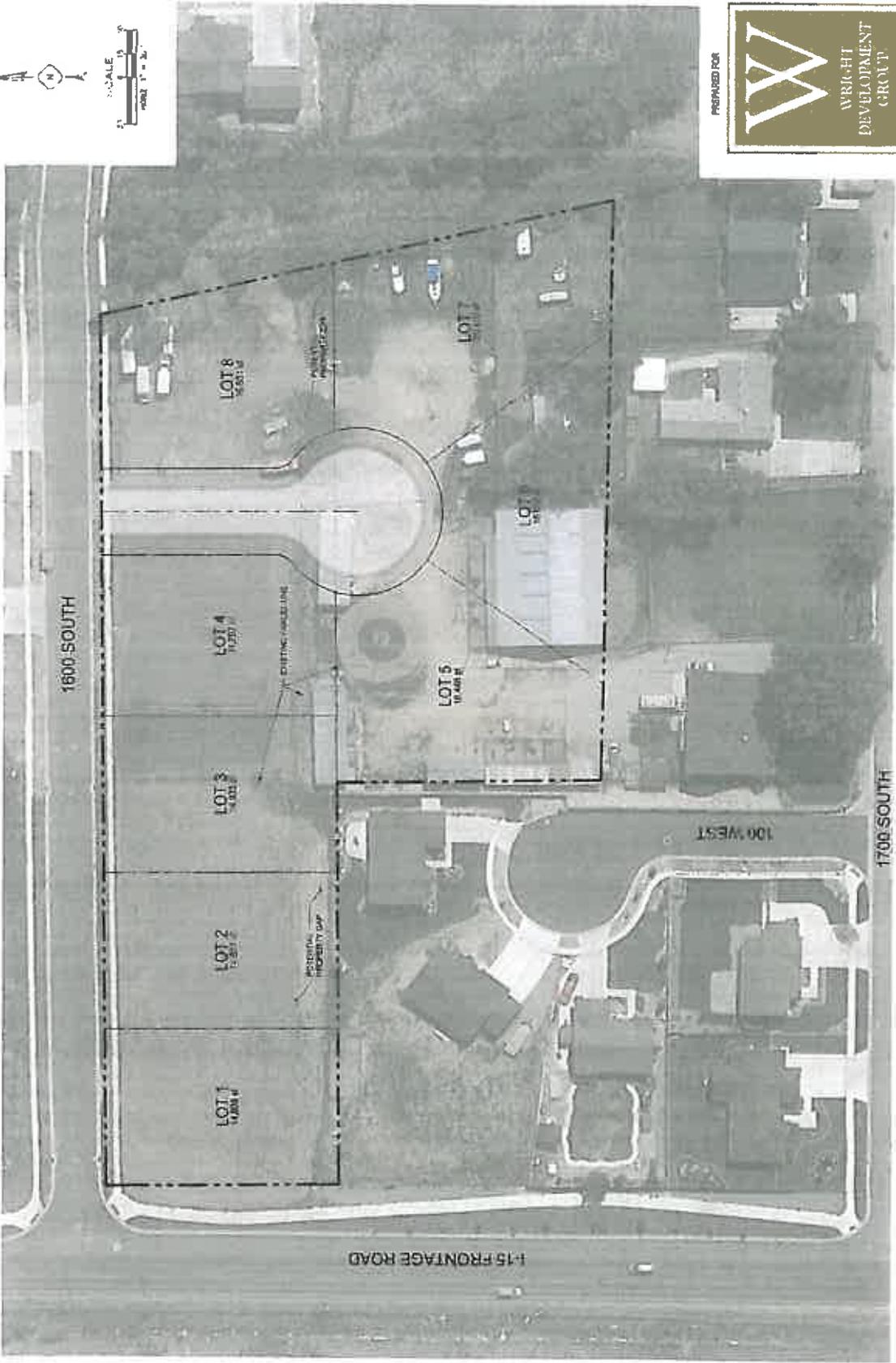
RESIDENTIAL DISTRICT(S) STANDARDS AND DEFINITIONS

1. Residential Densities and Minimum Lot Sizes

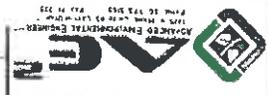
The Farmington General Plan and the accompanying Future Land Use Plan Map classify relative residential densities as Very Low, Rural Residential, Low, Medium, High and Very High. Depending on the type of residential land uses proposed, this general characterization is based on either minimum lot sizes, or a range of unit/acre densities. As a distinction, Minimum Lot Size is the minimum size of actual lots as represented on a preliminary Sketch Plan. Residential Density is calculated based on the number of dwelling units per gross acre of ground as projected through a City-reviewed/accepted "Subdivision Yield Plan". (A Subdivision Yield Plan identifies the maximum number of lots possible after constrained and sensitive lands have been identified and incorporated within the particular subdivision.)

Relative density classifications for Farmington City residential zones and residential/commercial mixed use zones are as follows:

| Minimum Lot Sizes and/or Residential Units/Acre | Relative Residential Density |
|--|-------------------------------------|
| Five (5) acres and above | Very Low Density |
| Less than five (5) acres, but greater than or equal to one-half (½) acre | Rural Residential |
| Less than 20,000 s.f., but greater than or equal to 10,000 s.f. | Low Density |
| Between four (4) and nine (9) dwelling units per acre | Medium Density |
| Between ten (10) and fifteen (15) dwelling units per acre | High Density |
| Sixteen (16) or more dwelling units per acre | Very High Density |



SKETCH PLAN
 WRIGHT DEVELOPMENT
 FARMINGTON CITY, UTAH



| | |
|----------|------|
| DESIGNER | DATE |
| CHECKED | DATE |
| APPROVED | DATE |

SHEET
 C1

REVISION
 DATE

FARMINGTON, UTAH

ORDINANCE NO. 2014 -

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW
A CHANGE OF ZONE FOR PROPERTY LOCATED BETWEEN
1600 SOUTH AND LUND LANE, EAST OF THE FRONTAGE
ROAD AND WEST OF THE BAMBERGER RIGHT OF WAY**

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

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

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

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

Section 1. Zoning Change. The property described in Application # Z-2-14, filed with the City, and located between 1600 South and Lund Lane, East of the Frontage Road and west of the Bamberger Right of Way, identified by parcel numbers: 070700001, 070700117, 070700087, 070700078, and 070700095.

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

Section 3. Effective Date. This ordinance shall take effect immediately.

DATED this 2nd day of September, 2014.

FARMINGTON CITY

H. James Talbot
Mayor

ATTEST:

Holly Gadd
City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
September 2, 2014

S U B J E C T: Ladder Truck Purchase

ACTION TO BE CONSIDERED:

Approve the contract for a 2013 "Demo" Pierce Bronto Ladder Truck as proposed by Pierce Manufacturing/Ross Equipment Company Inc. for a total of \$1,000,000.00.

GENERAL INFORMATION:

See enclosed staff report prepared by Guido Smith.

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

FARMINGTON CITY FIRE DEPARTMENT

82 North 100 East
P.O. Box 160
Farmington, Utah 84025
Tel. (801) 451-2842
Fax (801) 451-7865



THE DESIRE TO SERVE THE COURAGE TO ACT THE ABILITY TO PERFORM

To: Mayor and City Council
From: Guido Smith, Fire Chief
Date: August 27, 2014
Subject: AUTHORIZE APPROVAL OF LADDER TRUCK PURCHASE

RECOMMENDATION

Approve the contract for a 2013 "Demo" Pierce Bronto Ladder Truck as proposed by Pierce Manufacturing / Ross Equipment Company Inc. for a total of One Million Dollars (\$1,000,000.00).

BACKGROUND

Based on a formal hazard assessment study performed in the spring of 2011, the need for an aerial device / ladder truck was identified as a critical component for effective fire protection within residential and rapidly evolving commercial areas of Farmington. In addition to the assessment, this need was also addressed within the Farmington Strategic Financial Plan (10-year business plan) developed by Econowest Associates Inc. in August 2011.

Under the direction of the Fire Chief an "Apparatus Committee" was formed consisting of 10 fire department members with various levels of aerial apparatus expertise & experience. This apparatus committee met dozens of times over the past couple of years to identify and validate specific Aerial Device needs for Farmington's current and future developments with emphasis placed on apparatus performance capabilities and employee safety. The committee eventually concluded that the best type of Aerial apparatus would be an "Articulating" type of device capable of meeting over 95% of all performance and safety objectives.

In January 2014, the department started evaluating various types of articulating aerial devices through hands-on demonstration opportunities which included several in-town demonstrations. This process needed to be completed prior to formulating future purchase decisions. In February 2014, the department received an invitation to visit the "Spartan / Crimson" manufacturing facility near Baltimore, Maryland to evaluate the "138' Telstar" articulating truck. In June 2014, five personnel (including the City Manager and Mayor) received an invitation to visit the "Rosenbauer" manufacturing facility in Minnesota to evaluate the "116' T-Rex" articulating truck.

In total, the committee identified three (3) manufacturers located within the United States capable of manufacturing and/or equipping a fire apparatus with an articulating device capable of meeting fire service industry standards as outlined by the National Fire Protection Association (NFPA – 1901, 1911,

1914 and 1002). Of the three manufacturers (Listed in alphabetical order) Pierce, Rosenbauer and Spartan / Crimson, the Spartan / Crimson product brought serious concerns to the committee regarding operational safety as the Arial platform collided with apparatus during demonstration. This subsequently led to the disqualification of the 138' Telstar product from consideration.

With considerable time and energy invested by the committee, a report was finalized to aid in future RFP / Bid announcements (once approved by the council at a later date).

On the 19th day of August, we received a visit from Pierce Sales Representative Mark Hales (Ross Equipment) who advised Pierce was offering an exception on the Demo apparatus shown earlier in the year. After some negotiation, Farmington accepted a discounted price of \$1,000,000 pending council approval. Note: This represents an approximate \$300,000 - \$350,000 savings.

Contact was made with Rosenbauer to see if they could match the offer presented by Pierce at which time it was determined they did not have any demo apparatus available to compete with Pierce, nor could they compete with delivery dates (at least one year out).

With such a drastic reduction in price and same as new warranties (to include a two-year bumper to pumper warranty), there is no question this apparatus is a Sole Source Exception based on cost and immediate availability. This was verified with the city attorney as to procurement rules and his opinion is attached.

Staff completed extensive follow-up with Pierce Manufacturing to include contacting various references from other departments across the county utilizing the same generation of apparatus prior to recommending this apparatus to the City Manager and Mayor.

Anticipated delivery date is approximately 14-28 days from execution of the contract.

In-Service / Operational Plan:

Placing a ladder truck in-service requires extensive training and discipline from all members of the fire department. It is our goal to place the ladder truck 100% in-service by April 2015, thus ensuring all training and International Certification requirements are met for safe and effective operation.

New Truck Equipment:

Under separate action will be a purchase / financing plan for the following items not to exceed \$60,000. Radio equipment, fire hose, nozzles, firefighting tools, reflective decals, mounting and shelving supplies. Total project cost shall not exceed a total sum of \$1,060,000.00

Respectfully Submitted,

Guido Smith
Fire Chief



Review & Concur

Dave Millheim
City Manager



LAW OFFICES
Hayes Godfrey Bell, P.C.
2118 EAST 3900 SOUTH, SUITE 300
HOLLADAY, UTAH 84124-1725
TELEPHONE (801) 272-8998
FACSIMILE (801) 272-1551

MICHAEL Z. HAYES
TODD J. GODFREY
MARK FITZGERALD BELL
BRADLEY W. CHRISTOPHERSON

Mazuran & Hayes, P.C.
1992-2014

August 27, 2014

Chief Guido Smith
Farmington City Fire Department
82 North 100 East
Farmington, UT 84025

Re: Acquisition of Ladder Truck for Fire Department

Dear Chief Smith:

You have asked for our assistance and opinion for the acquisition of a Pierce Arrow XT Bronto 116" RLP ladder truck. We understand that during the course of 2014, the City has conducted thorough research related to the purchase of a ladder truck. This has included the formation of a committee to evaluate the needs of the department and investigate equipment offered by major manufacturers of ladder truck equipment. Considerable time and work have been devoted by the committee to determine the needs of the City. In addition, representatives of the City have visited suppliers' manufacturing facilities and other locations to view, evaluate and test available equipment.

Based on the investigation and evaluation work performed by the City, a determination has been made that the City should expect an expenditure of approximately \$1.35 Million to purchase a ladder truck that meets the City's needs.

In recent days, the City has received a proposal from Pierce Manufacturing and its local supplier, Ross Equipment Company, Inc. Pierce proposes to sell the City a "demonstrator" ladder truck at a considerable discount. The specifications for the truck meet all specifications and requirements of the City. The truck has been lightly used by Pierce to demonstrate the capabilities of its equipment. The Pierce proposal is to sell the truck to the City for the cash price of \$1.0 Million, a discount of approximately \$350,000, or 26% from the standard purchase price of a newly constructed truck.¹

In light of the Pierce proposal, the City has again researched the availability and pricing of ladder trucks that will meet the City's needs. This research confirms that the savings to the City will, in fact, be approximately \$350,000.

Under the City's procurement code, purchases of equipment that exceed \$25,000 are considered "large expenditures." Large purchases should be made pursuant to formal bidding procedures. City Code §3-06-050(a). Under the procurement code, there are several "exempt expenditures" that allow the City to make purchases without formal bidding.² §3-06-050(c). A "special sale" is exempt from the bidding

¹ If the City were to finance the purchase over 12 years, the price would increase to \$1,221,900.

² We also looked carefully at the "sole source" exemption of the City's procurement code and did some on-line

requirements of the code. We believe this provision provides means under which the City is authorized to purchase the ladder truck from Pierce at the discounted price. Subsection 3-6-050(c)(7) states:

Special Sale. Any expenditure made in conjunction with any public auction, closeout sale, bankruptcy sale or other similar sale when the Purchasing Agent determines in writing that such purchase may be made at a cost below the market cost for the same or similar goods.

The Pierce proposal is clearly not an auction or bankruptcy sale. However, based on the information provided to this office, we are of the opinion that the proposed sale is, for all intents and purposes, a "closeout sale." Moreover, based on the information obtained about other sales of ladder trucks, the City believes the discount proposed by Pierce far exceeds the discount that might be obtained through competitive bidding. Inasmuch as new (or nearly new) fire truck equipment is rarely subject to a bankruptcy or auction sale, in our opinion, the sale also falls within the parameters of the "other similar sale" language of the code.

For the reasons outlined above, we believe the proposed purchase of the ladder truck from Pierce Manufacturing, as outlined in the Proposal for Furnishing Fire Apparatus dated August 21, 2014, is exempt from the bidding requirements of the Farmington City procurement code.

At this time, we believe the next appropriate steps include the following:

1. The City Administrator, in his capacity as "Purchasing Agent," with the assistance of the Fire Department, should prepare a detailed factual summary of the City's research about the specifications and requirements for a ladder truck, and the City's research and findings on the pricing of a truck that meets the City's needs.
2. The City needs to conduct a careful review of the Fire Department budget to ensure the purchase meets the requirements of the Utah Uniform Fiscal Procedures Act, U.C.A §10-6-101, et seq.
3. Submit this matter to the City Council for its review and approval.

Thank you for the opportunity to review and advise on this project. If you have questions, please call.

Sincerely,

HAYES GODFREY BELL, P.C.



Mark Fitzgerald Bell

research about suppliers of ladder trucks. It appears the major players in this corner of the fire equipment market are Pierce, Rosenbauer and Spartan. There are also a number of other manufacturers. With the safety issue on the Spartan truck, we initially believed we could make a good argument for a sole source purchase only from Pierce – especially if Rosenbauer was not able to sell a demo unit. In light of the fact there are multiple manufacturers, we felt it appropriate to limit our opinion to the "special sale" provision of the code.



PERFORM. LIKE NO OTHER

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Pierce Manufacturing Inc., a Wisconsin corporation ("Pierce"), and FARMINGTON CITY, a CORPORATION ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. "Product" means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Pierce pursuant to the Specifications.
- b. "Specifications" means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Pierce Proposal for the Product prepared in response to the Customer's request for proposal.
- c. "Pierce Proposal" means the proposal provided by Pierce attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. "Delivery" means the date Pierce is prepared to make physical possession of the Product available to the Customer.
- e. "Acceptance" The Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless Pierce receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Pierce's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by Pierce's authorized representative pursuant to Section 21 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$1000000.00 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes/Multi-Year. Multi-Year increases will be calculated according to the index indicated on the attached Exhibit D. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Pierce will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Pierce incorporate a change to the Products or the Specifications for the Products by delivering a change order to Pierce; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Pierce to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Pierce will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Pierce shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Pierce's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Pierce may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Pierce; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Pierce endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Pierce upon sale of the Product to another purchaser, plus any costs incurred by Pierce to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 1 months of the Effective Date of this Agreement, F.O.B. Pierce's plant, Appleton, Wisconsin. Risk of loss shall pass to Customer upon Delivery. Title shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Pierce with written notice sufficient to permit Pierce to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Pierce within thirty (30) days from the Notice of Defect. In the event Pierce does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Customer
Farmington City
P.O. Box 160
82 North 100 East
Farmington, Utah 84025

10. Standard Warranty. Any applicable Pierce warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PIERCE, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Pierce be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Pierce's own negligence, or otherwise.

11. Insurance. Pierce maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$25,000,000
Each Occurrence: \$25,000,000

The Customer may request: (x) Pierce to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured.

12. Indemnity. The Customer shall indemnify, defend and hold harmless Pierce, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting

from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by Pierce which are not caused by the sole negligence of Pierce.

13. Force Majeure. Pierce shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Pierce's control which make Pierce's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Pierce fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Pierce.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Pierce until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Pierce until the Purchase Price for that Product has been paid in full. In case of any default in payment, Pierce may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Wisconsin.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Pierce's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Pierce's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Pierce Proposal, the Pierce Proposal shall control. In the event there is a conflict between the Pierce Proposal and this Agreement, the Pierce Proposal shall control.

22. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by Pierce Manufacturing, Inc.'s authorized representative.

Accepted and agreed to:

PIERCE MANUFACTURING, INC.

CUSTOMER: FARMINGTON CITY CORPORATION

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Date: September 2, 2014

Customer Name: FARMINGTON CITY CORPORATION

| Quantity | Chassis Type | Body Type | Price per Unit |
|----------|------------------|-----------------|----------------|
| 1 | ARROW XT | BRONTO 116' RLP | 1,000,000.00 |
| | STOCK UNIT 25846 | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |

CASH PRICE AT CONTRACT. ALL STOCK/DEMO UNITS ARE (SUBJECT TO PRIOR SALE)
A SECOND YEAR BUMPER TO BUMPER OF WARRANTY WILL BE PROVIDED IF UNIT IS PAID COMPLETE
BEFORE SEPTEMBER 30, 2014

Warranty Period: 1 YEAR BUMPER TO BUMPER & AS SHOWN (SEE ABOVE FOR ADDITIONAL WARRANTY INFORMATION)

Training Requirements: PROVIDED BY PIERCE MANUFACTURING

Other Matters: _____

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Pierce available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: PAYMENT IN FULL BEFORE THE UNIT LEAVES PIERCE MANUFACTURING IN APPLETON, WI.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Pierce.] All taxes, excises and levies that Pierce may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Pierce to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Pierce will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Pierce substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Pierce shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Pierce or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Pierce, Pierce shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF AUGUST 20, 2014 BETWEEN PIERCE MANUFACTURING INC. AND FAMRINGTON CITY WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS

PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY PIERCE MANUFACTURING INC. HEREIN.

EXHIBIT B

WARRANTY

385 0030008 WARRANTY, BASIC, 1 YEAR, APPARATUS, WA0008 1
386 0595239 (NO PICK REQUIRED) 1
387 0696696 WARRANTY, ENGINE, DETROIT DD13, 5 YEAR, WA0180 1
388 0684953 WARRANTY, STEERING GEAR, SHEPPARD M110, 3 YEAR WA0201 1
389 0596017 WARRANTY, FRAME, 50 YEAR, CUSTOM CHASSIS, WA0013 1
390 0595245 (NO PICK REQUIRED) 1
391 0595698 WARRANTY, AXLE, 3 YEAR, TAK-4, WA0050 1
392 0530524 WARRANTY, AXLE, 2 YEAR, MERITOR, GENERAL SERVICE, WA0046 1
393 0019914 WARRANTY, STRUCTURE, 10 YEAR, CUSTOM CAB, WA0012 1
394 0595813 WARRANTY, PAINT, 10 YEAR, CAB, PRO-RATE, WA0055 1
395 0524627 WARRANTY, ELECTRONICS, 5 YEAR, MUX, WA0014 1
396 0046369 WARRANTY, 5-YEAR EVS TRANSMISSION, STANDARD CUSTOM, WA0187 1
397 0688798 WARRANTY, WATER TANK, LIFETIME, UPF, POLY TANK, WA0195 1
398 0596025 WARRANTY, STRUCTURE, 10 YEAR, BODY, WA0009 1
399 0693127 WARRANTY, GORTITE, ROLL-UP DOOR, 6 YEAR, WA0190 1
400 0063510 WARRANTY, PUMP, WATEROUS, 5 YEAR PARTS, WA0225 1
401 0032998 WARRANTY, 10 YEAR S/S PUMBING, WA0035 1
402 0689967 WARRANTY, STRUCTURE, 20 YEAR, AERIAL DEVICE, BRONTO, WA0247 1
403 0088889 NOT REQUIRED, ADDITIONAL AERIAL WARRANTY 1
404 0595588 WARRANTY, GENERATOR, 2 YEAR, HARRISON HYDRA-GEN, WA0051 1
8/20/2014 5:45 PM BID #: 559 PAGE10
LINE OPTION TYPE OPTION DESCRIPTION QTY
405 0595820 WARRANTY, PAINT, 10 YEAR, BODY, PRO-RATE, WA0057 1

EXHIBIT C
PIERCE PROPOSAL

PER THE PIERCE PROPOSAL # 559

EXHIBIT D

PIERCE MULTI-YEAR INCREASE

Standard % Increase

On the yearly anniversary date of this contract, prices shall be increased by an amount equal to the product obtained by multiplying:

- i) four percent (4%) by
- ii) the original agreement price as listed in Paragraph 4 of the Pierce Agreement.

If the Dow Jones-AIG Commodity Index or the Global Insight Index for the specific raw materials: steel, aluminum and stainless steel increases more than four percent (4%), then the Dow Jones-AIG Commodity Index or the Global Insight Index (if a direct government index is required by statute) will be used in place of four percent (4%) increase for all structural components. Pierce will document and notify you of the charges for any of the aforementioned specific raw materials at the current price being offered by Pierce Manufacturing Inc. during the particular fiscal year.

- A) The term "Base Price Index" shall mean the Price Index for each year prior to the attained year commencing upon the 1st anniversary of the contract acceptance date.
- B) The term "Current Price Index" shall mean the Price Index for the first month of each contract year's anniversary.

If the Current Price Index for any contract year shall be greater than the Base Price Index, the base contract price shall be increased by an amount equal to the product obtained by multiplying

- i) the percentage difference between the Current Price Index and the Base Price Index by
- ii) the original agreement price as listed in Paragraph 4 of the Pierce Agreement.

EXHIBIT D

PIERCE MULTI-YEAR INCREASE

CPI Index

- C) The term “Price Index” shall mean the “Consumer Price Index” (CPI) as published by the Bureau of Labor Statistics of the United States Department of Labor, (insert one of the indexes below), or if the named index is no longer in existence, such other applicable index or similar method of calculation in place at the time of additional purchase.
- i. Northeast Region All Items, 1982-1984=100 – CUURO100SA0
 - ii. Midwest Region All Items, 1982-1984=100 – CUURO200SA0
 - iii. South Region All Items, 1982-1984=100 – CUURO300SA0
 - iv. West Region All Items, 1982-1984=100 – CUURO400SA0
- D) The term “Base Price Index” shall mean the Price Index for each year prior to the attained year commencing upon the 1st anniversary of the contract acceptance date.
- E) The term “Current Price Index” shall mean the Price Index for the first month of each contract year’s anniversary.

If the Current Price Index for any contract year shall be greater than the Base Price Index, the base contract price shall be increased by an amount equal to the product obtained by multiplying

- i) the percentage difference between the Current Price Index and the Base Price Index by
- ii) the original agreement price as listed in Paragraph 4 of the Pierce Agreement.

However, in no event shall Pierce have any obligation to Customer hereunder, if the Current Price Index for any contract year is less than the Base Price Index.

If the Dow Jones-AIG Commodity Index or the Global Insight Index (if a direct government index is required by statute) for the specific raw materials: steel, aluminum and stainless steel increases more than the percentage difference between the Current Price Index and the Base Price Index (as calculated under C.i. above), then the Dow Jones-AIG Commodity Index or the Global Insight Index (if a direct government index is required) will be used in place of the Consumer Price Index for all structural components. Pierce will document and notify you of the charges for any of the aforementioned specific raw materials at the current price being offered by Pierce Manufacturing Inc. during the particular fiscal year.

EXHIBIT D

PIERCE MULTI-YEAR INCREASE

PPI Index

- F) The term "Price Index" shall mean the "Producer Price Index" (PPI) as published by the Bureau of Labor Statistics of the United States Department of Labor, Producer Price Index Commodity data, Series ID: PCU3361203361202, Not Seasonally Adjusted, Industry: Heavy duty truck manufacturing, Item: Trucks, truck tractors and bus chassis (chassis of own manufacture) 33,001 lb or more, Base Date: 8706, or, if the named index is no longer in existence, such other applicable index or similar method of calculation in place at the time of additional purchase.
- G) The term "Base Price Index" shall mean the Price Index for each year prior to the attained year commencing upon the 1st anniversary of the contract acceptance date.
- H) The term "Current Price Index" shall mean the Price Index for the first month of each contract year's anniversary.

If the Current Price Index for any contract year shall be greater than the Base Price Index, the base contract price shall be increased by an amount equal to the product obtained by multiplying

- i) the percentage difference between the Current Price Index and the Base Price Index by
- ii) the original agreement price as listed in Paragraph 4 of the Pierce Agreement.

However, in no event shall Pierce have any obligation to Customer hereunder, if the Current Price Index for any contract year is less than the Base Price Index.

If the Dow Jones-AIG Commodity Index or the Global Insight Index (if a direct government index is required by statute) for the specific raw materials: steel, aluminum and stainless steel increases more than the percentage difference between the Current Price Index and the Base Price Index (as calculated under C.i. above), then the Dow Jones-AIG Commodity Index or the Global Insight Index (if a direct government index is required) will be used in place of the Consumer Price Index for all structural components. Pierce will document and notify you of the charges for any of the aforementioned specific raw materials at the current price being offered by Pierce Manufacturing Inc. during the particular fiscal year.



Proposal Option List

8/19/2014

Customer:
 Representative Hales, Mark
 Organization: Ross Equipment Co, Inc
 Requirements Manager:
 Description: Arrow XT Bronto 116' RLP-Plus
 Body: Aerial, Bronto, Tandem, Aluminum Body
 Chassis: Arrow-XT Chassis, PAP/Midmount MUX, 2010

Bid Number: 569
 Job Number:
 Bid Date:
 Stock Number: 25846
 DBVersion: 02.00.0541.0000

| Line | Option | Type | Option Description | Qty |
|------|---------|------|---|-----|
| 1 | 0656474 | | Boiler Plates, Aerial Bronto Fire Department/Customer - * Operating/In conjunction W-Service Center - * Miles - * Number of Fire Dept/Municipalities - * Bidder/Sales Organization - * Delivery - Delivery representative Dealership/Sales Organization, Service - * | 1 |
| 2 | 0584456 | | Manufacture Location: Appleton, Wisconsin | 1 |
| 3 | 0584452 | | RFP Location: Appleton, Wisconsin | 1 |
| 4 | 0588609 | | Vehicle Destination, US | 1 |
| 5 | 0018180 | | Single Source Compliance (Aerials) | 1 |
| 6 | 0533316 | | Comply NFPA 1901 Changes Effective Jan 1, 2009, With Exceptions | 1 |
| 7 | 0533351 | | Quint Fire Apparatus | 1 |
| 8 | 0588612 | | Vehicle Certification, Aerial w/Pump | 1 |
| 9 | 0681278 | | Agency, Apparatus Certification, Aerial w/Pump, U.L. | 1 |
| 10 | 0012771 | | Stock/Demo No Fire Department | 1 |
| 11 | 0536644 | | Customer Service Website | 1 |
| 12 | 0537375 | | Unit of Measure, US Gallons | 1 |
| 13 | 0529326 | | Bid Bond, 10%, Pierce Built Chassis | 1 |
| 14 | 0540326 | | Performance Bond, Not Requested | 1 |
| 15 | 0000007 | | Approval Drawing | 1 |
| 16 | 0002928 | | Electrical Diagrams | 1 |
| 17 | 0559968 | | Arrow-XT Chassis, PAP/Midmount MUX, 2010 | 1 |
| 18 | 0000110 | | Wheelbase Wheelbase - 249.00" INCHES | 1 |
| 19 | 0000070 | | GVW Rating GVW rating - 84,000# POUNDS | 1 |
| 20 | 0000203 | | Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/Dash CF | 1 |
| 21 | 0060637 | | Frame Liner, Inv "L" 12.68" x 3.00" x .25", AXT/Vel/Imp, Full Length | 1 |
| 22 | 0090913 | | Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, DLX/Qtm/AXT/DCF | 1 |
| 23 | 0090914 | | Suspension, Front TAK-4, 24,000 lb, DLX/Qtm/AXT/Vel | 1 |
| 24 | 0087572 | | Shock Absorbers, KONI, on TAK-4 Qtm/AXT/Imp/Vel/DCF/Enf | 1 |
| 25 | 0000322 | | Oil Seals, Front Axle | 1 |
| 26 | 0582746 | | Tires, Front, Goodyear, G296 MSA, 445/65R22.50, 20 ply | 1 |
| 27 | 0019618 | | Wheels, Front, Alcoa, 22.50" x 13.00", Aluminum, Hub Pilot | 1 |
| 28 | 0538161 | SP | Axle, Rear, Meritor RT-58-185, 60,000 lb Fire Service Rating 100' PAP Industrial | 1 |
| 29 | 0544244 | | Top Speed of Vehicle, 60 MPH | 1 |
| 30 | 0555355 | | Suspen, Rear, Hendrickson FMX 622 EX, Air Ride, 62,000 lb | 1 |
| 31 | 0000485 | | Oil Seals, Rear Axle | 1 |
| 32 | 0588521 | | Tires, Rear, Goodyear, G287 MSA, 315/80R22.50, 20 ply, Tandem | 1 |
| 33 | 0019653 | | Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot, Tandem | 1 |
| 34 | 0568081 | | Tire Balancing, Counteract Beads | 1 |
| 35 | 0545391 | | Tire Pressure Monitoring Valve Cap Qty, Tire Pressure Ind - 10 | 1 |
| 36 | 0003245 | | Axle Hub Covers w/center hole, S/S, Front Axle | 1 |
| 37 | 0013241 | | Axle Hub Covers, Rear, S/S High Hat (Tandem) | 1 |
| 38 | 0002045 | | Mud Flaps, w/logo front & rear | 1 |
| 39 | 0544802 | | Chocks, Wheel, SAC-44-E, Folding Qty, Pair - 01 | 1 |

| Line | Option | Type | Option Description | Qty |
|------|---------|------|--|-----|
| 40 | 0544806 | | Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal Location, Wheel chock - One chock under compartment P3 and one chock under compartment P7. Qty, Pair - 01 | 1 |
| 41 | 0593759 | | ESC/ABS/ATC Wabco Brake System, Tandem Rear Axle, 2010 | 1 |
| 42 | 0030185 | | Brakes, Knorr/Bendix 17", Disc, Front, TAK-4 | 1 |
| 43 | 0000730 | | Brakes, Meritor, Cam, Rear, 16.50 x 7.00" | 1 |
| 44 | 0058463 | | Air Compressor, Brake, Bendix 15.8 CFM | 1 |
| 45 | 0000794 | | Brake Reservoirs, Six | 1 |
| 46 | 0568012 | | Air Dryer, Wabco System Saver 1200, 2010 | 1 |
| 47 | 0000790 | | Brake Lines, Nylon | 1 |
| 48 | 0000854 | | Air Inlet, w/Disconnect Coupling Location, Air Coupling(s) - a) DS Step Well Qty, Air Coupling (s) - 1 | 1 |
| 49 | 0070810 | | All Wheel Lockup (Aerial/Tanker Chassis) | 1 |
| 50 | 0591790 | | Engine, DDC DD13, 500 hp, 1650 ft-lb, EPA 2010, AXT | 1 |
| 51 | 0001244 | | High Idle w/Electronic Engine, Custom | 1 |
| 52 | 0590300 | | Engine Brake, Jacobs Compression Brake, DD13 Switch, Engine Brake - f) DD13 | 1 |
| 53 | 0552334 | | Clutch, Fan, Air Actuated, Horton Drive Master | 1 |
| 54 | 0043422 | | Air Intake, w/Ember separator, AXT | 1 |
| 55 | 0565965 | | Exhaust System, 5", 2010 DD13, ISX engine, Horizontal, Officer Side | 1 |
| 56 | 0557525 | | Radiator, AXT | 1 |
| 57 | 0001090 | | Cooling Hoses, Rubber | 1 |
| 58 | 0001125 | | Fuel Tank, 65 Gallon, Left Side Fill | 1 |
| 59 | 0001129 | | Lines, Fuel | 1 |
| 60 | 0595087 | | DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle Door, Material & Finish, DEF Tank - * | 1 |
| 61 | 0552793 | | Not Required, Fuel Priming Pump | 1 |
| 62 | 0552712 | | Not Required, Shutoff Valve, Fuel Line | 1 |
| 63 | 0553019 | | Cooler, Engine Fuel, Imp/Vel, AXT, Qtm, Saber, Dash CF | 1 |
| 64 | 0686306 | SP | Trans, Allison Gen IV 4500 EVS P With Prognostics | 1 |
| 65 | 0001477 | | Transmission, Shifter, 4-Spd, Push Button Trans, ratio - 4500 EVS, 4Spd | 1 |
| 66 | 0001475 | | Transmission Oil Cooler, Internal | 1 |
| 67 | 0001375 | | Driveline, Spicer 1810 | 1 |
| 68 | 0669988 | | Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler | 1 |
| 69 | 0001544 | | Not Required, Steering assist cylinder on front axle | 1 |
| 70 | 0509230 | | Steering Wheel, 4 Spoke without Controls | 1 |
| 71 | 0690274 | | Logo/Emblem, on Dash Text, Row One - . Text, Row Two - . Text, Row Three - . | 1 |
| 72 | 0550026 | | Bumper, Non-extended, AXT, Dash CF | 1 |
| 73 | 0510226 | | Lift & Tow Package, Imp/Vel, AXT, Dash CF | 1 |
| 74 | 0522573 | | No Tow Hooks Required, Due to Lift and Tow package | 1 |
| 75 | 0659326 | | Center Tray Not Required | 1 |
| 76 | 0562558 | | Cab, Arrow-XT 2010, 6700 | 1 |
| 77 | 0677478 | | Rear Wall, Exterior, Cab, Aluminum Treadplate | 1 |
| 78 | 0581731 | | Cab Lift, Elec/Hyd, 2010 AXT, Loc Feature Location - IN COMPARTMENT D6 | 1 |
| 79 | 0032508 | | Trim, s/s band across cab face Material Trim/Scuffplate - e) S/S, Patterned | 1 |
| 80 | 0087357 | | Molding, Chrome on Side of Cab | 1 |
| 81 | 0521669 | | Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex | 1 |
| 82 | 0563092 | | Door, Half-Height, Arrow-XT 4-Door Cab, Level Roof | 1 |
| 83 | 0554539 | | Controls, Electric Roll-Up Windows, 4dr, 1 Driver Control, AXT | 1 |
| 84 | 0563603 | | Steps, 4-Door Cab, Std, AXT | 1 |
| 85 | 0509656 | | Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 2 Lights Per Step | 1 |
| 86 | 0005772 | | Fenders, S/S on cab, w/Radius corner, 2.00" wide | 1 |
| 87 | 0566915 | | Window, Side of C/C, Fixed, Arrow-XT 2010 | 1 |

| Line | Option | Type | Option Description | Qty |
|------|---------|------|--|-----|
| 88 | 0050359 | | Windows, Rear CC. (2) stationary, 11.29"W x 17.95"H, AXT | 1 |
| 89 | 0534151 | | Cab Interior, Vinyl, AXT MUX | 1 |
| | | | Color, Cab Interior Vinyl/Fabric - a) Silver/Gray | |
| 90 | 0012430 | | Cab Interior, paint color | 1 |
| | | | Color, Cab Interior Paint - a) gray | |
| 91 | 0032100 | | Floor, Rubber Padded Cab & Crew Cab - AXT | 1 |
| 92 | 0043079 | | Heater/defroster, AXT | 1 |
| 93 | 0565451 | | Air Conditioning, Arrow-XT 2010, Center Mount, Aerial | 1 |
| 94 | 0069332 | | Grab Handles, Driver Side Low & Officer Dash Panel | 1 |
| 95 | 0002526 | | Light, Engine Compt, All Custom Chassis | 1 |
| 96 | 0122516 | | Fluid Check Access, Imp/Vel, AXT | 1 |
| 97 | 0583042 | | Side Roll and Frontal Impact Protection | 1 |
| 98 | 0000109 | | Seating Capacity, Cab | 6 |
| | | | Qty, - 06 | |
| 99 | 0697003 | | Seat, Driver, Pierce PSV, Safety, Air Ride Hi-Back | 1 |
| 100 | 0565225 | | Seat, Officer, Pierce PSV, Safety, Fixed, SCBA | 1 |
| 101 | 0002518 | | Radio Compt w/Non Air Ride Seat | 1 |
| | | | Radio Compt Size, Officer - d) Arrow-XT | |
| 102 | 0565230 | | Seat, Rr Facing C/C, DS Outboard, Pierce PSV, Safety, SCBA | 1 |
| 103 | 0102783 | | Not Required, Seat, Rr Facing C/C, Center | 1 |
| 104 | 0565234 | | Seat, Rr Facing C/C, PS Outboard, Pierce PSV, Safety, SCBA | 1 |
| 105 | 0108189 | | Not Required, Seat, Forward Facing C/C, DS Outboard | 1 |
| 106 | 0565287 | | Seat, Forward Facing C/C, Center, (2) Pierce PSV, Safety, SCBA | 1 |
| 107 | 0108190 | | Not Required, Seat, Forward Facing C/C, PS Outboard | 1 |
| 108 | 0566653 | | Upholstery, Seats In Cab, Turnout Tuff | 1 |
| | | | Color, Cab Interior Vinyl/Fabric - m) Gray | |
| 109 | 0065740 | | Bracket, Air Bottle Zico, ULLH, Load & Lock, 1901-04, In Cab Seats | 5 |
| | | | Qty, - 05 | |
| 110 | 0553381 | | Seat Belt Height Adjustment, AXT/QTM | 1 |
| 111 | 0547293 | | Seat Belts, Red | 1 |
| 112 | 0691237 | | Seat Belt Monitoring System | 1 |
| 113 | 0543917 | | Helmet Storage, Provided by Fire Department | 1 |
| 114 | 0546700 | | Lights, Dome, Weldon, Model 8081-8000-13, Officer and Driver Side Rd/Wh LED Gr | 1 |
| 115 | 0509984 | | Lights, Dome CC, (2) Weldon, 8081-8000-13, LED, Red/Clear, Gry Bezel | 1 |
| 116 | 0544341 | | Portable Hand Light, Provided by Fire Department, Quint NFPA Classification | 1 |
| 117 | 0567651 | | Cab Instruments, Ivory Gauges, Chrome Bezels, AXT MUX 2010 | 1 |
| 118 | 0509511 | | Air Restriction Indicator, Imp/Vel, AXT, Dash CF | 1 |
| 119 | 0543751 | | Light, Do Not Move Apparatus | 1 |
| | | | Alarm, Do Not Move Truck - Pulsing Alarm | |
| 120 | 0509042 | | Messages, Open Door/Do Not Move Truck, Imp/Vel, Vel SLT, AXT, Dash CF | 1 |
| 121 | 0509921 | | Switching, Cab, Membrane, Impel/Velocity/Quantum, AXT MUX, Dash CF | 1 |
| | | | Location, Emerg Sw Pnls - Driver's Side Overhead | |
| 122 | 0541842 | | Wiper Control, 2-Speed with Intermittent, AXT MUX | 1 |
| 123 | 0002565 | | Hourmeter, Aerial Inside Cab | 1 |
| 124 | 0002617 | | PTO switch, w/light - aerial | 1 |
| 125 | 0548004 | | Wiring, Spare, 15 A 12V DC 1st | 2 |
| | | | Qty, - 02 | |
| | | | 12vdc power from - Battery direct | |
| | | | Wire termination - p) 15 amp power point plug | |
| | | | Location - officer side of instrument panel. | |
| 126 | 0087852 | | Vehicle Information Center, 7" Color Display, MUX | 1 |
| 127 | 0543930 | | Vehicle Data Recorder, Dual Module | 1 |
| 128 | 0062356 | | Antenna Mount, VariableThickness, Custom | 1 |
| | | | Location - There is only one mount. | |
| | | | Qty, - 01 | |
| 129 | 0509965 | | Pierce Command Zone, Advanced Electronics and Control System, Diagnostic LEDs | 1 |
| 130 | 0599703 | | Electrical System, Arrow-XT MUX 2010 | 1 |
| 131 | 0079211 | | Batteries, (6) Exide Grp 31, 950 CCA each, Threaded Stud | 1 |
| 132 | 0008621 | | Battery System, Single Start, All Custom Chassis | 1 |
| 133 | 0567608 | | Battery Compartment, Arrow-XT 2010 | 1 |
| 134 | 0032690 | | Charger, Sngl Sys, IOTA, DSL-45, 45 amp | 1 |

| Line | Option | Type | Option Description | Qty |
|------|---------|------|---|-----|
| 290 | 0548457 | | Location, Recessed in the Front Bumper, Driver and Passenger Side | 1 |
| 291 | 0016080 | | Siren, Federal Q2B | 1 |
| 292 | 0006097 | | Location of Siren, Recessed in Bumper Location, Siren, Mech - c) center | 1 |
| 293 | 0026170 | | Control, Mech Siren, DS Foot Sw, PS Push Button | 1 |
| 294 | 0657986 | | Lightbar, Whelen, Justice, LED, JNMINI23", 1-R, 1-W, 3-RC, pair | 1 |
| 295 | 0509460 | | Light, Front Zone, Federal QL64XF-* LED, 2-pr Quad Bezel, Qtm/AXT/Imp/Vel/DCF Color,FED,QuadFlr64,IN - b) rd/cl Color,FED,QuadFlr64,OUT - b) rc/cl | 1 |
| 296 | 0540581 | | Flasher, Headlight Alternating w/Feature, MUX Headlt flash deactivation - a)w/high beam Color, Lens, LED's - * Color, Lens, LED Mars Lt - * | 1 |
| 297 | 0511782 | | Lights, Side Zone Lower, Federal QL64XF-* LED, 3pr Location, lights mid - behind crew cab door, one each side of truck Location, lights rear - rear body fender panel, between tandems Location, lights frt side - c)each side, front cab corner Color,FED,QuadFlr64,FRT - b) rd/cl Color,FED,QuadFlr64,MID - b) rd/cl Color,FED,QuadFlr64,BCK - b) rd/cl | 1 |
| 298 | 0511784 | | Lights, Rear Zone Lower, Federal QL64XF-* LED Flange Kit - w)with flange Color,FED,QuadFlr64 - b) rd/cl | 1 |
| 299 | 0088745 | | Light, Rear Zone Upper, Whelen L31HRFN LED Beacon, Red LED Color, Dome, Rear Warning - * | 1 |
| 300 | 0006551 | | Not Required, Lights, Rear Upper Zone Blocking | 1 |
| 301 | 0696878 | SP | Light, Traffic Directing, Federal Signal Master Plus, SMLED-PLS-8, 37" Long LED Activation, Traffic Dir L - c)with the control head | 1 |
| 302 | 0530074 | | Location, Traf Dir Lt, On Top of Body Below Turntable w/Trdplt Box | 1 |
| 303 | 0530280 | | Location, Traf Dir Lt Controller, Overhead Switch Panel DS Center | 1 |
| 304 | 0006646 | | Electrical System, A/C, General Design | 1 |
| 305 | 0584312 | SP | Generator, Harrison 10kW MCR Hydraulic, Hot Shift PTO, STOCK UNITS ONLY Generator Interlocks - No Interlocks | 1 |
| 306 | 0690020 | | Mounting, Hydraulic Generator Above Compartment, Bronto | 1 |
| 307 | 0016752 | | Starting Sw, Truck Engine Powered Gen, Cab Sw Pnl | 1 |
| 308 | 0016757 | | Not Required, Remote Start, Generator | 1 |
| 309 | 0016740 | | Not Required, Fuel System | 1 |
| 310 | 0016767 | | Not Required, Oil Drain Extension, Generator | 1 |
| 311 | 0016771 | | Not Required, Routing Exhaust, Generator | 1 |
| 312 | 0036738 | | Circuit Breaker Panel, Included With PTO Generator Location, CB Panel - P7 | 1 |
| 313 | 0686985 | SP | Cover, Generator, Above Body, Removable | 1 |
| 314 | 0071016 | | Bracket, Alum. Trdplate, For 120/240volt Recessed Flood Lights, Compt Top, Pair Location - mount above compartments D3 and P4 Qty, - 01 | 1 |
| 315 | 0696253 | | Light, Whelen, 75W 120V, PFP1AC LED Floodlt, PBA103 Recessed 15 Deg 1st Location, 120/240 Volt Lt - behind crew cab doors, one each side, high as possible. Qty, 120/240 Volt Light - 2 Switch, Lt Control 1 - ps) PS Switch Panel Switch, Lt Control 2 - pp) pump operators panel Switch, Lt Control 3 - n) No Control Switch, Lt Control 4 - n) No Control Color, Lt Housing - * Control, Lts - * | 2 |
| 316 | 0699120 | | Light, Whelen, 150W 120V, PFP2AC LED Floodlt, PBA203 Recessed 15 Deg 1st Location, 120/240 Volt Lt - recessed in body, above compartments D3 and P4 Qty, - * Switch, Lt Control 1 - ps) PS Switch Panel Switch, Lt Control 2 - pp) pump operators panel Switch, Lt Control 3 - n) No Control Switch, Lt Control 4 - n) No Control | 1 |

| Line | Option | Type | Option Description | Qty |
|------|---------|------|---|-----|
| 317 | 0526994 | | Reel, Elect Cable, Akron, (4) Wire Location, Cord Reel - one each side, rear of the backboard compartment and forward of the crosslays. Qty, Cord Reels - 2 Reel Guide - c) No guide required Finish, Reel - Powder Coated Silver | 2 |
| 318 | 0086632 | | Cord, Electric, 10/4 Yellow, 4 Wire Lengths of Elect Cord - 2 Feet of Yellow Cord - e)200 Connection, Cord - No Connection | 2 |
| 319 | 0053942 | | Enclosure, Reel, Feed Through Side Sheet Location - over cord reels behind cab, one each side. Qty, - 02 | 2 |
| 320 | 0519934 | | Not Required, Brand, Hydraulic Tool System | 1 |
| 321 | 0672233 | | Aerial, Bronto F116 RLP-Plus | 1 |
| 322 | 0689845 | | Boom Support, Rear of the Chassis Cab, Bronto | 1 |
| 323 | 0526890 | | Not Required, Indicator, Extension | 1 |
| 324 | 0696357 | | Stabilizers, Bronto | 1 |
| 325 | 0530819 | | Not Required, Aerial Stabilizer Pins | 1 |
| 326 | 0548895 | | No Door, Stabilizer Control Box | 1 |
| 327 | 0696305 | | Hydraulic System, Bronto | 1 |
| 328 | 0690018 | | Swivels, 30 Collector Rings, Bronto | 1 |
| 329 | 0662402 | | Electrical System, Bronto, RLP+ | 1 |
| 330 | 0669476 | SP | Lights, Win MPBW Micro LED Spot On Aerial, Bronto, 5lts Non-NFPA | 1 |
| 331 | 0696221 | | Steps, Basket Access, Bronto | 1 |
| 332 | 0021575 | | Not Required, Light, Stabilizer Warn | 1 |
| 333 | 0690009 | | 120 Volt To Tip, Bronto | 1 |
| 334 | 0594648 | | Intercom, 2-Way Fire Research ICA900 Hands Free | 1 |
| 335 | 0690005 | | Breathing Air to Tip, (2) 4500 PSI, Bronto Refill Hose - 100' Breathing Air Fitting - Hansen Breathing Air Mask Box - * | 1 |
| 336 | 0024742 | | Not Required, Mask, Breathing Air To Tip | 1 |
| 337 | 0066919 | | Not Required, Raised Pedestal, Tiller/Mid Mount | 1 |
| 338 | 0690481 | | Lights, Truck-lite 44308C, LED Grommet Mt, Stabilizer Scene, IPOS Qty, - 04 | 4 |
| 339 | 0683495 | | Turntable Extension, Bronto | 1 |
| 340 | 0683489 | | Basket Heat Shield, Sides and Bottom, Permanent, Bronto | 1 |
| 341 | 0679208 | | Ultrasonic Collision Guard, Bronto | 1 |
| 342 | 0661560 | | High Voltage Detector, Bronto | 1 |
| 343 | 0683475 | | Delete Outlets, Hydraulic, At Platform, Bronto | 1 |
| 344 | 0683481 | | Display, Wind Speed, Turntable and Platform, Bronto | 1 |
| 345 | 0683487 | | Waterway Pressure Below Turntable, Displayed at Control Panels, Bronto | 1 |
| 346 | 0683483 | | Receiver, Stokes Basket at Platform, Bronto | 1 |
| 347 | 0530826 | | Turntable Access, ManSaver Bars, Yellow | 1 |
| 348 | 0696336 | | Waterway, Bronto | 1 |
| 349 | 0690004 | | (1) Preconnects At Platform, 1 Monitor, Bronto | 1 |
| 350 | 0659068 | | Monitor, Akron 3578 StreamMaster Electric, 24V Nozzle, Monitor 1, PAP - * | 1 |
| 351 | 0690916 | | Flowminder, Waterway, Bronto | 1 |
| 352 | 0662401 | | Inlet, 5.00" at Rear, Bronto | 1 |
| 353 | 0696916 | | Gauge, 4.00" Pressure, Class 1, Rear Inlet, PAL/PAP, Special Gauge Pressure Range - 30"-0-600 psi/kpa Color Dial Face - white | 1 |
| 354 | 0689996 | | Tools, Aerial, Bronto | 1 |
| 355 | 0559491 | | Manuals and Training, 3 Days, PAP | 1 |
| 356 | 0007150 | | Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1 | 1 |
| 357 | 0532894 | | NFPA Required Loose Equipment, Quint, Provided by Fire Department | 1 |
| 358 | 0544724 | | Soft Suction Hose, Provided by Fire Department, Quint NFPA Classification | 1 |
| 359 | 0027023 | | No Strainer Required | 1 |

| Line | Option | Type | Option Description | Qty |
|------|---------|------|--|-----|
| 360 | 0533273 | | Extinguisher, Dry Chemical, Quint, Provided by Fire Department | 1 |
| 361 | 0533283 | | Extinguisher, 2.5 Gal. Pressurized Water, Quint, Provided by Fire Department | 1 |
| 362 | 0007482 | | Not Required, Crowbars | 1 |
| 363 | 0007484 | | Not Required, Claw Tools | 1 |
| 364 | 0533261 | | Axe, Flathead, Quint, Provided by Fire Department | 1 |
| 365 | 0533267 | | Axe, Pickhead, Quint, Provided by Fire Department | 1 |
| 366 | 0007494 | | Not Required, Sledgehammers | 1 |
| 367 | 0559682 | | Paint, Two Tone, Cab, w/Shield, Custom Cab | 1 |
| | | | Paint, Color - Red #90 | |
| | | | Paint Color, Upper Area - White #10 | |
| 368 | 0017241 | | Paint Chassis Frame Assy. Black, Std. | 1 |
| 369 | 0693797 | | No Paint Required, Aluminum Front Wheels | 1 |
| 370 | 0693792 | | No Paint Required, Aluminum Rear Wheels | 1 |
| 371 | 0007230 | | Compartment, Painted, Spatter gray | 1 |
| 372 | 0690915 | | Aerial Platform Paint, Bronto | 1 |
| 373 | 0544129 | | Reflective Band, 1"-6"-1" | 1 |
| | | | Color, Reflect Band - A - a) white | |
| | | | Color, Reflect Band - B - l) white | |
| | | | Color, Reflect Band - C - w) white | |
| 374 | 0077356 | | Reflective, Cab Face, Below the S/S Trim Band | 1 |
| 375 | 0583454 | | Stripe, Chevron, Rear, Diamond Grade, Aerial | 1 |
| | | | Color, Rear Chevron DG - fluorescent yellow green | |
| 376 | 0598714 | | Stripe, Reflective/Diamond Grade, Chevron Stripes, Four (4) Stabilizers | 1 |
| | | | Color, Reflect Band - A - c) ruby red | |
| | | | Color, Reflect Chev - A - t) fluorescent yellow green diamond grade | |
| | | | Size, Stripe - a) 4.00" | |
| 377 | 0087342 | | Jog, "Z"-Shaped, In Reflective Stripe | 1 |
| | | | Qty, - 1 | |
| 378 | 0017359 | | Stripe, Black Outline, Vinyl on Reflective Band | 3 |
| | | | Qty, - 03 | |
| 379 | 0552453 | | Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade | 1 |
| | | | Color, Reflect Band - A - p) fluorescent yellow green diamond grade | |
| | | | Size, Chevron Striping - 04 | |
| | | | Color, Reflect Chev - A - r) red diamond grade | |
| 380 | 0027286 | | Not Required, Lettering Specs | 1 |
| 381 | 0007472 | | [Lettering not Requested] | 1 |
| 382 | 0031972 | | Manuals, Two (2), Fire Apparatus Parts, Custom Chassis | 1 |
| 383 | 0002905 | | Manuals, Two (2) Chassis Service, Custom | 1 |
| 384 | 0032433 | | Manuals, Two (2) Chassis Operation, Custom | 1 |
| 385 | 0030008 | | Warranty, Basic, 1 Year, Apparatus, WA0008 | 1 |
| 386 | 0595239 | | (No Pick Required) | 1 |
| 387 | 0696696 | | Warranty, Engine, Detroit DD13, 5 Year, WA0180 | 1 |
| 388 | 0684953 | | Warranty, Steering Gear, Sheppard M110, 3 year WA0201 | 1 |
| 389 | 0596017 | | Warranty, Frame, 50 Year, Custom Chassis, WA0013 | 1 |
| 390 | 0595245 | | (No Pick Required) | 1 |
| 391 | 0595698 | | Warranty, Axle, 3 Year, TAK-4, WA0050 | 1 |
| 392 | 0530524 | | Warranty, Axle, 2 Year, Meritor, General Service, WA0046 | 1 |
| 393 | 0019914 | | Warranty, Structure, 10 Year, Custom Cab, WA0012 | 1 |
| 394 | 0595813 | | Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055 | 1 |
| 395 | 0524627 | | Warranty, Electronics, 5 Year, MUX, WA0014 | 1 |
| 396 | 0046369 | | Warranty, 5-year EVS Transmission, Standard Custom, WA0187 | 1 |
| 397 | 0688798 | | Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195 | 1 |
| 398 | 0596025 | | Warranty, Structure, 10 Year, Body, WA0009 | 1 |
| 399 | 0693127 | | Warranty, Gortite, Roll-up Door, 6 Year, WA0190 | 1 |
| 400 | 0063510 | | Warranty, Pump, Waterous, 5 Year Parts, WA0225 | 1 |
| 401 | 0032998 | | Warranty, 10 Year S/S Pumbing, WA0035 | 1 |
| 402 | 0689967 | | Warranty, Structure, 20 Year, Aerial Device, Bronto, WA0247 | 1 |
| 403 | 0088889 | | Not Required, Additional Aerial Warranty | 1 |
| 404 | 0595588 | | Warranty, Generator, 2 Year, Harrison Hydra-Gen, WA0051 | 1 |
| 405 | 0595820 | | Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057 | 1 |
| 406 | 0593921 | | Not Required, Warranty, No Lettering | 1 |

| Line | Option | Type | Option Description | Qty |
|------|---------|------|--|-----|
| 407 | 0683627 | | Certification, Vehicle Stability, CD0089 | 1 |
| 408 | 0568414 | | Certification, Engine Installation, AXT, DDC DD13, CD0096 | 1 |
| 409 | 0686786 | | Certification, Power Steering, CD0098 | 1 |
| 410 | 0543934 | | Certification, Cab Integrity, AXT | 1 |
| 411 | 0548949 | | Certification, Cab Door Durability, AXT, CD0002 | 1 |
| 412 | 0548968 | | Certification, Windshield Wiper Durability, AXT, CD0006 | 1 |
| 413 | 0548952 | | Certification, Electric Window Durability, AXT, CD0003 | 1 |
| 414 | 0549275 | | Certification, Seal Belt Anchors and Mounting, AXT, CD0019 | 1 |
| 415 | 0694929 | | Certification, Cab Heater and Defroster, AXT, CD0094 | 1 |
| 416 | 0545073 | | Amp Draw Report, NFPA 2009 Edition | 1 |
| 417 | 0002758 | | Amp Draw, NFPA Radio Allowance | 1 |
| 418 | 0000051 | | BRONTO BODY | 1 |
| 419 | 0000012 | | PIERCE CHASSIS | 1 |
| 420 | 0562778 | | DD13 ENGINE | 1 |
| 421 | 0046396 | | EVS 4000 Series TRANSMISSION | 1 |
| 422 | 0020011 | | WATEROUS PUMP | 1 |
| 423 | 0020009 | | POLY TANK | 1 |
| 424 | 0028047 | | NO FOAM SYSTEM | 1 |
| 425 | 0020006 | | SIDE CONTROL | 1 |
| 426 | 0020007 | | AKRON VALVES | 1 |
| 427 | 0020015 | | ABS SYSTEM | 1 |
| 428 | 0658751 | | Manufacturing Attribute | 1 |



Pierce Bronto Fire Truck / Aerial Platform



CITY COUNCIL AGENDA

For Council Meeting:
September 2, 2014

S U B J E C T: A Resolution approving the form of the Equipment Lease Agreement with Zions First Nation 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.

ACTION TO BE CONSIDERED:

Approve the enclosed Resolution for the lease with Zions Bank for the fire ladder truck.

GENERAL INFORMATION:

See enclosed staff report prepared by Keith Johnson.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: August 26, 2014

Subject: **RESOLUTION FOR THE LEASE OF FIRE LADDER TRUCK**

RECOMMENDATIONS

Approve the enclosed Resolution for the lease with Zions Bank for the fire ladder truck.

BACKGROUND

The ladder truck costs \$1,000,000, with another \$60,000 of equipment to equip the truck. Of this amount, \$100,000 has to come from the General Fund and the remainder from fire apparatus impact fees. The City has collected \$562,000 from these impact fees as of June 30, 2014. The City would pay \$550,000 down from these impact fees and lease the remaining \$500,000 over a 10 year period. The other \$10,000 will come from what is left over from the lease payment for the fire truck in this years budget that is in the Equipment Fund. The \$100,000 from the General Fund is included in the lease. The lease payments will be \$57,388 per year at a 2.7% interest rate.

Impact fees are dropping off, as commercial building has slowed down with the build out of Station Park. This means that the impact fees will probably not cover the portion of the lease payment that the impact fees should pay each year. The difference will have to be made up from the General Fund. The City is currently putting \$50,000 a year from the General Fund to the Equipment Fund for the purchase of fire engines. This has paid the lease of the new fire engine the last couple of years and the lease will be paid off in this fiscal year. This means that from next year forward the City will have \$50,000 available to pay the City's portion of the lease payment and any remaining amount that the impact fees are not able to cover. So whatever the amount the impact fee does not cover of the lease payment, the City would be able to make up the difference from this \$50,000 amount.

On the next City Council meeting, there will be a public hearing to amend the budget to reflect the purchase of the fire ladder truck. Since this is a large purchase, the budget should be amended now instead of waiting until next June.

Respectfully Submitted,



Keith Johnson,
Assistant City Manager

Review and Concur,



Dave Millheim,
City Manager

Fire Equipment Impact Fee

Revenues On Hand FY 2014

| <u>Revenues</u> | <u>FY 2011</u> | <u>FY 2012</u> | <u>FY 2013</u> | <u>FY 2014</u> |
|---------------------------|-------------------|-------------------|------------------|------------------|
| From Building Permits | 258,736.52 | 138,674.95 | 91,163.00 | 67,420.40 |
| Interest Earnings | 667.22 | 1,841.87 | 2,245.67 | 2,165.41 |
| Total Revenues | 259,403.74 | 140,516.82 | 93,408.67 | 69,585.81 |
| <u>Expenditures</u> | | | | |
| Total Expenditures | 0.00 | 0.00 | 0.00 | 0.00 |
| Balance Forward | 0.00 | 259,403.74 | 399,920.56 | 493,329.23 |
| Less FY Expenditures | 0.00 | 0.00 | 0.00 | 0.00 |
| Add FY Revenues | 259,403.74 | 140,516.82 | 93,408.67 | 69,585.81 |
| Balance Forward | 259,403.74 | 399,920.56 | 493,329.23 | 562,915.03 |

Fire Facilities Impact Fee

Capital Facilities Plan Sept. 2000, Nov. 2007
 Projected Expenditures of Impact Fees
 Fiscal Year Ending June 30, 2014

| | FY 2015 | FY 2016 | FY 2017 | FY 2018 | FY 2019 | FY 2020 | FY 2021 | FY 2022 | FY 2023 | FY 2024 | FY 2025 |
|---------------------------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---------------------|
| Purchase of Ladder Truck | | | | | | | | | | | |
| Lease Payment of Ladder Truck | 550,000.00 | 57,388.00 | 57,388.00 | 57,388.00 | 57,388.00 | 57,388.00 | 57,388.00 | 57,388.00 | 57,388.00 | 57,388.00 | 57,388.00 |
| Total Expenditures | 550,000.00 | 57,388.00 | 57,388.00 | 57,388.00 | 57,388.00 | 57,388.00 | 57,388.00 | 57,388.00 | 57,388.00 | 57,388.00 | 57,388.00 |
| Total Accumulative Expenditures | | | | | | | | | | | <u>1,123,880.00</u> |

Lease at 2.7%
 \$100,000 from the General Fund

LEASE PURCHASE AGREEMENT

This equipment lease (the "Lease") dated as of October 1, 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 October 1, 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 Ten (10) 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 October 1, 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 not withstanding 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, 17th 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

| Quantity | Description/Serial Numbers |
|----------|--|
| 1 | 2013 Pierce Arrow-XT 116' Bronto Vin: 4P1CA01D5DA013443 |

Initials of Lessee Signatory

EXHIBIT B
Resolution Of Governing Body
Extract Of Minutes

September 2, 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 September 2, 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 September 2, 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 September 2, 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: October 1, 2014

Amount Due: \$500,000.00

1. Interest has been computed at the rate of 2.7 % per annum. Interest shall accrue from the Commencement Date.
2. Rental payments shall be due semi-annually commencing April 1, 2015. 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 October 1, 2024.
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

\$500,000.00 Equipment Lease Purchase

Dated: October 1, 2014

Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|--------------|---------------------|----------|--------------------|---------------------|--------------|
| 10/01/2014 | - | - | - | - | - |
| 04/01/2015 | 21,944.05 | 2.700% | 6,750.00 | 28,694.05 | 28,694.05 |
| 10/01/2015 | 22,240.30 | 2.700% | 6,453.76 | 28,694.06 | - |
| 04/01/2016 | 22,540.54 | 2.700% | 6,153.51 | 28,694.05 | 57,388.11 |
| 10/01/2016 | 22,844.84 | 2.700% | 5,849.21 | 28,694.05 | - |
| 04/01/2017 | 23,153.24 | 2.700% | 5,540.81 | 28,694.05 | 57,388.10 |
| 10/01/2017 | 23,465.81 | 2.700% | 5,228.24 | 28,694.05 | - |
| 04/01/2018 | 23,782.60 | 2.700% | 4,911.45 | 28,694.05 | 57,388.10 |
| 10/01/2018 | 24,103.66 | 2.700% | 4,590.39 | 28,694.05 | - |
| 04/01/2019 | 24,429.06 | 2.700% | 4,264.99 | 28,694.05 | 57,388.10 |
| 10/01/2019 | 24,758.86 | 2.700% | 3,935.19 | 28,694.05 | - |
| 04/01/2020 | 25,093.10 | 2.700% | 3,600.95 | 28,694.05 | 57,388.10 |
| 10/01/2020 | 25,431.86 | 2.700% | 3,262.19 | 28,694.05 | - |
| 04/01/2021 | 25,775.19 | 2.700% | 2,918.66 | 28,694.05 | 57,388.10 |
| 10/01/2021 | 26,123.15 | 2.700% | 2,570.90 | 28,694.05 | - |
| 04/01/2022 | 26,475.82 | 2.700% | 2,218.24 | 28,694.06 | 57,388.11 |
| 10/01/2022 | 26,833.24 | 2.700% | 1,860.81 | 28,694.05 | - |
| 04/01/2023 | 27,195.49 | 2.700% | 1,498.56 | 28,694.05 | 57,388.10 |
| 10/01/2023 | 27,562.63 | 2.700% | 1,131.42 | 28,694.05 | - |
| 04/01/2024 | 27,934.72 | 2.700% | 759.33 | 28,694.05 | 57,388.10 |
| 10/01/2024 | 28,311.84 | 2.700% | 382.21 | 28,694.05 | - |
| 04/01/2025 | - | - | - | - | 28,694.05 |
| Total | \$500,000.00 | - | \$73,881.02 | \$573,881.02 | - |

Yield Statistics

| | |
|-----------------------------------|-------------|
| Bond Year Dollars | \$2,736.33 |
| Average Life | 5.473 Years |
| Average Coupon | 2.6999998% |
| Net Interest Cost (NIC) | 2.6999998% |
| True Interest Cost (TIC) | 2.6999998% |
| Bond Yield for Arbitrage Purposes | 2.6999998% |
| All Inclusive Cost (AIC) | 2.6999998% |
| IRS Form 8036 | |
| Net Interest Cost | 2.6999998% |
| Weighted Average Maturity | 5.473 Years |

Buyer: 25 MEL | SINGLE PURPOSE | 10/27/2014 | 11:51 AM

ZIONS BANK  PUBLIC FINANCE

Page 1

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 October 1, 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 October 1, 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

Witness

By: _____
(Authorized Signature)

(Print name and title)

Date: _____

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

| | | | |
|---|------------|---|--|
| Part I Reporting Authority | | If Amended Return, check here <input type="checkbox"/> | |
| 1 Issuer's name Farmington City | | 2 Issuer's employer identification number (EIN) 87-600225 | |
| 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) | Room/suite | 5 Report number (For IRS Use Only) | |
| 160 South Main: P. O. Box 160 | ----- | 3 | |
| 6 City, town, or post office, state, and ZIP code Farmington, Utah 84025 | | 7 Date of issue 10/01/2014 | |
| 8 Name of issue \$500,000 Lease Purchase Agreement | | 9 CUSIP number None | |
| 10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) H. James Talbot - Mayor | | 10b Telephone number of officer or other employee shown on 10a 801-451-2383 | |

| | | | |
|---|---------------------------------------|----|------------|
| 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 | 500,000 00 |
| 15 Environment (including sewage bonds) | | 15 | 0 |
| 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 | 10/01/24 | \$ 500,000 | \$ N/A | 5.473 years | 2.700 % |

| | | | | | |
|--|--|----|-----|--|--|
| 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 | |



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: September 2, 2014

SUBJECT: **ZONE TEXT DISCUSSION ITEM—CHAPTERS 10, 11, 12, AND 28**

RECOMMENDATION

This agenda item is for discussion purposes only—no action is necessary. A public hearing is scheduled for September 16, 2014. It is intended that this staff report and a study session will help prepare the Mayor and City Council for the hearing.

BACKGROUND

The Planning Commission prepared, held public hearings, and recommended the enclosed text changes to chapters 10, 11, 12, and 28 of the Zoning Ordinance related to conventional and conservation subdivision standards and transfer of development rights. They met for several hours over many weeks, including a 2 hour study session, to make ready these changes. The proposed amendments include, among other things:

- Limiting conservation subdivisions to larger parcels and an overlay zone specific only to certain areas of the community;
- Providing alternative lot sizes for all other areas of the City, which may be realized at the sole discretion of the City, by: 1) transfer of development rights, or 2) conveying land/easements for public benefit;
- Eliminating bonuses, and difficult and cumbersome standards, from the conservation subdivision ordinance;
- Allowing for consideration of waivers of conservation subdivision provisions only if certain standards are met;
- Moving the TDR section from Chapter 12 to Chapter 28 making it applicable to other sections in the Zoning Ordinance; and
- Recommending that the City Council approve Conservation Subdivisions and TDRs as legislative acts (not as administrative functions).

SUPPLEMENTARY INFORMATION

1. Chapter 12 draft changes;
2. Proposed overlay zone;
3. Chapter 10 draft changes;
4. Chapter 11 draft changes;
5. Chapter 28 draft changes (TDR);

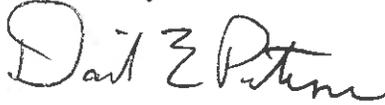
SUPPLEMENTARY INFORMATION TO BE HANDED OUT AT THE MEETING/STUDY SESSION

[NOTE: Even though some do not like handouts, staff provided the following information to the Planning Commission at specific times per their presentation (at their study session) and it proved an effective way to guide and focus discussion. And it help staff better facilitate because it limited us from saying things like, “find map such and such” and then everyone waiting for a while to allow 7 people to find it. The information was passed out only when the Commission needed it. We thought it important to list this supplementary information, among other reasons, to help those in the future understand what was reviewed at the meeting.]

1. Randall Arendt illustrations
2. Existing conservation subdivision exhibits (A--hypothetical property, B--conventional plan, C--yield plan, D--option 1, and E--option 2);
3. Subdivision Discussion chart (CC Retreat 3.1.14);
4. Conservation Easement map;
5. Trails Master Plan;
6. Cons, Possible Solutions for Discussion (CC Retreat 3.1.14);
7. Existing Alternatives and Proposed Alternatives;
8. Proposed overlay zone and large parcels;
9. Proposed overlay zone and large parcels on Zoning Map;
10. Existing Parks;
11. City Parks ½ mile buffer;
12. City Parks 1/4 mile buffer;
13. Private/Quasi Public Parks;
14. Quasi Parks ½ mile buffer;
15. Quasi Parks 1/4 mile buffer;
16. Parks and Quasi Parks ½ mile buffer (with trails);
17. Parks and Quasi Parks 1/4 mile buffer (with trails);
18. Chapter 6;
19. Title 10, Chapter 9a, Section 101, 205, 206,302 of the Utah State Code;
20. City Detention Basin map;
21. Other City Property map (not detention basin or parks);
22. Davis County Property map;
23. Davis School District Property;
24. Other open space/easements;

25. Lagoon and Golf Course Property;
26. Summary map of open space/easements by type/ownership; and
27. Summary map of open space/easements not by type/ownership (still being prepared).

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager

DRAFT

August 7, 2104; August 21, 2014; September 2, 2014 (CC)

CHAPTER 12

CONSERVATION SUBDIVISION AND (CS) OVERLAY ZONE DEVELOPMENT STANDARDS

- 11-12-010 Purpose.
- 11-12-020 Applicability.
- 11-12-030 Definitions.
- 11-12-040 Development Options.
- 11-12-050 Approval Process.
- 11-12-060 Development Activities Prohibited.
- 11-12-065 Waiver.
- 11-12-068 Fee in Lieu; conservation Land Dedication.
- 11-12-070 Subdivision Yield Plan.
- 11-12-080 Sensitive Area Designation Plan.
- 11-12-085 Master Development Plan.
- 11-12-090 Dimensional Standards.
- 11-12-100 Design Standards.
- ~~11-12-110 Transfer of Development Rights/Lots. (TDR)~~
- 11-12-120 Use Regulations.
- 11-12-130 Conservation Land Design Standards.
- 11-12-140 Permanent Protection of Conservation Lands.
- 11-12-150 Ownership of Conservation Lands.
- 11-12-160 Maintenance of Conservation Lands.

11-12-010 Purpose.

The purpose of this Chapter is to provide for subdivision development within the CS Overlay Zone and elsewhere in Farmington City ~~Farmington City~~ in a manner that:

(a) Protects constrained and sensitive lands, including those areas containing sensitive and undevelopable features such as steep slopes, floodplains and wetlands, by setting them aside from development;

(b) Conserves conservation and open space land, including those areas containing unique or natural features such as meadows, grasslands, tree stands, streams, stream corridors, flood walls, berms, watercourses, farmland, wildlife corridors and/or habitat, historical buildings and/or sites, archeological sites, and green space, by setting them aside from development;

- (c) Provides greater design flexibility and efficiency in the siting of services and infrastructure, including the opportunity to reduce length of roads, utility runs, and the amount of paving required for residential development;
- (d) Reduces erosion and sedimentation by the retention of existing vegetation and the minimization of development on steep slopes and other constrained and sensitive lands;
- (e) Provides for a diversity of lot sizes to accommodate a variety of age and income groups and residential preferences, so that the community's population diversity may be enhanced;
- (f) Provides incentives for the creation of greenway systems and open space within the City for the benefit of present and future residents;
- (g) Implements adopted City policies to conserve a variety of irreplaceable and environmentally sensitive resource lands as set forth in the Comprehensive General Plan;
- (h) Implements adopted land use, environment, natural hazards, transportation, and community policies, as identified in the Comprehensive General Plan;
- (i) Protects areas of the City with productive agricultural soils for continued agricultural use by conserving blocks of land large enough to allow for viable farm operations;
- (j) Creates neighborhoods with direct visual and/or recreational access to constrained, sensitive and conservation land;
- (k) Provides for the conservation and maintenance of constrained, sensitive and conservation land within the City to achieve the above-mentioned goals;
- (l) Provides incentives and design alternatives for landowners to minimize impacts on environmental resources such as, sensitive lands, wetlands, floodplain, and steep slopes, and to minimize disturbance of natural or cultural features such as, mature woodlands, tree lines, wildlife habitats and corridors, historic buildings, and floodplain walls;
- (m) Provides standards accommodating to some extent the varying circumstances and interests of individual landowners and the individual characteristics of their properties; and
- (n) Conserves scenic views and elements of the City's rural and scenic character and minimizes perceived density by minimizing views of new development from existing roads.

11-12-020 Applicability.

a. Any lot or parcel located within the CS Overlay Zone, as shown on the Official Zoning Map, depicted within the Future Land Use Map of the General Plan shall be subject to the standards and regulations of this Chapter. The CS is in an overlay zone. Such standards and regulations are intended to be in addition to the existing standards and regulations of the underlying zone of the property and other applicable regulations of this Zoning Ordinance.

AND

Any lot or parcel located in agriculture and single family residential zones greater than 5 and 10 acres respectively and not located in the CS Overlay Zone.

b. The election to apply and develop property as a Conservation Subdivision is voluntary and provided to developers as an alternative to development of property as a Conventional Subdivision pursuant to other applicable provisions of this Title. The intent of this Chapter and the Conservation Subdivision options is to encourage the creation and development of flexibly-designed open space subdivisions. Conservation Subdivisions may be developed within applicable agricultural and residential zones of the City. Conservation Subdivisions shall be developed in accordance with and subject to the development standards, conditions, procedures and regulations of this Chapter and with all other applicable subdivision ordinances and zoning regulations of the City which are not otherwise in conflict with the provisions of this Chapter.

11-12-030 Definitions.

For purposes of this Chapter, the following words shall have the meanings set forth herein:

(a) Conservation Land. Conservation land means land containing unique, historic, cultural, archeological, natural or other significant features, including, but not limited to, meadows, grasslands, tree stands, streams, stream corridors, flood walls, berms, watercourses, farmland, wildlife corridors and/or habitat, historic buildings and/or sites, archeological sites, and open space.

(b) Constrained and Sensitive Land. Constrained and sensitive land means land which is generally unbuildable and which contains constrained and sensitive features including, but not limited to, wetlands, floodplains, steep slopes, faults and other geologically or environmentally sensitive features.

11-12-040 ~~Development Options.~~

Developers desiring to develop property as a Conservation Subdivision in accordance with and subject to the development standards, conditions, procedures and regulations of this Chapter may submit a subdivision application for residential development at the base density permitted in the relevant zone provided herein which may result in more lots than using conventional lot dimensions standards set forth in Chapters 10 and 11 of this Title. The development must utilize a conservation design which sets aside and preserves all constrained and sensitive lands, natural hazards and resources, and provides the required percentage of conservation land within the development. ~~are provided the following Conservation Subdivision development options. These options are provided as an incentive to encourage developers to designate, preserve and protect a greater percentage of their property as permanent open space.~~

~~—— (a) —— Option One: Basic Conservation. Option One Conservation Subdivision provides for residential development at the base density permitted in the relevant zone plus any corresponding density incentive as provided herein for Option One Conservation Subdivisions. In order to obtain the full density incentive permitted herein for an Option One Conservation Subdivision, the development must utilize a conservation design which sets aside and preserves all constrained and sensitive lands, natural hazards and resources, and provides the required percentage of conservation land within the development.~~

~~—— (b) —— Option Two: Enhanced Conservation. Option Two Conservation Subdivision provides for residential development at the base density permitted in the relevant zone plus any corresponding increased density incentive as provided herein for Option Two Conservation Subdivisions. In order to obtain the increased density incentive provided herein for an Option Two Conservation Subdivision, the development must utilize a conservation design which sets aside and preserves all constrained and sensitive lands, natural hazards and resources, and provides the required increased percentage of conservation land within the development.~~

11-12-050 Approval Process.

Applications for a Conservation Subdivision shall be submitted and processed in accordance with the requirements and procedures set forth in the City Subdivision Ordinance, including submission and approval of schematic, preliminary and final plans or plats, and any additional procedural requirements set forth in this Chapter, including, but not limited to, submission of a Subdivision Yield Plan, Sensitive Area Designation Plan and/or Master Development Plan.

The Planning Commission shall consider all applications for conservation subdivisions and prepare a recommendation to the City Council as an amendment to the Zoning Ordinance in accordance with Chapter 6 of this Title and the Municipal Land Use Development, and Management Act as set forth in the Chapter 9a of the Utah State Code. The City must provide notice of meetings and public hearings, and required third party notices, related thereto. As part of its recommendation, the Planning Commission and the City Council must determine whether or not a proposed conservation subdivision meets

the purpose of this chapter and the review standards set forth in Chapter 6 and elsewhere in the Farmington City Code.

11-12-060 Development Activities Prohibited.

In order to ensure the preservation and enhancement of existing conditions of certain property within the City, including, but not limited to, constrained and sensitive lands, natural and cultural resources, wildlife habitat and other unique and sensitive lands, no new development activity shall be permitted on property proposed for development as a Conservation Subdivision prior to final plat approval as provided herein. Upon final plat approval, all development activity shall be conducted in accordance with and subject to applicable permit and development approval processes required by City Ordinances, rules and regulations. For purposes of this Section, "development activity" shall include any disturbance or alteration of the property in any way, but shall not include continuation of any currently existing permitted use of the property.

11-12-065 Waiver.

Subject to the provisions set forth herein, any provision of this Chapter may be waived by the City upon a vote of not less than four (4) members of the City Council. Such waiver(s) shall be granted only in limited circumstances as deemed appropriate and necessary by the City Council. No waiver shall be granted absent a finding of good cause based upon specific special circumstances attached to the property. No waiver should be granted that would be contrary to the public interest or contrary to the underlying intent of this Chapter. Any waiver of the required minimum conservation land dedication shall require comparable compensation, off-site improvements, amenities or other consideration of comparable size, quality and/or value.

Good cause as referenced herein shall include, but not be limited to the following standards:

(1) The subdivision shall be located within a half mile of an existing public park located within the Farmington City limits. This distance shall be determined by the actual walking distance from the subdivision to the park.

(2) In the event the park is located off-site pursuant to sub-paragraph 1, or on-site, a waiver shall not result in usable park space less than 1 acre in size.

(3) A waiver shall not result in lots, or building set-backs, smaller than the minimum lot size.

(4) All subdivision standards regarding dead-end street length, ingress and egress, and block dimensions shall be met.

- (5) No waiver shall result in the creation of additional lots or a flag lot.

11-12-068 Fee in Lieu; Conservation Land Dedication.

In the event a proposed conservation land dedication does not, in the City's legislative discretion, produce sufficient public benefit, the City may require the payment of a fee in lieu of the dedication of conservation land. The fee to be paid to the City shall be established as follows:

- (1) The City shall establish the amount of the fee to be paid by determining the value of land of the same general characteristics as the conservation land dedication which would be required absent the application of the provisions of this section. The City's determination of value may be based on land sales data in the City's possession or reasonably available, and the basis of the City's determination shall be made available to the Applicant.
- (2) In the event the Applicant disagrees with the City's determination of the amount of the fee in lieu, the Applicant may, at its sole expense, submit an appraisal report from a licensed and Certified General Appraiser to establish the value of the proposed conservation land dedication. The value as established in a qualifying appraisal shall be the amount of the fee in lieu of conservation land dedication.
- (3) Any amount received by the City in lieu of conservation land dedication shall be set aside solely for open space and/or park acquisition and/or development.

11-12-070 Subdivision Yield Plan.

All applications for a Conservation Subdivision shall include a Subdivision Yield Plan prepared in accordance with the provisions set forth herein. The Subdivision Yield Plan is utilized to determine and calculate the base number of dwelling units for any given property to be developed as a Conservation Subdivision.

(a) Subdivision Yield Plan. Applicants shall prepare a Subdivision Yield Plan for the proposed project showing how the property within the project could be developed under a Conventional Subdivision layout using the dimensional standards set forth in Subsection (c). The Subdivision Yield Plan is not intended to propose or permit the actual development of the property in accordance with the dimensional standards set forth herein, but is prepared merely to determine the base number of dwelling units to be used in calculating the permitted number of dwelling units and lot size for the actual Conservation Subdivision. No subdivision may be developed in accordance with the dimensional standards set forth in Subsection (c) or a proposed Subdivision Yield Plan.

(b) Realistic Layout. The Subdivision Yield Plan must be drawn to scale and must exhibit a realistic layout reflecting a Conventional Subdivision layout that could

reasonably be expected to be implemented in consideration of dimensional standards set forth herein and calculating and addressing the presence of non-buildable or infrastructure areas, including, but not limited to, rights-of-way, public improvement areas, wetlands, floodplains, steep slopes, restricted areas subject to the Farmington City Foothill Development Standards, and existing easements or encumbrances. A sample Subdivision Yield Plan is set forth in Exhibit "A," attached hereto and incorporated herein by this reference, providing an example of a hypothetical Yield Plan for land zoned Large Suburban.

(c) Dimensional Standards. The Subdivision Yield Plan shall reflect the following dimensional standards:

| Subdivision Yield Plan Dimensional Standards | | | |
|--|-------------|-----------|--------|
| Zone | Lot Area | Lot Width | |
| | | Interior | Corner |
| R (Residential) | 8,000 s.f. | 75' | 85' |
| LR (Large Residential) | 10,000 s.f. | 85' | 95' |
| S (Suburban) | 15,000 s.f. | 95' | 100' |
| LS (Large Suburban) | 20,000 s.f. | 100' | 110' |
| AE (Agriculture Estates) | ½ Acre | 100' | 110' |
| A (Agriculture) | 1 Acre | 100' | 110' |
| AA (Agriculture-Very Low Density) | 5 Acre | 150' | 160' |

(d) Approval. The Subdivision Yield Plan must be approved in writing by the City Planner for compliance with the standards and provisions of this Section prior to the submission of a Schematic Plan for a Conservation Subdivision.

11-12-080 Sensitive Area Designation Plan.

All applications for a Conservation Subdivision shall include a Sensitive Area Designation Plan prepared in accordance with the provisions set forth herein. The Sensitive Area Designation Plan shall identify all constrained and sensitive lands within the property boundaries and within four hundred (400) feet outside of the property boundaries, including, but not limited to, floodplains, wetlands, steep slopes, and restricted areas as regulated by the Farmington City Foothill Development Standards. The Sensitive Area Designation Plan shall also clearly identify all natural or cultural resources present on the property and within four hundred (400) feet outside of the property, including, but not limited to, geographic features, including, but not limited to, meadows, grasslands, tree stands, streams, stream corridors, flood walls, berms, watercourses, farmland, wildlife corridors and/or habitat; historic buildings and/or sites;

archeological sites; cultural features and green space. Some, but not all, of certain constrained and sensitive lands are designated and shown on the Farmington City Resources and Site Analysis Plan which may be utilized by applicants for the purpose of preparing a Sensitive Area Designation Plan. Applicants are solely responsible for checking and ensuring the accuracy and designation of constrained and sensitive lands and natural and cultural resources on the Sensitive Area Designation Plan for their particular project and applicable adjacent property. If site analysis, surveying and/or identification of constrained and sensitive lands and natural and cultural resources require entry onto adjacent properties, applicants are solely responsible for obtaining all required permits and/or approvals for such entry and analysis, surveying and/or identification.

11-12-085 Master Development Plan.

When deemed necessary or desirable by the City, application and approval for a Conservation Subdivision may require the submission and approval by the City of a Master Development Plan and/or Development Agreement. Such Master Development Plan and/or Development Agreement may be required by the City at any stage of the subdivision approval process.

11-12-090 Dimensional Standards.

~~(a) — Density. The permitted density for development within a Conservation Subdivision shall be determined in accordance with the following chart, hereinafter referred to as the “Development Incentive Chart.” The percentage increases noted as the “multiplier” in the Chart are percentage increases from the base density identified in the approved Subdivision Yield Plan for the proposed development.~~

(b) Minimum Required Conservation Land. All Conservation Subdivisions shall provide at least the minimum percentage of conservation land within the Conservation Subdivision in accordance with the following chart, hereinafter referred to as set forth in the “Development Incentive Chart” in Subsection (a). The minimum percentage of required conservation land for any given Conservation Subdivision shall be calculated based upon the total acreage of property within the proposed subdivision less areas containing constrained and sensitive lands. Required conservation land shall not include any constrained or sensitive lands as defined herein. Except as otherwise provided herein, conservation land shall not be included within any residential lot.

| Option One — Development Incentive Chart | | | | |
|--|-------------------|----------------------|------------------|------------------|
| Zone | Conservation Land | Incentive Multiplier | Typical Lot Area | Lot Size Minimum |
| -R | 10% | 0% | 7,200 s.f. | 6,500 s.f. |

| Option One - Development Incentive Chart | | | | |
|--|-------------------|----------------------|------------------|------------------|
| Zone | Conservation Land | Incentive Multiplier | Typical Lot Area | Lot Size Minimum |
| LR | 10% | 0% | 9,000 s.f. | 7,500 s.f. |
| S | 15% | 0% | 12,750 s.f. | 9,000 s.f. |
| LS | 25% | 5% | 14,286 s.f. | 10,000 s.f. |
| AE | 25% | 5% | 14,286 s.f. | 10,000 s.f. |
| A | 30% | 10% | 25,455 s.f. | 14,000 s.f. |
| AA | 30% | 10% | 138,600 s.f. | 14,000 s.f. |

| Option Two - Development Incentive Chart | | | | |
|--|-------------------|----------------------|----------------------------|------------------|
| Zone | Conservation Land | Incentive Multiplier | Typical Lot Area | Lot Size Minimum |
| R | 15% | 10% | 6,182 s.f. 6,800 s.f. | 5,500 s.f. |
| LR | 15% | 10% | 7,727 s.f. 8,500 s.f. | 6,500 s.f. |
| S | 20% | 15% | 10,435 s.f. 12,000 s.f. | 8,000 s.f. |
| LS | 30% | 20% | 11,667 s.f. 16,000 s.f. | 9,000 s.f. |
| AE | 30% | 20% | 11,667 s.f. | 9,000 s.f. |
| A | 40% | 20% | 20,000 s.f. | 12,000 s.f. |
| AA | 40% | 20% | 108,900 s.f. | 12,000 s.f. |

(eb) Lot Area. The lot area and minimum lot size for lots within a Conservation Subdivision shall be determined in accordance with the Development Incentive Chart set forth in Subsection (a). The typical lot area is likely to be much closer in size to the established threshold for each zone because that lot size can be delivered by developers while still meeting the minimum conservation land requirements set forth herein.

(d) Lot Width at Building Line. The minimum lot width at the building line for main buildings within a Conservation Subdivision shall be seventy-five (75) feet, except in the R and LR zones the minimum lot width shall be sixty (60) feet.

(e) Street Frontage. The minimum street frontages for lots within a Conservation Subdivision shall be determined in accordance with the street frontage regulations provided for the relevant zone.

(f) Yard Regulations. The builder or developer of a Conservation Subdivision may consider variations in the principal building position and orientation, but shall observe the following minimum standards for buildings within a Conservation Subdivision. Exceptions to these minimum setback regulations may be approved by the City, in its sole discretion, during plat approval process when deemed appropriate and desirable under the circumstances.

i. Front Setback. The minimum front yard setback for main buildings in a Conservation Subdivisions shall be twenty (20) feet . Notwithstanding the foregoing, the minimum front yard setback for attached garages which extend past the front of the dwelling towards the front property line in any Conservation Subdivision shall be thirty (30) feet.

ii. Rear Setback. The minimum rear yard setback for main buildings within a Conservation Subdivisions shall be thirty (30) feet.

iii. Side Setback. The minimum side yard setback for main buildings within a Conservation Subdivision shall be ten (10) feet for lots within the S, LS, AE, and AA zones, and a minimum of five (5) feet for lots within the R and LR zones but the total of both sides set backs in the R and LR zones shall be no less than 13 feet.

iv. Side Corner Setback. The minimum side corner setback for main buildings within a Conservation Subdivision shall be fifteen (15) feet from the property line in compliance with clear vision standards set forth in Section 11-28-150 of this Title.

v. Accessory buildings on lots less than ½ acre in size shall be located at least six (6) feet to the rear of the dwelling, shall not encroach on any recorded easement, shall not occupy more than twenty-five percent (25%) of the rear yard, and shall be located at least fifteen (15) feet from any dwelling on an adjacent lot. Such buildings may be located within one (1) foot of the side or rear property line. Accessory buildings shall, without exception, be subordinate in height and area to the main building.

vi. Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not less than ten (10) feet from any side or rear property line and one hundred (100) feet from any public street or from any dwelling on an adjacent property.

vii. A detached garage, or other architecturally compatible structure as approved by the Planning Commission, may be located in the side yard of a lot providing that a six (6) foot separation is maintained from the residence and all front, side, and rear setbacks are provided as specified in Section 11-11-050.

viii. On double-frontage lots, accessory buildings shall be located not less than twenty-five (25) feet from each street upon which the lot has frontage.

(g) Building Height on lots less than one-half (½) acre.

(1) Main buildings:

i. Main buildings shall not exceed twenty-seven (27) feet in height;

ii. No dwelling or structure shall contain less than one story.

(2) Accessory buildings or structures shall not exceed fifteen (15) feet in height unless an increased height is approved by the Planning Commission after review of a conditional use application filed by the property owner. No fee shall be assessed for such application.

(h) Accessory buildings on lots greater than ½ acre in size shall meet the setback and height requirements of the underlying zone in which they are located.

11-12-100 Design Standards.

(a) Individual Lots. Individual lots in Conservation Subdivisions shall be laid out pursuant to the dimensional standards set forth herein. Except as otherwise provided for herein, individual residential lots shall not encroach upon or contain any of the required minimum designated conservation land for the Subdivision or any constrained or sensitive lands, as defined herein.

~~(b) Buffer from Road. All new dwellings shall be arranged and located a minimum of eighty (80) feet from all external roads with a functional classification higher than a local street.~~

(c) Views of Houselots. Views ofouselots from exterior roads and abutting properties shall be minimized by the use of changes in topography, existing vegetation, or additional landscaping which meets the City's landscaping requirements for residential subdivisions.

~~(d) — Access. Houselots shall be accessed from interior streets, rather than from roads bordering the tract.~~

~~(e) — Abut Conservation Lands. At least half of the lots shall directly abut conservation land or face conservation land across a street.~~

(f) Conservation Lands. Standards pertaining to the quantity, quality, configuration, use, permanent protection, ownership, and maintenance of the conservation land within a Conservation Subdivision shall be complied with as provided herein.

(g) Constrained and Sensitive Lands. Restrictions and regulations regarding the preservation, protection, ownership and maintenance of constrained and sensitive lands within a Conservation Subdivision shall be complied with as provided herein.

~~(h) — Size. In no event shall any parcel of conservation land be less than 1 acre in size.~~

11-12-110 — ~~Transfer of Development Rights/Lots. (TDR)~~

~~(a) — Transfer Lots. Property proposed for conservation land and constrained and sensitive land, if located in a designated receiving zone, may be replaced by one, or more than one, “Transfer Lot”. A Transfer Lot is a lot that could have been developed elsewhere in the City, but instead is platted in the place of proposed conservation land, and where money paid to the owner of property located in a designated sending zone by a developer to transfer the lot, and increase the overall residential density of his project. Such lots shall be known and referred to as “Transfer Lots” and must be approved by the City in conjunction with subdivision approval. A Transfer Lot is not the result of a waiver set forth in this Chapter.~~

~~(b) — Sole Discretion. The City has the sole authority to designate sending and receiving zones where such transfer lots are used and may do so by resolution~~

~~(c) — Any sending zone parcel once a transfer lot density right is taken off the sending zone parcel loses the associated density right unless a future city council decision approves an up zoning to the sending zone parcel.~~

~~(d) — Minimum Transfer Lot Size and Dimensional Standards. The minimum acreage required for any Transfer Lot replacing conservation land shall be determined in accordance with the development incentive chart (option two) and dimensional standards provided in Section 11-12-090.~~

~~(e) — Any cash payment which results from an agreement regarding a Transfer Lot shall be set aside for the acquisition or improvement of open space and/or park land only, and not for any other use.~~

~~_____ (f) _____ The open space acquired involving a Transfer Lot shall be in proximity to the receiving area for said Lot base on the service area or nature of the open space acquired. The service area, whether it is related to a regional facility, community parks, a neighborhood park, etc., shall be determined as set forth in the General Plan~~

~~_____ (g) _____ If open space realized in whole or in part by a Transfer lot is moved to another location, transfer lot density rights must be recalculated based upon the characteristics of the new sending zone parcel and in consideration on what as already been transferred to the previous location.~~

~~_____ (h) _____ For larger conservation subdivisions greater than 20 acres in size, ten percent of the land must remain as open space and cannot be used by Transfer Lots.~~

~~_____ (i) _____ Agreement. A Transfer Lot must be approved by development agreement between the City and the respective owners, acceptable to and at the sole discretion of the City. The development agreement shall be recorded prior to or contemporaneous with the recording of the final plat which contains the Transfer Lot, and the agreement may include, but not be limited to, the following:~~

- ~~(1) _____ Anticipated value of the Transfer Lot to be paid from the receiving lot owner to the sending lot owner;~~
- ~~(2) _____ Method of payment for the transfer lot(s) value and when the payment is to be made;~~
- ~~(3) _____ Cost of improvements, including design costs, and the timing of construction;~~
- ~~(4) _____ Other costs such as City fees and finance costs, and the timing of the paying thereof;~~
- ~~(5) _____ Land cost total to be paid to the owner and when this payment to the owner will be made; and~~
- ~~(6) _____ Developer profit percentage.~~

11-12-120 Use Regulations.

(a) Subdivision. Subject to use and development restrictions of constrained and sensitive lands as set forth herein, land within Conservation Subdivisions may be used for the following purposes:

- (1) Permitted Uses. Any uses permitted in the relevant zone.

- (2) Conservation Land. Conservation land, subject to the use and development restrictions of conservation land as set forth herein.
- (3) Accessory Uses. Any permitted accessory uses as provided in the relevant zoning regulations.

(b) Conservation Land. Conservation land may be used for the following purposes:

- (1) Permitted Uses. The following uses are permitted in conservation land areas:
 - (a) Conservation of open land in its natural state; e.g., meadow, grassland, tree stands, farmland, etc.
 - (b) Agricultural and horticultural uses, including raising crops or Class "B" livestock and associated buildings that support an active, viable agricultural or horticultural operation, excluding commercial livestock operations involving swine, poultry, and mink.
 - (c) Pastureland for sheep, cows and horses.
 - (d) Equestrian facilities for Class "B" animals.
 - (e) Underground utility easements for drainage, access, sewer or water lines, or other public purposes.
 - (f) Above-ground utility and street rights-of-way may traverse conservation land if permitted under City Ordinances; provided, areas encumbered by such facilities and/or rights-of-way shall not be counted towards the minimum required conservation land for the Subdivision.
- (2) Conditional Uses. The following uses shall be considered as conditional in conservation land areas:
 - (a) Agricultural uses, not otherwise permitted, including Class "C" Animals, but excluding commercial livestock operations involving swine, poultry and mink.
 - (b) Wholesale nurseries and associated buildings that are specifically needed to support active, viable horticultural operations.

- (c) Silviculture, in keeping with established standards for selective harvesting and sustained-yield forestry.
 - (d) Neighborhood open space uses such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses specifically excluding motorized off-road vehicles, rifle ranges, and other uses similar in character and potential impact.
 - (e) Active non-commercial recreation areas, such as playing fields, playgrounds, courts, and bikeways.
 - (f) Golf courses, not including miniature golf.
 - (g) Water supply and sewage disposal systems, and storm water detention areas designed, landscaped, and available for use as an integral part of the conservation land.
 - (h) Fencing, when deemed necessary and appropriate for the particular use, condition, purpose and/or location of the conservation land.
- (3) Prohibited Uses. Except as otherwise approved and permitted by the City as a permitted or conditional use in conjunction with the Conservation Subdivision approval, the following uses shall be considered prohibited in conservation land areas:
- (a) Any residential, commercial or industrial activity;
 - (b) Any development, construction or location of any man-made modification or improvements such as buildings, structures, roads, parking lots, or other improvements;
 - (c) Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the property;
 - (d) Any dumping or storing of ashes, trash, garbage or junk;
 - (e) Burning of any materials, except as necessary for agricultural, drainage and fire protection purposes;
 - (f) The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational

vehicles, except as may be necessary to maintain and operate the property and/or utility facilities within the property;

- (g) Hunting or trapping for any purpose other than predatory or problem animal control;
 - (h) Advertising of any kind or nature and any billboards or signs; provided, directory and information signs may be displayed describing the easement and prohibited or authorized use of the same;
 - (i) Any cutting of trees or vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses;
 - (j) The change, disturbance, alteration, or impairment of significant natural ecological features and values of the property or destruction of other significant conservation interests on the property;
 - (k) The division, subdivision or de facto subdivision of the property;
 - (l) Changing the topography of the property by placing on it any soil, dredging spoils, land fill, or other materials, except as necessary to conduct specific permitted purposes;
and
 - (m) All other uses and practices inconsistent with and detrimental to the stated objectives and purpose of the easement.
- (4) Constrained and Sensitive Lands. No development or residential uses shall be permitted within constrained and sensitive lands.

11-12-130 Conservation Land Design Standards.

Designated conservation land within a Conservation Subdivision shall meet the following standards:

- (a) Significant Areas and Features. Conservation land should include the most unique and sensitive resources and locally significant features of the property within

the Subdivision such as meadows, grasslands, tree stands, streams, stream corridors, flood walls, berms, watercourses, farmlands, wildlife corridors and/or habitat, historic buildings and/or sites, archeological sites, cultural features, green space, scenic views, etc.

(b) **Contiguous Land.** Conservation lands within a development shall be contiguous to provide for large and integrated open space areas within the Subdivision. Non-contiguous parcels of conservation lands may be approved by the City during plat approval process upon a finding that such exception is necessary and/or desirable based upon consideration of the size of the project, the size of the conservation parcels, the types of features and resources included within the conservation lands, and other relevant considerations. Long thin strips of conservation land (less than one hundred (100) feet wide) are prohibited, unless approved by the City during plat approval process upon a finding that such configuration of the conservation land is necessary and/or desirable to connect other significant areas, to protect linear resources such as streams or trails, or to provide a buffer.

(c) **Open Space Network Connection.** Conservation land within a Conservation Subdivision shall be designed and laid out as part of a larger continuous and integrated open space system in general accordance with the Farmington Resource and Site Analysis Plan to ensure that an interconnected network of open space will be provided throughout the City.

(d) **Visibility.** Conservation land shall be located and designed within the Conservation Subdivision to add to the visual amenities of neighborhoods and to the surrounding area by maximizing the visibility of internal open space. Such enhanced visibility of conservation land may be accomplished through design and location of such open space as terminals at the ends of streets or along “single-loaded” street segments, particularly along the outside edges of street curves, and by maximizing the visibility of external open space as perimeter “greenbelt” conservation land.

(e) **Resource Uses.** A substantial amount of the minimum required conservation land may be devoted to active resource uses such as agriculture, horticulture, or equestrian uses; provided, at least ~~twenty percent (20%)~~ a portion of the minimum required conservation land remains available for the common use and enjoyment of the subdivision residents or the public.

(f) **Recreational Uses.** A substantial amount of the minimum required conservation land may be comprised of active recreation facilities such as playing fields, golf courses, tennis courts, etc., exclusive of parking lots; provided, at least ~~twenty percent (20%)~~ a portion of the minimum required conservation land remains available for common use and enjoyment of the subdivision residents or the public.

(g) **Buffering.** Conservation land shall be designed to provide buffers and to protect scenic views as seen from existing roadways and from public parks. Where the

proposed development abuts a national forest or other public park, open space, wildlife sanctuary or preserve, a natural greenway buffer at least fifty (50) feet wide shall be provided within the development along its common boundary with said land, within which no new structures shall be constructed, nor shall any clearing of trees or understory growth be permitted (except as may be necessary for street or trail construction or fire safety). Where this buffer is unwooded, the City may require vegetative screening to be planted at developer's sole cost and expense and/or that the buffer be managed to encourage natural forest succession through 'no-mow' policies and the periodic removal of invasive alien plant and tree species.

(h) Pedestrian Access. Developer shall provide adequate pedestrian access to conservation land which is open to public or resident use.

(i) Maintenance Access. Developer shall provide sufficient maintenance access to all conservation land and constrained and sensitive lands within the Conservation Subdivision.

(j) Landscaping. All conservation land that is not wooded, farmed, or maintained as conservation meadows, grassland, or other approved open space, shall be landscaped at developer's sole cost and expense in accordance with landscaping requirements for subdivisions.

11-12-140 Permanent Protection of Conservation Lands.

(a) Conservation Easement. All conservation land shall be permanently restricted from future development by a conservation easement or other method of protection and preservation acceptable to the City. Under no circumstances shall any development be permitted in the conservation land at any time, except for those permitted or conditional uses listed herein and approved in conjunction with the Conservation Subdivision. All conservation easements, or other acceptable method of protection and preservation of the conservation land within a Conservation Subdivision, shall be approved by the City and recorded prior to or concurrent with the recording of the final plat for the Conservation Subdivision.

(b) Terms and Conditions. All conservation easements, or other acceptable method of protection and preservation of the conservation land within a Conservation Subdivision, shall be in substantially the same form as the standard conservation easement form provided by the City and shall include, at a minimum, the following terms and/or conditions:

- (1) legal description of the easement;
- (2) description of the current use and condition of the property;
- (3) permanent duration of easement;
- (4) permitted and conditional uses;
- (5) prohibited development and/or uses;
- (6) maintenance responsibilities and duties; and

(7) enforcement rights and procedures.

(c) Grantee. Unless otherwise approved by the City, the grantee of a conservation easement shall consist of one of the following acceptable entities which entity shall be qualified to maintain and enforce such conservation easement: land trust, conservation organization or governmental entity. The City may, but shall not be required to, accept, as grantee, a Conservation Easement encumbering conservation lands within a Conservation Subdivision, provided there is no cost of acquisition to the City for the easement and sufficient access to and maintenance responsibilities regarding the conservation land are provided.

11-12-150 Ownership of Conservation Lands.

(a) Undivided Ownership. Unless otherwise approved by the City and subject to the provisions set forth in this Chapter, the underlying fee ownership of the conservation land shall remain in single ownership and may be owned and maintained by one of the following entities: homeowners' association, land trust, conservation organization, governmental entity, or private individual.

(b) Property subject to a conservation easement, or other acceptable method of protection and preservation, shall not be subdivided.

(c) Owners' Association. Conservation land may be held in common ownership by a condominium homeowners' or other acceptable owners' association, subject to all of the provisions for owners' associations set forth in State regulations and the City's Subdivision regulations. In addition, the following regulations shall be met:

- (1) A description of the organization of the proposed association, including its by-laws, and all documents governing ownership, maintenance, and use restrictions for conservation land, including restrictive covenants for the Subdivision, shall be submitted by the developer with the Preliminary Plat application.
- (2) The proposed association shall be established and operating (with financial subsidization, if necessary) prior to or concurrent with the recording of the Final Plat for the Subdivision.
- (3) Membership in the association shall be mandatory for all purchasers of property within the Subdivision and their successors in title.
- (4) The association shall be responsible for maintenance and insurance of conservation land.
- (5) The by-laws of the association and restrictive covenants for the Subdivision shall confer legal authority on the association to place a lien on the real property of any member who falls delinquent in dues. Such dues shall be paid with the accrued

interest before the lien may be lifted.

- (6) Written notice of any proposed transfer of conservation land by the association or the assumption of maintenance for the conservation land must be given to all members of the association and to the City no less than thirty (30) days prior to such event.
- (7) The association shall have adequate staff to administer, maintain, and operate such conservation land.

11-12-160 Maintenance of Conservation Lands.

(a) Costs. Unless otherwise agreed to by the City, the cost and responsibility of maintaining conservation land shall be borne by the owner of the underlying fee of the conservation land.

(b) Plan. The developer shall submit a Maintenance Plan providing for and addressing the means for permanent maintenance of the conservation land within the proposed Conservation Subdivision with the Preliminary Plat application for the Subdivision. The Maintenance Plan shall provide the following:

- (1) The Plan shall define ownership.
- (2) The Plan shall establish necessary regular and periodic operation and maintenance responsibilities for the various kinds of open space (e.g., lawns, playing fields, meadow, pasture, wetlands, stream corridors, hillsides, cropland, woodlands, etc.).
- (3) The Plan shall estimate staffing needs, insurance requirements, and associated costs, and define the means for funding the maintenance of the conservation land and operation of any common facilities on an on-going basis. Such funding plan shall include the means for funding long-term capital improvements as well as regular yearly operating and maintenance costs.
- (4) At the City's discretion, the applicant may be required to escrow sufficient funds for the maintenance and operation costs of common facilities for up to one year.

(c) Approval. The Maintenance Plan must be approved by the City prior to or concurrent with Final Plat approval for the Subdivision. The Maintenance Plan shall be recorded against the property and shall include provisions for the City's corrective action rights as set forth herein. Any changes or amendments to the Maintenance Plan shall be approved by the City.

(d) Failure to Maintain. In the event that the organization established to maintain the conservation land and the common facilities, or any successor organization thereto, fails to maintain all or any portion thereof in reasonable order and condition, the City may assume responsibility, as a right but not an obligation, for maintenance, in which case any escrow funds may be forfeited and any permits may be revoked or suspended.

(e) Corrective Action. The City may enter the premises and take corrective action, including extended maintenance. The costs of such corrective action may be charged to the property owner and may include administrative costs and penalties. Such costs shall become a lien on said properties. Notice of such lien shall be filed by the City in the County Recorder's office. The Maintenance Plan and all other documents creating or establishing any association or conservation organization for the property shall reference the City's corrective action authority set forth herein and shall be recorded against the property.

CHAPTER 6

ZONING ORDINANCE AND MAP AMENDMENTS

- 11-6-010 **Amendments Permitted.**
- 11-6-020 **Procedure for Proposed Amendments.**
- 11-6-030 **Fees and Costs.**
- 11-6-040 **Approval Not Affecting Other Requirements.**
- 11-6-050 **Required Commencement of Construction.**
- 11-6-060 **Documentation.**
- 11-6-070 **Disapproval of Proposed Amendment.**

11-6-010 **Amendments Permitted.**

The City Council may from time to time amend any of the provisions of the Farmington City Zoning Ordinance or the Official Zoning Map of the City in accordance with the procedures set forth herein, including amendments to the number, shape, boundaries, or area of any zoning district; any regulation of or within the zoning district; or any other provision of the zoning ordinance. The provisions set forth herein shall not apply to amendments to the City General Plan which procedure is more specifically provided for elsewhere in this Title, nor temporary regulations which may be enacted without public hearing in accordance with Utah Code Ann. § 10-9-404, as amended.

11-6-020 **Procedure for Proposed Amendments.**

(a) **Interested Parties.** Proposed amendments to the Zoning Ordinance or Zoning Map may be initiated by the City Council, Planning Commission, Board of Adjustments or any other interested party.

(b) **Application.** Proposed amendments submitted by interested parties as provided herein, other than the City Council, Planning Commission or Board of Adjustments, shall be submitted to the City Planner for consideration by the Planning Commission in the form of an Application containing, at a minimum, the following information:

- (i) the name and address of applicant and the name and address of every person or company that the applicant represents;
- (ii) the requested amendment and the reasons therefor;
- (iii) if the proposed amendment requires a change in the Zoning Map, the Application shall include an accurate property map showing all areas which would be affected by the proposed amendment, all abutting properties, and the present and proposed zoning classifications; and an accurate legal description of the area to be rezoned and approximate common address; and
- (iv) if the proposed amendment would require a change in the text of the Ordinance, the application shall include the Chapter and Section, and a draft of the proposed wording that is desired.

(c) **City Planner Review.** The City Planner shall review the application to verify that all of the information required by this Chapter and other applicable ordinances, rules and regulations, are included.

(d) **Planning Commission Review.** All proposed amendments must be first submitted to the Planning Commission for review and recommendations. The Planning Commission shall study and examine each application and proposed amendment. The Planning Commission should consider the following issues when reviewing each proposed amendment: (1) is the proposed amendment reasonably necessary; (2) is the proposed amendment in the public interest; and (3) is the proposed amendment consistent with the City General Plan and in harmony with the objectives and purpose of the Zoning Ordinance. After study and analysis, the Planning Commission shall prepare written recommendations regarding the application and proposed amendment and forward the same to the City Council for its consideration.

(e) **City Council Review.** Except as provided herein, the City Council shall review the proposed amendment to the Zoning Ordinance or Zoning Map and shall schedule and hold a public hearing on the proposed amendment. The City Council shall provide reasonable notice of the public hearing at least ten (10) days before the date of the hearing. After the public hearing, the City Council may make any modifications to the proposed amendment to the Zoning Ordinance or Zoning Map that it considers appropriate and in accord with the City General Plan and may thereafter adopt the amendment as proposed, modify the amendment and adopt or reject the modified amendment, or reject the proposed amendment.

11-6-030 Fees and Costs.

Proposed amendments submitted by interested parties other than the City Council, Planning Commission or Board of Adjustments, shall be accompanied by the appropriate fee as set forth in the City Fee Schedule adopted by the City by Resolution.

11-6-040 Approval Not Affecting Other Requirements.

Any approval of an amendment to the Zoning Ordinance or Zoning Map by the City Council shall in no way imply or constitute an approval of any conditional use permit, building permit site plan or improvements thereon. Approval of site plans, conditional use permits, building permits, and other approvals must be obtained in accordance with applicable City Ordinances.

11-6-050 Required Commencement of Construction.

Except as otherwise provided in writing by the City Council, any rezone approval initiated by an interested party other than the City shall be conditioned upon commencement of actual construction or improvements on the affected property or the actual occupancy and utilization for the use of the proposed development upon the affected property within two (2) years from the date of such approval. If the Applicant fails to commence such construction or improvements, or any other conditions imposed by the City Council, to the satisfaction of the City, within the required time frame, the property's zoning classification and zone district shall automatically, and without further notice or hearings thereon, revert to its prior zoning classification and district. For purposes of this Section, "commencement of actual construction or improvements" shall mean that the City has either inspected and approved completion of all designated improvements or the City has inspected and approved completion of construction of all footings of the proposed development or structure on the affected property.

11-6-060 Documentation.

All documents required to effect the amendment or rezone shall be prepared, executed and filed as directed by the City. All recorded documents concerning a rezone shall contain a recital of all conditions imposed by the City Council and notice of automatic reversion if such conditions and the required commencement of construction are not completely fulfilled, executed and satisfied within the required time frame.

11-6-070 Disapproval of Proposed Amendment.

Disapproval of an application to amend the Planning and Zoning Ordinance or Zoning Map shall preclude the filing of another application to amend such ordinances or map regarding the same property, or any portion thereof, to the same zone classification within one (1) year of the date of the final disapproval of the application by the City Council, unless the Planning Commission determines that there has been a substantial change in the circumstances to merit consideration of a second application prior to the expiration of such time.

11-6-101 and 11-6-105 Amended, 2/7/96, Ord. 96-06
Chapter 6 Renumbered and Recodified, 11/19/97, Ord. 97-55
Amended 11-6-020 - 9/21/10, Ord. 2010-39

10-9a-101. Title.

This chapter is known as the "Municipal Land Use, Development, and Management Act."

Renumbered and Amended by Chapter 254, 2005 General Session

10-9a-205. Notice of public hearings and public meetings on adoption or modification of land use ordinance.

- (1) Each municipality shall give:
 - (a) notice of the date, time, and place of the first public hearing to consider the adoption or any modification of a land use ordinance; and
 - (b) notice of each public meeting on the subject.
- (2) Each notice of a public hearing under Subsection (1)(a) shall be:
 - (a) mailed to each affected entity at least 10 calendar days before the public hearing;
 - (b) posted:
 - (i) in at least three public locations within the municipality; or
 - (ii) on the municipality's official website; and
 - (c) (i) (A) published in a newspaper of general circulation in the area at least 10 calendar days before the public hearing; and
(B) published on the Utah Public Notice Website created in Section 63F-1-701, at least 10 calendar days before the public hearing; or
(ii) mailed at least 10 days before the public hearing to:
 - (A) each property owner whose land is directly affected by the land use ordinance change; and
 - (B) each adjacent property owner within the parameters specified by municipal ordinance.
- (3) Each notice of a public meeting under Subsection (1)(b) shall be at least 24 hours before the meeting and shall be posted:
 - (a) in at least three public locations within the municipality; or
 - (b) on the municipality's official website.
- (4) (a) If a municipality plans to hold a public hearing in accordance with Section 10-9a-502 to adopt a zoning map or map amendment, the municipality shall send a courtesy notice to each owner of private real property whose property is located entirely or partially within the proposed map at least 10 days prior to the scheduled day of the public hearing.
 - (b) The notice shall:
 - (i) identify with specificity each owner of record of real property that will be affected by the proposed zoning map or map amendments;
 - (ii) state the current zone in which the real property is located;
 - (iii) state the proposed new zone for the real property;
 - (iv) provide information regarding or a reference to the proposed regulations, prohibitions, and permitted uses that the property will be subject to if the zoning map or map amendment is adopted;
 - (v) state that the owner of real property may no later than 10 days after the day of the first public hearing file a written objection to the inclusion of the owner's property in the proposed zoning map or map amendment;
 - (vi) state the address where the property owner should file the protest;
 - (vii) notify the property owner that each written objection filed with the municipality will be provided to the municipal legislative body; and
 - (viii) state the location, date, and time of the public hearing described in Section 10-9a-502.

(c) If a municipality mails notice to a property owner in accordance with Subsection (2)(c)(ii) for a public hearing on a zoning map or map amendment, the notice required in this Subsection (4) may be included in or part of the notice described in Subsection (2)(c)(ii) rather than sent separately.

Amended by Chapter 324, 2013 General Session

10-9a-206. Third party notice.

(1) If a municipality requires notice to adjacent property owners, the municipality shall:

(a) mail notice to the record owner of each parcel within parameters specified by municipal ordinance; or

(b) post notice on the property with a sign of sufficient size, durability, print quality, and location that is reasonably calculated to give notice to passers-by.

(2) If a municipality mails notice to third party property owners under Subsection (1), it shall mail equivalent notice to property owners within an adjacent jurisdiction.

Enacted by Chapter 254, 2005 General Session

10-9a-302. Planning commission powers and duties.

The planning commission shall make a recommendation to the legislative body for:

- (1) a general plan and amendments to the general plan;
- (2) land use ordinances, zoning maps, official maps, and amendments;
- (3) an appropriate delegation of power to at least one designated land use authority to hear and act on a land use application;
- (4) an appropriate delegation of power to at least one appeal authority to hear and act on an appeal from a decision of the land use authority; and
- (5) application processes that:
 - (a) may include a designation of routine land use matters that, upon application and proper notice, will receive informal streamlined review and action if the application is uncontested; and
 - (b) shall protect the right of each:
 - (i) applicant and third party to require formal consideration of any application by a land use authority;
 - (ii) applicant, adversely affected party, or municipal officer or employee to appeal a land use authority's decision to a separate appeal authority; and
 - (iii) participant to be heard in each public hearing on a contested application.

Renumbered and Amended by Chapter 254, 2005 General Session

CHAPTER 10
AGRICULTURAL ZONES

- 11-10-010 Purpose.
- 11-10-020 Schedule of Uses.
- 11-10-030 Development Options.
- 11-10-030 **Conservation Subdivision** Development Options.
- 11-10-040 Lot and Setback Standards.
- 11-10-050 Maximum Building Height.
- 11-10-060 Site Development Standards.

11-10-010 Purpose.

The "AA", "A" and "AE" zones are intended to provide areas for the keeping of farm animals and fowl in conjunction with single-family dwelling units to an extent consistent with said development and in proportion to the amount of land area provided for this purpose.

The AE zone is expressly established to accommodate residential developments which are oriented to a lifestyle that includes farming which is generally non-commercial. To accomplish this purpose, this chapter includes provisions which encourage the design of residential communities to include non-commercial stables, training areas, and equestrian trails as part of the development.

Property in the AA and A zones is intended to be used primarily for commercial agriculture, farming, and large estate parcels for residential living. Additionally, the AA zone is created to apply to environmentally sensitive areas such as flood plains, wetlands, debris flow areas, areas within one hundred (100) feet of a stream channel, all land above an elevation of 5,200 feet above sea level, all land below an elevation of 4,218 feet above sea level.

All lands within agricultural zones are intended, to some extent, for either private or commercial agricultural production, farming, protection of environmentally sensitive areas, and/or open space. Owners, occupants, and users of these properties, or neighboring properties, may be subjected to inconvenience, discomfort, and the possibility of injury to property and health arising from normal and accepted agricultural practices and operations, including but not limited to, noise, odors, dust, the operation of machinery, including crop dusting aircraft, the storage and disposal of manure, and the application of fertilizers, soil amendments, herbicides, and pesticides. Owners, occupants, and users of these properties, or neighboring properties, should be prepared to accept such inconveniences, discomfort, and possibility of injury from normal agricultural operations and are hereby put on official notice that Section 78-38-7, Utah Code Annotated, 1953, as amended, may bar them from obtaining a legal judgment against such normal agricultural operations.

11-10-020 Schedule of Uses.

The following table identifies permitted uses by the letter "P" and conditional uses by the letter "C". The letter "X" indicates that the use is not allowed. Uses not listed shall not be allowed except as provided in Section 11-4-105(6):

| USE | AGRICULTURE ZONES | | |
|--|-------------------|----|---|
| | AA | AE | A |
| Accessory Dwellings | C | C | C |
| Accessory Living Quarters | C | X | X |
| Agriculture | P | P | P |
| Boarding kennel | X | X | C |
| Class "A" animals (small animals) | P | P | P |
| Class "B" animals (large animals) | P | P | P |
| Class "C" animals (commercial farming) | P | C | P |
| Class "D" animals (dangerous animals) | X | X | X |
| Commercial outdoor recreation, minor (i.e., family reunion center, outdoor reception facilities, equestrian facilities, picnic grounds, tennis courts, etc.) | C | C | C |
| Day-care, preschool | X | C | C |
| Greenhouse/Garden Center (retail or wholesale) less than 5 acres | C | C | C |
| Fruit and vegetable stands for sale of produce grown on the premises | P | P | P |
| Home occupations complying with provisions of the Home Occupation Chapter of this Title except as specified in Section 11-35-104 | P | P | P |
| Home occupations specified in Section 11-35-104 | C | C | C |
| Planned Unit development | C | C | C |
| Private school, Public School, or hospital | X | C | C |
| Public uses | X | C | C |
| Trails and Parks | C | C | C |
| Public utility installations (not including lines and rights-of-way) | C | C | C |
| Quasi-public uses | X | C | C |
| Radio, television, and telephone transmission and relay towers and facilities except as specified in Section 11-28-190 | C | C | C |
| Residential facilities for the elderly | X | C | C |
| Residential facilities for the handicapped | X | C | C |
| Signs complying with Title 12 | P | P | P |

| USE | AGRICULTURE ZONES | | |
|--|-------------------|----|---|
| | AA | AE | A |
| Secondary Dwelling | C | C | C |
| Single-family dwelling | P | P | P |
| Sportsman's kennel (three to five dogs for non-commercial use) | C | C | C |
| Uses customarily accessory to a listed permitted use | P | P | P |
| Uses customarily accessory to a listed conditional use | C | C | C |
| Veterinary clinic | C | C | C |

11-10-030 Conservation Subdivision Development Options.

Residential subdivisions within agriculture zones **greater than 5 acres in size, or located in the Conservation Subdivision Overlay Zone, as described on the Farmington City Zoning Map,** may be developed as a non-Conservation Subdivision in accordance with the standards set forth in this Chapter. Alternatively, subdivisions within agriculture zones may be developed as a Conservation Subdivision **may be developed** in accordance with the provisions of Chapter 12 of this Title providing innovative and flexible design opportunities.

11-10-040 Lot and Setback Standards

(1) The following shall be the minimum lot areas, widths, and main building setbacks in agricultural zones:

| Zone | Lot Area | Alternative Lot Size | Lot Width | | Front | Side | Side Corner | Rear |
|------|----------|----------------------|-----------|--------|-------|---------------------|-------------|------|
| | | | Interior | Corner | | | | |
| AA | 10 acre | 5 acre | 150' | 160' | 40' | 15' min., total 30' | 30' | 40' |
| A | 2 acre | 1 acre | 100' | 110' | 30' | 10' min., total 24' | 25' | 30' |
| AE | 1 acre | ½ acre | 100' | 110' | 30' | 10' min., total 24' | 25' | 30' |

(2) Alternative Lot Size.

- (a) The alternative lot size is limited to subdivisions whereby the City approves a transfer of development right as set forth in Chapter 28 of this Title; or obtains improved or unimproved land in fee title, or easement, for public purposes—such as parks, trails, detention basins, etc. The value of which, and the total number of lots related thereto, shall be determined by the City at its sole discretion as part of the subdivision process.
- (b) The alternative lot size is not available for subdivision consisting of 5 acres or more, **and or for subdivisions located in the Conservation Subdivision Overlay zone.**

(23) Lot coverage: Not more than twenty-five percent (25%) of the gross area of a lot shall be covered by the main building, accessory buildings, or other structures in the A zone and lots greater than 0.75 acres in size in the AE zone, and not more than ten percent (10%) of the gross area of a lot for the AA zone. On lots less than 0.75 acre in size the lot coverage requirements for accessory buildings and structures set forth in Chapter 11 of this Title shall apply. (See below)

(34) Area required for Class "B" animals: Not more than two (2) horses or cows or four (4) sheep, goats, pigs or similar size animals shall be kept on a one-half (1/2) acre lot. For lots larger than one-half (1/2) acre, one (1) additional horse or cow or two (2) additional sheep, goats, pigs, or similar size animals may be kept for each five thousand (5,000) square feet over one-half (1/2) acre. Animals younger than six (6) months in age shall not be counted in determining the total number of animals on the lot.

(45) Area required for Class "C" animals: The minimum lot size for Class "C" animals (commercial farming) shall be five acres. Class "C" animal operations shall not include hog, mink, turkey and chicken farms.

(56) Area required for Sportsman Kennel: The minimum lot size for a Sportsman Kennel shall be one acre.

(67) Land within green belt corridors, waterways, and trail dedications shall not be used in calculating final lot area in Conservation Subdivisions.

(78) Accessory buildings and structures:

- (a) Accessory buildings, except those listed in paragraph (b) below, shall be located in the rear yard, shall be separated from the main building by a distance in compliance with applicable building codes, shall be at least five (5) feet from all property lines and shall be fifteen (15) feet from a dwelling on an adjacent lot. Accessory buildings shall not be built over utility easements that may run along the side and rear property lines.
- (b) No farm animal structure, hay barn, stable, silo, coop, corral or other similar building or structure which is accessory to the agricultural use of land may be located closer than ten (10) feet to any side or rear boundary line or one hundred (100) feet to any public street or to any dwelling on adjacent properties. This provision shall not apply to pastures.
- (c) A detached accessory building, or other architecturally compatible structure as approved by the Planning Commission, may be located in the side yard of a lot providing that a separation is maintained from the residence in compliance with applicable building codes, and all front and side setbacks are provided as specified in Section 11-10-040 and the rear setback is provided as specified in Section 11-10-040(7)(a). In no event shall an accessory building encroach into the front yard beyond the nearest corner of the main building.

- (d) Equipment or materials stored or located in accessory buildings, yards, or structures in AE zones shall be permitted only for the personal use of the occupants of the property. No such storage or use related to a non-agricultural commercial business shall be allowed.

(89) Transmission towers, except as specified in Section 11-28-190, shall be set back from all property lines a distance equal to the height of the tower plus thirty (30) feet.

11-10-050 Maximum Building Height.

- (1) Main buildings shall not exceed twenty-seven (27) feet in height.
- (2) The height of accessory buildings and structures shall not exceed twenty-five (25) feet unless an increased height is approved by the Planning Commission after review of a conditional use application filed by the property owner. No fee shall be assessed for such application.
- (3) Transmission towers have no restriction on height provided they meet the setbacks established in Section 11-10-040 above and Chapter 28 of this Title.

11-10-060 Site Development Standards.

- (1) Site development standards. Site development on agricultural lots shall conform to applicable requirements of Chapter 7 of this Title.
- (2) Parking restrictions. In an AE zone, minimum parking required by this Title shall not be located within the minimum required front or side yard setback adjacent to a public or private street. Surfacing of access drives to such parking shall be either gravel, asphalt, or concrete in order to minimize tracking of dirt onto public roads.
- (3) Temporary buildings. Temporary buildings, or the temporary use of a building or yard, shall only be allowed in conjunction with a construction project. Temporary buildings may be used only as an office or for storage of equipment or materials. The temporary building or use shall be removed and/or terminated not less than thirty (30) days after final inspection of the construction project or one (1) year after issuance of the building permit, whichever comes first.
- (4) Trail dedications. Developers of major subdivisions in agricultural zones may be required by the City to dedicate equestrian and/or pedestrian trails, waterways, or other open space corridors in order to allow internal circulation, separated from vehicular traffic, and connections to a regional trail system. At the discretion of the City, such dedications may be made in lieu of the Park Acquisition and Development Fee required by, and according to the standards established in, the Subdivision Ordinance.
- (5) Major Street Plan. All developments shall comply with recommendations of the City's Major Street Plan.

**CHAPTER 11
SINGLE-FAMILY RESIDENTIAL ZONES**

- 11-11-010 Purpose.**
- 11-11-020 Permitted Uses.**
- 11-11-030 Conditional Uses.**
- 11-11-040 ~~Conservation Subdivision~~ Development Options.**
- 11-11-050 Minimum Lot **Area, Width,** and Setback Standards.**
- 11-11-060 Accessory Buildings and Structures.**
- 11-11-070 Building Height.**
- 11-11-080 Nonconforming Subdivisions.**
- 11-11-090 Parking Restrictions.**
- 11-11-100 Site Development.**

11-11-010 Purpose.

The purpose of this zone is to provide areas in the City for low to medium density single-family residential development. Four (4) zoning districts are provided for this purpose: R (Residential); LR (Large Residential); S (Suburban); and LS (Large Suburban). These zones are distinguished primarily by differences in lot size, and setback standards, and development option standards.

11-11-020 Permitted Uses.

The following are permitted uses in all single-family residential zones. No other permitted uses are allowed, except as provided by Section 11-4-105(6).

- (a) Agriculture;
- (b) Class "A" animals;
- (c) Class "B" animals (except in the R zone);
- (d) Home occupations complying with the Home Occupation Chapter of this Title, except as specified in Section 11-11-030 below;
- (e) Signs complying with Title 12;
- (f) Single-family residential dwellings; and
- (g) Uses customarily accessory to a listed permitted use.

11-11-030 Conditional Uses.

The following are conditional uses in all single-family residential zones. No other conditional uses are allowed, except as provided by Section 11-4-105(6).

- (a) Dwelling, Accessory (except in the R zone);
- (b) Dwelling, Secondary (except in the R zone);
- (c) Home occupations as identified in Section 11-35-104 of this Title;
- (d) Private school or hospital;
- (e) Public uses;
- (f) Public utility installations (except lines and rights-of-ways)
- (g) Quasi-public uses;
- (h) Residential facilities for the elderly; and
- (i) Residential facilities for the disabled.

11-11-040 Conservation Subdivision Development Options.

Subdivisions within the single-family residential zones greater than 10 acres in size, or located in the Conservation Subdivision Overlay Zone, as described on the Farmington City Zoning Map, may be developed as a non-Conservation Subdivision in accordance with the standards set forth in this Chapter. Alternatively, subdivisions within the single-family residential zones may be developed as a Conservation Subdivision may be developed in accordance with the provisions of Chapter 12 of this Title providing innovative and flexible design opportunities.

11-11-050 Minimum Lot Area, Width, and Setback Standards.

(a) The following shall be the minimum lot areas, widths, and main building setbacks for Conventional Layout subdivision development in single-family residential zones:

| Zone | Lot Area in s.f. | | Lot Width | | Front | Side | Side Corner | Rear |
|------|------------------|----------------------|-----------|--------|-------|---------------------|-------------|------|
| | | Alternative Lot size | Interior | Corner | | | | |
| R | 16,000 | 8,000 | 75' | 85' | 25' | 8' min., total 18' | 20' | 30' |
| LR | 20,000 | 10,000 | 85' | 95' | 25' | 10' min., total 22' | 20' | 30' |
| S | 30,000 | 15,000 | 95' | 100' | 25' | 10' min., total 22' | 20' | 30' |
| LS | 40,000 | 20,000 | 100' | 110' | 30' | 10' min., total 24' | 25' | 30' |

(b) Alternative Lot Size.

- (1) The alternative lot size is limited to subdivisions whereby the City approves a transfer of development right as set forth in Chapter 28 of this Title; or obtains improved or unimproved land in fee title, or easement, for public purposes—such as parks, trails, detention basins, etc. The value of

which, and the total number of lots related thereto, shall be determined by the City at its sole discretion as part of the subdivision process.

- (2) The alternative lot size is not available for subdivision consisting of 10 acres or more, ~~and or~~ for subdivisions located in the Conservation Subdivision Overlay zone.

(c) In zones allowing Class "B" animals, twenty thousand (20,000) square feet shall be required for two (2) sheep or goats or for one (1) horse or cow.

11-11-060 Accessory Buildings and Structures.

(a) Accessory buildings, except those listed in Subsection (b), shall be located in the rear yard, shall be separated from the main building by a distance in compliance with applicable building codes, shall not encroach on any recorded easement, shall not occupy more than twenty-five percent (25%) of the rear yard, and shall be located at least fifteen (15) feet from any dwelling on an adjacent lot. Such buildings may be located within one (1) foot of the side or rear property line. Accessory buildings shall, without exception, be subordinate in height and area to the main building.

(b) Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not less than ten (10) feet from any side or rear property line and one hundred (100) feet from any public street or from any dwelling on an adjacent property.

(c) A detached garage, or other architecturally compatible structure as approved by the Planning Commission, may be located in the side yard of a lot providing that a separation is maintained from the residence in compliance with applicable building codes, and all front and side setbacks are provided as specified in Section 11-11-050, and the rear setback is specified in Section 11-11-060(a). In no event shall an accessory building encroach into the front yard beyond the nearest corner of the main building.

(d) On double-frontage lots, accessory buildings shall be located not less than twenty-five (25) feet from each street upon which the lot has frontage.

11-11-070 Building Height.

(a) Main buildings:

- (1) Main buildings shall not exceed twenty-seven (27) feet in height;
- (2) No dwelling or structure shall contain less than one story.

(b) Accessory buildings or structures shall not exceed fifteen (15) feet in height unless an increased height is approved by the Planning Commission after review of a conditional use application filed by the property owner. No fee shall be assessed for such application.

11-11-080 Nonconforming Subdivisions.

Lots in subdivisions approved and recorded prior to May 14, 1986, which were located in R-1-4 zones which have subsequently been rezoned to R-1-8, may be approved for construction of new single-family homes with the minimum side yard setbacks established for the R-1-4 zone. These minimum setbacks were five (5) feet on each side of the home. Front and rear yard setbacks shall comply with the current zoning. Subdivisions in which this provision may be applied include Oakridge Country Club Estates III, Woodridge Village 1 & 2, Fairway Fields, and Aegean Village A & B.

The four thousand (4,000) square foot minimum lot size, twin-home use, and the minimum setbacks as were approved and recorded in Woodridge Village 1 and 2 shall be allowed in the adjacent 2.63 acres, preliminarily approved as the Farmington Court Subdivision by the Planning Commission on March 20, 1984, and by the City Council on March 21, 1984, as a conditional use, to allow reasonable use of the land and conformity with, the use of the street that will serve the property.

11-11-090 Parking Restrictions.

Minimum parking required by this Title shall not be located within the minimum required front or side yard setback adjacent to a public or private street in any single-family residential zone.

11-11-100 Site Development.

Site development on single-family residential lots shall conform to Section 11-7-105 of this Title.

DRAFT
August 7, 2014

CHAPTER 28

SUPPLEMENTARY AND QUALIFYING REGULATIONS

- 11-28-010** Effect of Chapter.
- 11-28-020** Building Lot Required.
- 11-28-030** Minimum Lot Areas to be Preserved.
- 11-28-040** Open Sky.
- 11-28-050** Supplementary Yard Regulations.
- 11-28-060** Location of Recreational Pools and Tennis Courts.
- 11-28-070** Maximum Coverage Area of Accessory Buildings.
- 11-28-080** Location of Architectural and Integral Parts.
- 11-28-090** Maximum Height Limitations Exceptions.
- 11-28-100** Minimum Height of Dwellings.
- 11-28-110** Minimum Size of Dwellings.
- 11-28-120** Temporary Use of Land and Structures.
- 11-28-130** Native Material Removal.
- 11-28-140** Fences.
- 11-28-150** Clear Vision.
- 11-28-160** Open Storage in Residential Zones.
- 11-28-170** Public Improvements Required.
- 11-28-180** Additional Requirements for Dwellings.
- 11-28-190** Wireless Telecommunication Facilities.
- 11-28-200** Secondary Dwelling Units.
- 11-28-210** Small Auto Dealership.
- 11-28-220** Class "A" Self Storage
- 11-28-230** Demolitions
- 11-28-240** **Transfer of Development Rights**

11-28-24- Transfer of Development Rights/Lots. (TDR)

(a) **Transfer Lots.** Property proposed for conservation land and constrained and sensitive land, if located in a designated receiving zone, may be replaced by one, or more than one, "Transfer Lot". A Transfer Lot is a lot that could have been developed elsewhere in the City, but instead is platted in the place of proposed conservation land, and where money paid to the owner of property located in a designated sending zone by a developer to transfer the lot, and increase the overall residential density of his project. Such lots shall be known and referred to as "Transfer Lots" and must be approved by the City in conjunction with subdivision approval. A Transfer Lot is not the result of a waiver set forth in this Chapter.

(b) **Sole Discretion.** The City has the sole authority to designate sending and receiving zones where such transfer lots are used and may do so by resolution

(c) Any sending zone parcel once a transfer lot density right is taken off the sending zone parcel loses the associated density right unless a future city council decision approves an up zoning to the sending zone parcel.

(d) **Minimum Transfer Lot Size and Dimensional Standards.** The minimum acreage required for any Transfer Lot replacing conservation land shall be determined in accordance with the development incentive chart (option two) and dimensional standards provided in Section 11-12-090.

(e) Any cash payment which results from an agreement regarding a Transfer Lot shall be set aside for the acquisition or improvement of open space and/or park land only, and not for any other use.

(f) The open space acquired involving a Transfer Lot shall be in proximity to the receiving area for said Lot base on the service area or nature of the open space acquired. The service area, whether it is related to a regional facility, community parks, a neighborhood park, etc., shall be determined as set forth in the General Plan

(g) If open space realized in whole or in part by a Transfer lot is moved to another location, transfer lot density rights must be recalculated based upon the characteristics of the new sending zone parcel and in consideration on what as already been transferred to the previous location.

(h) For larger conservation subdivisions greater than 20 acres in size, ten percent of the land must remain as open space and cannot be used by Transfer Lots.

(i) **Agreement.** A Transfer Lot must be approved by development agreement between the City and the respective owners, acceptable to and at the sole discretion of the City. The development agreement shall be recorded prior to or contemporaneous with the recording of the final plat which contains the Transfer Lot, and the agreement may include, but not be limited to, the following:

- (1) Anticipated value of the Transfer Lot to be paid from the receiving lot owner to the sending lot owner;
- (2) Method of payment for the transfer lot(s) value and when the payment is to be made;
- (3) Cost of improvements, including design costs, and the timing of construction;
- (4) Other costs such as City fees and finance costs, and the timing of the paying thereof;
- (5) Land cost total to be paid to the owner and when this payment to the

owner will be made; and

- (6) Developer profit percentage.

CITY COUNCIL AGENDA

For Council Meeting:
September 2, 2014

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from August 19, 2014
2. Cottages at Farmington Hollow Subdivision Improvements Agreement
3. Ordinance Update to Title 10 Chapter 2
4. Ambulance Write Off's
5. Ratification of Approvals of Storm Water Bond Logs
6. Questar Gas Easement through the Detention Basin at Glover's Lane and the Frontage Road
7. Armstrong Well Siting Study
8. Armstrong Exploratory Well Design

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

August 19, 2014

WORK SESSION:

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor and Cory Ritz, City Manager Dave Millheim, Finance Director Keith Johnson, Associate Planner Eric Anderson, GIS Administrator/IT Specialist Matt McCullough, intern Brittany Griffen and City Recorder Holly Gadd. Council Member Jim Young was excused.

Trap and Neuter Return Program

Clint Thacker, Director of Davis County Animal Control, said their goal is to end euthanasia in shelters. When he first heard of the Best Friends program he did not believe it was possible; however, during the first quarter, the County had an 88% live release rate.

Allison Stapleton, Shelter Outreach Coordinator for the Best Friends Animal Society, said they have a new approach for managing cat populations in Utah where 52% of all cats entering shelters are euthanized, and the return to owner rate is 5% for cats. She explained that a community or feral cat is a free roaming cat that is without visibly discernible or microchip owner identification and ear tips and has not been vaccinated or sterilized. Management will include trapping, spaying/neutering, vaccinating, ear tipping and rereleasing. Rereleasing cats back into the environment actually reduces the overall number of cats, shelter admissions and operating costs, increases adoption rates, creates safer communities by reducing the number of unvaccinated cats in the area, improves the health of free-roaming cats, and reduces the nuisance behaviors associated with unsterilized cats.

Clint Thacker pointed out that Farmington has a moderate problem with feral cat (approximately 166 cat intakes per year), and Best Friends will pay 100% of the fees involved with the program. The County would like approval from the City Council to begin the 5-year pilot program. **Dave Millheim** thanked **Clint** and his team for their efforts, and the City Council instructed staff and the County to move forward with the implementation of the program.

Communications Committee

Matt McCullough said one employee from each department serves on the Committee the communication between departments has improved. Summer intern **Brittney Griffen** studied the role of technology in Farmington City's communications efforts and interviewed communication specialists from several other cities, compiled the information, and divided Farmington's communication needs into six main sections:

1. Website – minimize text on main pages, update old information, add graphics, create links on the home page and improve forms;
2. Newsletter – increase electronic distribution;
3. Press releases – make them more accessible;
4. Email lists – the most effective means of communication;
5. Social media – pros and cons
6. Applications/Tracking

She also mentioned an app called “buffer” which allows a person to post on Facebook, Twitter, Google Plus and Linked In from one site.

REGULAR SESSION:

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor and Cory Ritz, City Manager Dave Millheim, Associate Planner Eric Anderson, City Recorder Holly Gadd, and Youth City Council Members Haley VanOverbeck, Ian Oldryd, Michael Harris and Devin Madsen. Council Member Jim Young was excused.

CALL TO ORDER:

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

Mayor Talbot welcomed those in attendance including members of the Youth City Council. The invocation was offered by **Doug Anderson** and the Pledge of Allegiance was led by local Boy Scout **Britton Gregson** of Troop 603.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:

Executive Summaries for two Planning Commission meetings

Eric Anderson reported that the only item on the July 29, 2014 agenda—the Preliminary Plat for Symphony Homes’ Eastridge Cove Conservation Subdivision—was unanimously approved, and the following items were reviewed during the August 7, 2014 meeting:

- A request to rezone property located at 1725 W 450 N from A to AE was approved;
- A request to rezone property located at 86 W 1600 S from A to LR was approved;
- A request to amend the Regulating Plan (Chapter 18) was approved with a condition that staff meet with the affected property owner prior to City Council consideration;
- A request by Todd Gibbs to amend Chapter 15 of the Zoning Ordinance to allow ATV rentals in the BR Zone ended in a tie vote to deny and a second tie vote to table which resulted in an automatic continuance until the August 21, 2014 meeting;
- A request to amend Chapters 10, 11, 12 and 28 of the Zoning Ordinance regarding Conservation Subdivisions was tabled.

John Bilton pointed out that the State law regarding ATVs recently changed, and street legal ATVs (with signal lights, tail lights and license plates) are now allowed on City streets. He questioned the complete removal of the open space waiver, and **Eric Anderson** said staff is in favor of the waiver option, but several Planning Commission members feel it has been abused.

PUBLIC HEARINGS:

Local Consent – Event Permit for SteelFist Fight Night (“Temporary Beer” liquor license)

Dave Millheim said the applicant is requesting permission to sell beer during a mixed martial arts event on October 4th at the Davis County Fairgrounds, and a local consent form from Farmington City is required. Two similar events were held previously, and the Police Department

reported that there was no increase in police calls during either event. The promoters of the event have complied with all applicable state codes and staff is recommending approval.

Brady Grant, 1150 West 820 North, Layton, producer for SteelFist Fight Night, said it will be a professional mixed martial arts event—judo, karate, boxing, wrestling—under the Pete Suazo Utah Athletic Commission (PSUAC). The fighters are licensed and weigh-ins and drug are performed to ensure fair competition. Approximately 2000 people attended each of the two events held previously in Farmington.

Public Hearing:

The public hearing opened at 7:30 p.m.

Wendy Rasmussen, 1233 West 175 South, said MMA fights are notorious for having aggressive, rowdy fans and fights among their spectators—the consumption of alcohol is asking for problems to erupt. The location is directly across from a residential neighborhood, and people park on local streets even when parking spots are available. She asked the Council to consider the impact on people who live close to the Legacy Center and not grant the permit.

Residents **Byron Gates** and **Eva Isaacson** sent emails to the City Council stating their opposition to the Permit.

The public hearing closed at 7:35 p.m.

John Bilton would like to see better parking regulation. **Doug Anderson** said people who attend events in the Legacy Center park on nearby streets to avoid parking fees. **Cory Ritz** said parking is an issue that needs to be dealt with, and he will vote to deny the permit. **Brigham Mellor** said because there have been no problems in the past and the applicant has complied with all of the regulations, he will approve the permit. **Mayor Talbot** said all of the concerns are valid, and he encouraged the promoters to work with the City/County to deal with issues that may arise.

Motion:

Brigham Mellor made a motion to approve the Local Consent forms for the State of Utah Event Permit “Temporary Beer” for SteelFist Fight Night LLC. **John Bilton** seconded the motion which was approved by Council Members **Anderson**, **Bilton** and **Mellor**. Council Member **Ritz** voted against the motion.

PRESENTATION OF PETITIONS AND REQUESTS:

Final Plat for the Bell Estates First Amended Conservation Subdivision

Eric Anderson said this is a simple lot split in an AE zone and the developer is requesting a waiver of the open space provision. The negotiated price of \$9,750 needs to be approved by the City Council and paid prior to recordation of the final plat.

Motion:

Cory Ritz made a motion to approve the Final Plat for the Bell Estates First Amended Conservation Subdivision, subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The City Manager has determined just compensation for the waiver of the 14,484 square feet of open space to be \$9,750 which must be paid prior to final plat recordation;
2. There is an agreement which will be recorded with the Final Plat that vacates the ROW and Easement, and a note will be placed on the Final Plat referring to said agreement prior to recordation.

Brigham Mellor seconded the motion which was unanimously approved.

Findings for Approval:

1. The proposed subdivision is in substantial compliance with all subdivision and zoning requirements for final plat approval.
2. The Davis County School District has no use for the right-of-way as they plan to build the school in the northwest corner of the property in a land swap with Fieldstone Homes as part of the Farmington Park Subdivision. Access to the school will be from 1100 West off of Glover Lane.

SUMMARY ACTION:

Summary Action List

1. Residential Fire Sprinkler Ordinance Modification
2. Surplus Property – Three Vehicles
3. Approve of August 5, 2014 Minutes

Motion:

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

GOVERNING BODY REPORTS:

City Manager – Dave Millheim

- The July Police and Fire Department Activity Reports were included in the staff report.
- UTA Shuttle – He will meet with Lagoon, Station Park and UTA officials in the near future to discuss the continuation of the shuttle.
- Country Lane Open Space Easement – He is meeting meet with several Country Lane residents on August 20th to discuss an easement the City owns on the east side of Country Lane. The City does not currently need the easement, and residents have expressed interest in purchasing the property.

- The City has 40% (\$562,000) of the funds necessary to purchase a ladder truck. Impact fee laws mandate that the funds must be committed with an invoice and/or contract and they must be used within 6 years or they must be refunded. In one year Farmington will be approaching the sixth year so it is time to get serious about purchasing a ladder truck. There are very few manufacturers—Pierce Arrow owns the western U.S. from a market share standpoint, and they have offered this year’s demo model to the first taker at a discount of \$250,000 (\$1,071,000 vs. \$1.3 million for the comparable Rosenbaum model). The Council directed staff to pursue the offer and have the Fire Chief prepare a numbers report.

City Council

Cory Ritz

- Residents have complained about the new traffic light on 650 West which was supposed to allow for right turns only. Instead there is a left turn only and a straight ahead/right turn so both lanes are stopped under all circumstances unless a car is not going straight. **Dave Millheim** said the lines were painted exactly as the Council recommended with an unobstructed left turn. If a car is turning right on a red light, it will be stopped if it is going straight through the intersection. (Most of the turn movements are left and right; very few cars will go straight). He suggested that the City rent video equipment and track the light, counts, stops and the wait time over a 24-hour period. **Cory Ritz** said that would be fine, but the striping is contrary to the plan that was approved by the Council.
- He asked when the traffic light on 200 West/State Street will be installed, and **Dave Millheim** said UDOT has finished the powder coating on the poles and is waiting for the contractor to schedule the placement of the poles—hopefully in the next 2 weeks.
- Parking around the Legacy Center was an absolute nightmare during the Davis County Fair. The residential streets were full to overflowing while the County parking areas had numerous open spaces. **Dave Millheim** said there is only one solution—a City ordinance that states “no event parking on residential streets”—which could then be enforced by the Police Department.
- West Farmington residents are requesting an increase in law enforcement during the Labor Day soccer tournament, and the City Manager said he would arrange it.

Brigham Mellor:

- He asked about the dumping of debris along the creek in the fairgrounds area and was told that Davis County has been dumping debris as they construct the soccer fields.
- The bike tour will be held on August 20, 2014 at 9:00 a.m.

Mayor – Jim Talbot

- He asked the City Manager to send details of the fall social to the City Council.
- He plans to schedule a joint Council/Planning Commission meeting as soon as possible.

- He challenged the Council to do the ALS fundraiser (with buckets of ice water) and said they could possibly do it following the bike tour.
- He continues to receive positive feedback regarding Festival Days and the great support given by the City Council.
- The annual ULCT conference will be held September 10-12 in Salt Lake City—he asked the Council to contact **Holly Gadd** regarding their plans to attend.

CLOSED SESSION

Motion:

At 8:35 p.m. **Brigham Mellor** made a motion to go into a closed meeting to discuss potential property acquisition and potential litigation. The motion was seconded by **John Bilton** and unanimously approved.

Sworn Statement

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

Jim Talbot, Mayor

Motion:

At 9:00 p.m. **John Bilton** made a motion to reconvene in an open meeting. The motion was seconded by **Brigham Mellor** and unanimously approved.

ADJOURNMENT

Motion:

Doug Anderson made a motion to adjourn the meeting. The motion was seconded by **Brigham Mellor** and unanimously approved, and the meeting was adjourned at 9:00 p.m.

Holly Gadd, City Recorder
Farmington City Corporation



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Ken Klinker, Planning Department
Date: August 15, 2014

**SUBJECT: COTTAGES AT FARMINGTON HOLLOW SUBDIVISION
IMPROVEMENTS AGREEMENT**

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Escrow Deposit Form) between Capital Reef Management, LLC and Cache Valley Bank.

BACKGROUND

The bond estimate for the Cottages at Farmington Hollow subdivision is \$344,693.00 which includes a 10% warranty bond. Capital Reef Management, LLC has submitted a Escrow Deposit bond Improvements Agreement with Cache Valley Bank on the City Escrow Deposit Form to administer an escrow account for this project in the same amount.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all improvements are installed and inspected, 90% of the bond will be released. After a warranty period of 1 year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Dave Millheim
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT

(ESCROW DEPOSIT FORM)

THIS AGREEMENT is made by and between CAPITAL REEF MANAGEMENT, LLC (hereinafter "Developer"), whose address is 893 N. MARSHALL WAY, STE A, LAYTON Farmington City, a municipal corporation of the State of Utah (hereinafter "City"), whose address is 160 South Main St., P.O. Box 160, Farmington, Utah, 84025-0160, and CACHE VALLEY BANK a Utah or Federally chartered Bank or Savings and Loan Association authorized to do business in the State of Utah, whose address is 1333 N. HILLFIELD RD, LAYTON, UTAH, (the "Depository").

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said development to be known as at Farmington Hollow, located at approximately 1800 N. 1300 W. in Farmington City, and COTTAGES

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promises to install and warrant certain improvements as herein provided and security is provided for that promise as set forth herein.

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which is attached hereto as Exhibit "A", (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.

2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.

3. **Escrow.** The Developer and the Depository hereby acknowledge that an account (the "Account") has been established at the Depository in the amount of \$344,693.00 (the "Escrow Amount"), which the Developer and the City stipulate to be a reasonable preliminary estimate of the cost of the Improvements, ~~together with 20% of such cost to cover contingencies and to secure the warranty of this Agreement.~~ The Account is identified by the number 84009824. The Developer and the Depository further agree that if (1) the Improvements are not completed as required by this Agreement within the time period specified in Paragraph 1 above, or if (2) the Improvements are not installed strictly in accordance with Paragraph 1 above and written notice of the deficiency has been given to the Developer, who has failed to remedy the deficiency within 10 days after the notice is sent, then in either event the City may withdraw from the account all or any part of the Escrow Amount, in a single or in multiple withdrawals. The Depository agrees to retain funds necessary for such a withdrawal in the Account. Withdrawals from the Account by the City ~~warranty to be 10% of 344,693 is included in the final number not in addition to:~~

may be effected by one or more sight drafts signed by the Mayor in the form attached as Exhibit "B", or by other instrument appropriate to the purpose. Interest shall accrue to the City and be payable by the Depository at the rate of 20% per annum beginning at the date on which payment of such a sight draft, properly signed, is refused by the Depository. The City shall not be liable for the payment of any fee or service charge incurred in connection with the Account. The Depository acknowledges sufficient consideration for its promises in the form of fees and fund deposits received from Developer.

4. **Progress Payments.** The City agrees to allow payments from the Account as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, and determine if the work completed complies with City construction standards and requirements, and review the bond estimate in Exhibit "A". After receiving and approving the request, the City shall, in writing, authorize disbursement to the Developer from the Account in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information necessary. Except as provided in this Paragraph or in Paragraphs 4 through 6 inclusive, the Depository shall not release or disburse any funds from the Account.

5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Account to complete construction of Improvements, the City may withdraw all or any part of the Escrow Amount and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the account. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.

6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release all funds in the Account, except 10% of the estimated cost of the Improvements, which shall be retained in the Account until final release pursuant to the next Paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in Paragraph 5 above for any breach of such an obligation. The release provided for in this Paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.

7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of Paragraph 26, the City shall notify the Depository and the Developer in writing of the final release of the Account. After giving such notice, the City shall relinquish claims and rights in the Account.

8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Account as herein provided, and any withdrawals from the Account by the City shall not constitute a waiver or estoppel against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in Paragraph 1 above, and the right of the City to withdraw from the Account shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Account and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Account shall be paid by the Developer, including administrative, engineering, legal, and procurement fees and costs.

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review, and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.

10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.

11. **Ownership.** Off-site Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.

12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Account until as-built drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each such counterpart shall be deemed an original.

19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. **Other Bonds.** This Agreement and the Account do not alter the obligation of the Developer to provide other bonds under applicable ordinances or rules of any governmental entity having jurisdiction over the Developer. The furnishing of security in compliance with the requirements of other ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Account as provided herein.

24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.

25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this Paragraph. For purposes of this Paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 14 day of August, 2014.

DEVELOPER:

By: [Signature]

Its: Manager

DEPOSITORY:

By: [Signature]

Its: Vice President

CITY:

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is an Individual)

STATE OF UTAH)
: ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____

(Complete if Developer is a Corporation)

STATE OF UTAH)
: ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of _____ a _____ corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
Residing in _____ County, _____

(Complete if Developer is a Partnership)

STATE OF UTAH)
: ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____

DEPOSITORY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 14 day of August, 2014, personally appeared before me Bruce G. Jensen, who being duly sworn did say that he/she is the VP of Cache Valley Bank a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

[Signature]
NOTARY PUBLIC
Residing in Weber County Utah



CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

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

NOTARY PUBLIC
Residing in Davis County, Utah

(OR AS SUPPLIED BY BANK)

EXHIBIT "B"

SIGHT DRAFT

To Drawee

_____, Utah _____

Pay To The Order Of FARMINGTON CITY CORPORATION on sight the sum of
_____ Dollars (\$_____) drawn against Account No.
_____.

FARMINGTON CITY CORPORATION

By: _____
H. James Talbot, Mayor



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Miller, Building Official

Date: August 25, 2014

SUBJECT: ORDINANCE UPDATE TO TITLE 10 CHAPTER 2

RECOMMENDATION

Approve the enclosed ordinance amending Title 10 Chapter 2 regarding legislative update by the State of Utah as they relate to the city's building code.

BACKGROUND

This is a house keeping item which will enable the city to more easily make changes when the State of Utah makes changes to the building codes.

Respectfully Submitted

Eric Miller
Certified Building Official

Review and Concur

Dave Millheim
City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE FARMINGTON CITY COUNCIL RELATING TO THE ADOPTION OF UNIFORM CONSTRUCTION CODES PROVIDING DEFINITIONS AND PROVIDING FOR PERIODIC UPDATES OF THOSE CODES

RECITALS

A. The City has previously adopted Title 10 of the Farmington City Municipal Code regarding Building Regulations;

B. Included in the City's Building Regulations is Chapter 2, wherein the City has adopted building codes that have been approved and are required under the laws of the State of Utah;

C. The State of Utah, through its legislature and the Division of Occupational and Professional Licensing makes periodic updates to the various building codes;

D. The City finds it appropriate to make amendments to Farmington City Code Title 10, Chapter 2 to ensure that the City's codes are at all times consistent with those required by the State of Utah; and further finds that the public health and safety will be served by making those amendments.

ORDINANCE

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

Section 1. Section Number Amendment. Section 10-2-120 of the Farmington City Municipal Code, entitled "Conformance with Other Ordinances" shall be renumbered as "Section 10-2-115, to run in sequence with other sections of Title 10, Chapter 2.

Section 2. Amendment. Title 10, Chapter 2 of the Farmington City Code is amended to include a new section of the code entitled "10-2-116 Definition" to read in its entirety as follows:

10-2-116 Definition

As used in this Chapter, the phrase "as adopted and amended by the State of Utah" shall mean the Code referenced in each section of this Chapter (e.g., International Building Code, National Electrical Code, etc.), duly adopted by the City; and shall also mean and include any later amendments or revisions to the Code approved by the State of Utah or by the City.

Section 2. Amendment. Title 10, Chapter 2 of the Farmington City Code is amended to include a new section of the code entitled "10-2-117 Later Enactments" to read in its entirety as follows:

10-2-117 Later Enactments

In the event the State of Utah adopts or enacts a more recent version of any Code referenced in this Chapter or in U.C.A. Title 15A, that by virtue of its adoption by the State would require an amendment to this Chapter, this Chapter shall be deemed amended to adopt the newer version of the Code on the effective date thereof.

Section 3. 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 4. Effective Date. This Ordinance shall become effective 20 days after publication or posting or 30 days after final passage by the City Council, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS ____ DAY OF _____, 2014.

FARMINGTON CITY

By: _____
Mayor H. James Talbot

ATTEST:

Holly Gadd, City Recorder

Voting by the City Council:

| | "AYE" | "NAY" |
|------------------------|-------|-------|
| Councilmember Bilton | _____ | _____ |
| Councilmember Anderson | _____ | _____ |
| Councilmember Ritz | _____ | _____ |
| Councilmember Mellor | _____ | _____ |
| Councilmember Young | _____ | _____ |



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: August 25, 2014
Subject: **AMBULANCE WRITE OFFS FOR FY 2014**

RECOMMENDATIONS

Approve the enclosed list of outstanding ambulance bills for 2011 and credits for a total of \$65,362.95

BACKGROUND

Every year the Council must approve the write offs for outstanding ambulance bills from previous years. For this year the accounts written off will be \$65,362.95 from 2011, which represents around 16% of the total that was billed for 2011. These accounts are still being pursued for collection, as the City just removes them from our books, but Iris Medical still tries to collect on these accounts. The list of credits is for old accounts. We have met with Iris Medical to balance these accounts and they are not showing these credits as these are payments that have come in after we have written them off but they haven't. In order to balance to what Iris Medical has outstanding we need to clear these credits from our books.

Respectfully Submitted,

Keith Johnson,
Assistant City Manager

Review and Concur,

Dave Millheim,
City Manager

AMBULANCE WRITE OFFS 2014

| BILLING NUMBER | SERVICE DATE | PATIENT NAME | |
|----------------|--------------|--------------------|--------------|
| 21128152901 | 11/28/02 | ALLEN, NORMA | \$ 619.60 |
| 080322193700 | | GELLATLY, BRYAN | -\$ 1,278.90 |
| 080508102201 | | BYRNE, CHRISTOPHER | -\$ 25.00 |
| 080822222600 | | PACKER, SAMMANTHA | -\$ 297.29 |
| 081010164700 | | DYSON, NATASHA | -\$ 50.00 |
| 081210194100 | | HALES, DANA | -\$ 148.84 |
| 100307152600 | | ROBINSON, BART | -\$ 1,153.90 |
| 100516161100 | 05/16/10 | WAGONER, CAMILLE | -\$ 65.00 |
| 100601094200 | 06/01/10 | JACOBUS, ROBERT | -\$ 100.00 |
| 100903185900 | 09/03/10 | JACOBUS, ROBERT | -\$ 100.00 |
| 100910141800 | | ROBINSON, BART | -\$ 1,514.69 |
| 101031180500 | | DENNIS, SHIRLEE | \$ 83.48 |
| 101103101300 | 11/03/10 | REZLER, SYDNEE | -\$ 982.75 |
| 110104192500 | 01/04/11 | SMOOT, ADAM | \$ 1,457.15 |
| 110106120100 | 01/06/11 | HIRST, JEFFEREY | \$ 1,493.80 |
| 110108225200 | | WELLS, KYLE | \$ 120.61 |
| 110111135900 | 01/11/11 | JACOBUS, ROBERT | \$ 100.00 |
| 110112131700 | 01/12/11 | BEUS, KELLIE | \$ 1,282.65 |
| 110122195500 | 01/22/11 | ROBERTSON, ANTHONY | \$ 1,339.61 |
| 110123165600 | 01/23/11 | SHAW, TAMERA | \$ 1,673.34 |
| 110125153900 | 01/25/11 | WORNER, THOMAS | \$ 145.10 |
| 110126220000 | 01/26/11 | PYLES, CHRISTINE | -\$ 0.03 |
| 110127160500 | 01/27/11 | MORGAN, LEAH | \$ 1,069.45 |
| 110129135800 | 01/29/11 | EPPERSON, DAVID | \$ 1,304.15 |
| 110131071900 | | GATTEN, DANIEL | -\$ 0.16 |
| 110131104000 | 01/31/11 | BELTRAN, ARTURO | \$ 1,401.18 |
| 110208145400 | 02/08/11 | COZZENS, DIANE | \$ 1,131.75 |
| 110212004400 | 02/12/11 | MCDONALD, BRANDEE | -\$ 25.00 |
| 110216150900 | 02/16/11 | COTTRELL, ERIKA | \$ 222.56 |
| 110303050400 | 03/03/11 | STOKES, GRACE | \$ 100.00 |
| 110303163600 | 03/03/11 | CANCHOLA, MILLARD | \$ 175.54 |
| 110304122000 | 03/04/11 | BEUS, KELLIE | \$ 1,267.80 |
| 110305210400 | 03/05/11 | BOE, ROBERT | \$ 235.16 |
| 110311122800 | 03/11/11 | YAZZIE, CYNTHIA | \$ 986.36 |
| 110314143900 | 03/14/11 | PARKER, NATHAN | -\$ 858.67 |
| 110319221100 | 03/19/11 | MURRAY, DAVID | \$ 1,083.88 |
| 110322090400 | 03/22/11 | SCOTT, DAVID | \$ 1,078.70 |
| 110324103100 | 03/24/11 | BULLOCK, ROBERT | \$ 1,425.50 |
| 110324170300 | 03/24/11 | DAVIS, PENNY | \$ 244.39 |
| 110325151600 | 03/25/11 | PACE, TERRY | \$ 1,005.35 |
| 110404072100 | 04/04/11 | HALL, PARSY | \$ 883.15 |
| 110416181000 | 04/16/11 | DUKE, JUANNA | \$ 330.39 |
| 110420133100 | 04/20/11 | SORIANO, MANUEL | \$ 89.49 |
| 110424010400 | 04/24/11 | COLLINS, NANCY | -\$ 10.00 |
| 110427013700 | 04/27/11 | SAMORE, ANTHONY | \$ 1,027.50 |
| 110427163700 | 04/27/11 | PORTER, SHAUNA | \$ 1,072.85 |
| 110430163800 | 04/30/11 | ZARATE, CARLA | \$ 1,021.04 |
| 110504204300 | 05/04/11 | ADRIAN, MAUREEN | \$ 1,259.72 |
| 110506082900 | 05/06/11 | HOWEY, SKYLER | \$ 263.70 |
| 110518150900 | 05/18/11 | HILTON, PEARL | \$ 1,004.51 |
| 110525173100 | 05/25/11 | CARDALL, CHRISTINA | \$ 283.10 |
| 110527103600 | 05/27/11 | HOUCK, DANIEL | \$ 792.20 |

| | | | |
|--------------|----------|-----------------------|--------------|
| 110528170200 | 05/28/11 | NELSON, EMILY | \$ 849.17 |
| 110601224600 | 06/01/11 | EVERLY, RITA | \$ 100.00 |
| 110604222000 | 06/04/11 | CAHOO, JAMES | \$ 1,266.78 |
| 110608073400 | 06/08/11 | ROBINSON, ROBERT | \$ 925.50 |
| 110611165800 | 06/11/11 | BYERS, JODI | \$ 945.21 |
| 110613143800 | 06/13/11 | AVILA, JAMES | \$ 104.00 |
| 110615180100 | 06/15/11 | HUME, DONNA | \$ 837.60 |
| 110616220000 | 06/16/11 | TUELLER, TODD | \$ 1,415.50 |
| 110617173800 | 06/17/11 | NEUMANN, KEITH | \$ 1,599.10 |
| 110623141900 | 06/23/11 | THORSTEAD, CHARLES | \$ 100.00 |
| 110624124500 | 06/24/11 | JARRARD, RICHARD | \$ 80.07 |
| 110626002800 | 06/26/11 | KARR, RODNEY | \$ 1,005.35 |
| 110705001800 | 07/05/11 | GWIAZDOWSKI, STAN | \$ 1,276.70 |
| 110714223200 | 07/14/11 | RODGERS, LISA | \$ 308.28 |
| 110715174300 | 07/15/11 | JOHNSON, TAYLEE | \$ 906.15 |
| 110715174301 | 07/15/11 | PRINCE, ERMA | \$ 906.15 |
| 110715201700 | | CARDEN, WILLIAM | -\$ 100.00 |
| 110716014400 | 07/16/11 | TUELLER, TODD | \$ 1,362.84 |
| 110719152300 | 07/19/11 | HERNANDEZ, TERRILL | \$ 1,507.35 |
| 110720200900 | 07/20/11 | HABEL, RYLAN | \$ 1,092.75 |
| 110729150200 | 07/29/11 | BODDY, RICHARD | \$ 4.00 |
| 110802222200 | 08/02/11 | CAHOON, MANDY | \$ 1,677.85 |
| 110805144200 | 08/05/11 | ELVOID, HALL ETHAN | \$ 556.34 |
| 110806120000 | 08/06/11 | BOHMAN, CATHERINE | -\$ 1,289.80 |
| 110806163500 | 08/06/11 | TANGANELLI, CHARITY | -\$ 0.30 |
| 110810095600 | 08/10/11 | HYDER, TAYLOR | \$ 103.22 |
| 110812222900 | 08/12/11 | KUNZ, PATSY | \$ 79.83 |
| 110813171902 | 08/13/11 | PARKIN, MICK | \$ 1,079.91 |
| 110816155200 | 08/16/11 | SUAREZ, LAURA | \$ 1,040.85 |
| 110817105300 | 08/17/11 | SHEPPARD, THOMAS | \$ 1,490.50 |
| 110817214800 | 08/17/11 | JORGANDON, REBECCA | \$ 1,666.44 |
| 110817215500 | 08/17/11 | PISTOGIA, AGGELIKI | \$ 1,074.45 |
| 110821154800 | 08/21/11 | CHRISTIANSEN, SHALANE | \$ 1,075.03 |
| 110831025600 | 08/31/11 | GARCIA, THERESA | -\$ 0.06 |
| 110831141400 | 08/31/11 | STONEY, BRENDA | -\$ 12.00 |
| 110901155100 | 09/01/11 | HAMILTON, ERIC | -\$ 0.01 |
| 110908180200 | 09/08/11 | MESSINA, ELNORA | -\$ 0.65 |
| 110910193000 | 09/10/11 | KNIGHT, MACKENZIE | \$ 82.45 |
| 110917154800 | 09/17/11 | KRACZEK, JOHN | \$ 1,753.94 |
| 110920120800 | 09/20/11 | RIVRA, MIGUEL | \$ 1,507.36 |
| 110920190600 | | CURTIS, ALEXANDRIA | -\$ 1,672.75 |
| 110928115300 | 09/28/11 | WOODRUFF, ANGEL | \$ 1,009.20 |
| 110928140900 | 09/28/11 | SANT, LAMONTE | \$ 91.68 |
| 111001235300 | 10/01/11 | BEHREND, TAYLOR | \$ 65.41 |
| 111003194200 | 10/03/11 | SHAW, BAILEY | \$ 1,104.50 |
| 111004140600 | 10/04/11 | MCCALMANT, JASON | \$ 152.22 |
| 111004141300 | 10/04/11 | MARIN, HUMBERTO | \$ 884.05 |
| 111004201000 | 10/04/11 | SHUFFIELD, MARIA | \$ 270.78 |
| 111010061400 | 10/10/11 | SANCHE, SHIRLEY | \$ 1,906.90 |
| 111013234400 | 10/13/11 | TEJERA, JAMES | \$ 47.96 |
| 111018024400 | 10/18/11 | LUNDSTROM, MARLENE | -\$ 0.09 |
| 111022223700 | 10/22/11 | JOHNSON, RICHARD | \$ 1,484.17 |
| 111111175900 | 11/11/11 | JENKINS, KRISTI | \$ 1,465.75 |
| 111113184200 | 11/13/11 | KING, ELLIOTT | \$ 1,713.95 |
| 111116110100 | 11/16/11 | KILLPACK, SUSAN | \$ 1,435.75 |

| | | | |
|--------------|----------|----------------|--------------|
| 111119160000 | 11/19/11 | TIPPETS, NOAH | \$ 1,711.40 |
| 111121013700 | 11/21/11 | KEESLER, LYNN | \$ 1,104.15 |
| 111121182800 | 11/21/11 | SMITH, MELISSA | \$ 1,330.74 |
| 111126225800 | 11/26/11 | WARD, KAYLA | \$ 224.66 |
| 111206222700 | 12/06/11 | WILLIAMS, KADE | \$ 145.05 |
| 111213192600 | | LARSEN, BRIAN | \$ 324.33 |
| 111222124400 | 12/22/11 | OHNSAT, DEBRA | \$ 135.79 |
| 111224094200 | 12/24/11 | DEVORE, DUANE | -\$ 470.03 |
| | | | \$ 65,362.95 |

STORM WATER BOND LOG

| DATE | NAME | PERMIT | STORM WATER BOND |
|------|----------------------------|--------|------------------|
| 8/24 | Odyssey Builders | 11426 | \$1,000.00 |
| 8/6 | Jerry Preston Construction | 11446 | \$1,000.00 |
| 8/8 | Island Construction | 11457 | \$1,000.00 |
| 8/12 | Larry's Pool | 11461 | \$1,000.00 |
| 8/18 | Cook Builders | 11456 | \$1,000.00 |
| 8/19 | Winn Construction | 11467 | \$1,000.00 |
| 8/19 | Maddox Construction | 11462 | \$1,000.00 |
| 8/19 | Maddox Construction | 11466 | \$1,000.00 |
| 8/21 | Circle T Construction | 11475 | \$1,000.00 |
| 8/22 | Joel Hale Construction | 11460 | \$1,000.00 |
| 8/22 | Adam & Tiffany Trump | 11481 | \$1,000.00 |



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 19, 2014
SUBJECT: **QUESTAR GAS EASEMENT THROUGH THE DETENTION BASIN AT GLOVER'S LANE AND THE FRONTAGE ROAD**

RECOMMENDATION

By minute motion, approve the attached easement form which grants Questar Gas a 20' wide easement through City property being used as a detention basin located on the north west corner of Glovers Lane and the Frontage Road.

BACKGROUND

The City owns and maintains a storm water detention basin located on the north west corner of Glovers Lane and the Frontage Road. Questar Gas has requested a 20' wide easement along the south of the property at the base of the Glovers Lane overpass. Questar Gas wants to install a new gas line under I-15 and through the school district property to improve their system. City Staff has reviewed the easement and its location and feel that with the added conditions of pipe line depth, maintenance warning, and installing the pipe as far south as possible that the easement be granted to Questar Gas. Questar Gas has agreed to pay the City \$7,475.00 for the easement which will be paid prior to recordation.

SUPPLEMENTAL INFORMATION

1. Easement
2. Easement Location Map

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
Farmington City.cc; RW01

Space above for County Recorder's use

PARCEL I.D.# 07-056-0065

EASEMENT GRANT

FARMINGTON CITY, a Municipal corporation of the State of Utah, Grantor, does hereby convey and grant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, an easement 20.00 feet in width to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said easement being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 30, Township 3 North, Range 1 East, Salt Lake Base and Meridian;

The centerline of said easement shall extend through and across the above-described land and premises as follows, to-wit:

A 20.00 foot Questar Gas easement lying 10 feet either side of the described centerline. The Basis of bearing is South 89°48'53" West 2,653.89 feet from the Center ¼ corner of Section 30 and the West ¼ corner of Section 30, Township 3 North, Range 1 East.

Beginning at a point on the Grantors East line, said point being 1,925.01 feet along Section line South 89°48'53" West and South 111.54 feet from the Center ¼ corner of said Section 30; running thence North 86°57'36" West 183.48 feet; thence North 75°41'15" West 56.98 feet; thence North 87°58'00" West 84.21 feet; to the Grantors West line of Grantors property and point of terminus.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress to

and from said easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said easement as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor shall have the right to use said premises except for the purposes for which this easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the easement, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the easement without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the easement, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement, but shall restore the property to as near as practical, its pre-maintenance condition following all such activities.

6. Grantee understands that this easement runs through an existing Farmington City storm drain detention basin which will have to be routinely maintained by Farmington. Such maintenance will include the use of heavy machinery and digging equipment and is acknowledged by Grantee as acceptable. Farmington will not lower the depth of the basin without advance notification to Grantee. Grantee will not unreasonably withhold approval for any modifications to the storm drain basin so long as such modifications are mutually agreeable in accordance with the covenants, warranties and agreements contained herein, and do not present a hazard to pipeline operations.

7. Grantee shall install the gas line and all permanent lines and structures at least 6 feet deep and up against the bank as far south in the easement as possible.

This easement shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20__.

Attest:

FARMINGTON CITY, a municipal corporation of the State of Utah

Holly Gadd
City Recorder

By: _____

Its: _____

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20__ personally appeared before me _____, who, being duly sworn, did say that he/she is the _____ of Farmington City and that the foregoing instrument was signed on behalf of said corporation by authority of its City Council, and said _____ acknowledged to me that said corporation duly executed the same.

Notary Public





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: September 2, 2014
SUBJECT: **ARMSTRONG WELL SITING STUDY**

RECOMMENDATION

Approve the Hansen Allen & Luce proposal to perform a well siting study for a potential new well in Pretty Valley.

BACKGROUND

Brent Armstrong owns and operates a small water system for the five homes located at Pretty Valley. Mr. Armstrong has expressed a desire to cooperate with the City to allow us to install a well and water tank on his property. The City is in need of both a water tank and well for future water demands and storage. This site, if suitable for a well, will greatly benefit the City due to the potential elevation of the new well which will give the City greater options and capabilities to maintain minimum pressures. The City is currently considering two other sites for a possible tank and will consider them in this process. If this study proves not to be a viable well location it will also eliminate the site for a tank due to the high cost of pumping water to it.

This is the only proposal received by the City to perform the work but with their current involvement with Mr. Armstrong, knowledge of the area and situation, and great references I feel that we can accept their proposal and move forward with the well siting project. I recommend awarding the project to Hansen Allen & Luce for the cost of \$5,635 to be paid from the water fund.

SUPPLEMENTAL INFORMATION

1. Proposal
2. Contract

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Dave Millheim
City Manager



SALT LAKE AREA OFFICE
6771 SOUTH 900 EAST
MIDVALE, UTAH 84047
PHONE: (801) 566-5599
FAX: (801) 566-5581
www.hansenallenluce.com

Mr. David Millheim
Farmington City Manager
160 South Main Street
Farmington, Utah 84025

August 22, 2014

RE: Well Siting Study

Dear Mr. Millheim:

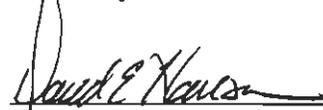
As requested during our site visit last Friday with Mr. Brent Armstrong we are submitting herein a proposed scope of work and budget for completion of a well siting study. A spreadsheet summary with an estimated project cost of \$5,635 is attached.

As shown it is proposed that I serve at the Principal in Charge responsible for project quality control, and that Lance Nielsen provide the engineering services related to this effort. Mr. Nielsen recently conducted a similar but much more extensive effort for Weber Basin Water Conservancy District for the area between Weber Canyon and Bountiful, Utah.

As part of this submittal we have also attached hereto a brief summary of some of our company and employee project experience. We invite you to visit our website which provided a much broader prospective of the services we provide.

Please call if you have any questions.

Sincerely;



David E. Hansen, Ph.D., P.E.
Managing Principal

cc: file



HAL PROPOSAL SPREADSHEET

CLIENT: Farmington City
 PROJECT: 2014 Well Siting Study



| Pha | Task # | Task Activity | Billing Period | Principal | Manging Prof. | Hours | | | Total HAL Cost | Expense Cost | Labor Costs | Total HAL Cost | COMMENT |
|-----|-------------------|---|----------------|-----------|---------------|------------|-----------|---------|----------------|--------------|-------------|----------------|-------------------------------|
| | | | | | | Sr Prof II | Sr Prof I | Prof II | | | | | |
| | | | | DEHWSB | | | | | | | | | |
| I | Well Siting Study | | | | | | | | | | | | |
| | 101 | Research & Review Existing Well Drilling Logs | 2 | | | 8.8 | | | | 52.80 | \$1,064.80 | \$1,173.48 | |
| | 102 | Review Geologic Mapping & Hydrogeological Reports and Evaluate Potential Well Sites | 2 | 1.1 | | 11.0 | | | | 72.60 | \$1,514.70 | \$1,666.67 | |
| | 103 | Prepare Map of Study Area & Recommended Drilling Location(s) | 2 | | | 8.6 | | | | 39.60 | \$798.60 | \$880.11 | |
| | 104 | Prepare Memo Documenting Results of Study | 2 | 0.6 | | 12.1 | | | | 75.90 | \$1,555.95 | \$1,713.44 | |
| | 199 | Quality Control (QC) / Quality Assurance (QA) | 2 | 1.1 | | 1.1 | | | | 6.60 | \$183.70 | \$199.82 | |
| | | SUBTOTAL HOURS/UNITS: | | 2.75 | 0 | 38.5 | 0 | | | | \$5,117.75 | \$5,633.51 | Outside / Subconsultant Costs |
| | | SUBTOTAL: | | \$459.25 | \$0.00 | \$4,658.50 | \$0.00 | | | \$247.50 | \$5,633.51 | \$5,633.51 | |

| PHASE | TASK | Labor Costs | Direct Exp Cost | Subtotal | Subconsultant | | SubTotal |
|-------|-------------------|-------------|-----------------|------------|---------------|--------|------------|
| | | | | | Costs | Costs | |
| I | Well Siting Study | \$5,117.75 | \$247.50 | \$5,633.51 | \$0.00 | \$0.00 | \$5,633.51 |
| | TOTAL: | \$5,117.75 | \$247.50 | \$5,633.51 | \$0.00 | \$0.00 | \$5,633.51 |

F:\Projects\14\Wabury\Proposals_S00130014\Farmington City\Well Siting Study\Proposal Item Data - Contingency in Hours

EXPERIENCE AND UNDERSTANDING

The HAL team has provided specialty surface and ground water resource investigation and design services since 1976. Our project team has worked together on these specific types of projects for over 15 years, and in some cases for over 30 years. Our team has and provides the knowledge, experience, and team environment that result in successful projects. We have been involved in many successful ground water investigation and development projects all along the Wasatch Front, and know what to do. ***THIS IS WHAT WE DO. THIS IS OUR SPECIALTY, AND THE FIELD OF ENGINEERING TO WHICH MANY OF THE HAL STAFF HAVE DEDICATED THEIR PROFESSIONAL CAREERS. Our staff and our expertise are local and available at a moment's notice.***

We invite you to review our website at www.hansenallenluce.com wherein several well development and construction projects are highlighted.

PROJECT DESCRIPTIONS & FIRM EXPERIENCE

- Over 120 test and production wells drilled.
- Flows up to 6,000 gpm
- Depths up to 2,250'
- Diameters up to 24"

Hansen, Allen & Luce, Inc. has completed several ground water projects for Clients along the Wasatch Front

The HAL project team has completed site assessments, well evaluations, source protection evaluations, well preliminary engineering reports throughout the Wasatch Front area and are experts in hydro-geologic investigations as well as both bedrock and alluvial well drilling and development. HAL has completed more than 120 exploratory and production wells ranging in diameter from 2 to 24" in cased diameter, completed depths up to 2,250 feet, and developed with flows up to 6,000 gpm. Within northern Utah some of our clients wherein ground water source investigations, exploration and production well drilling, and impact analysis have been provided include.

| | | |
|------------------------|--------------------|------------------|
| Bear River WCD | Brigham | Brent Armstrong |
| Centerville | Central Utah WCD | Fruit Heights |
| Granger-Hunter ID | Jordan Valley WCD | Kearns ID |
| Logan | Magna | Mendon |
| Midvale | North Ogden | Ogden |
| PacifiCorp Power | Pleasant View | Procter & Gamble |
| Roy | Sandy | South Salt Lake |
| Taylorville-Bennion ID | Washington Terrace | Weber Basin WCD |

Three more detailed project descriptions highlighting ground water development projects for local Wasatch Front water suppliers are provided below. We invite you to contact the references provided to discuss our service and the success of the respective projects. Several additional examples can be provided upon request but are not included herein due to proposal length limitations.



CENTRAL UTAH WATER CONSERVANCY DISTRICT (2010 – Present)

Hansen, Allen & Luce has completed 5 of 7, 1,500 to 1,600 foot deep wells, and either modified or redesigned wells for Central Utah Water Conservancy District (CUWCD). These projects have been located at the historic Geneva Mill Site and in Nephi, Utah. Wells have included two 1,600' deep triple nested monitoring wells, two 1,500' and one 1,600' deep 24" wells, and 5 irrigation wells. The 24" wells have been tested or are expected to produce 6,000 gpm each. Projects have included hydrogeologic investigations, ground water modeling, well design/re-design, testing, and construction observation services

Project Details

Reference

Size: 16 - 24" **Mr. KC Shaw**
 Depth: 310 to 1,600 feet **CUWCD**
 Flow: Up to 6,000 gpm **801-226-7180**

Design Team

Well Design: William S. Bigelow / Ben D. Miner / David E. Hansen
 Geologist: Rodger Fry



JORDAN VALLEY WATER CONSERVANCY DISTRICT (1998 – 2008)

Hansen, Allen & Luce successfully completed several deep well projects for Jordan Valley Water Conservancy District. These projects have been located throughout the Salt Lake Valley and have typically been 20" to 24" in diameter, with depths up to 1,200 feet and flows up to 4,000 gpm. Projects have included hydro-geologic investigations, ground water modeling, well design and testing, and construction observation services.



Project Details

Size: 20 to 24"
 Depth: Up to 1,200 feet
 Flow: Up to 4,000 gpm

Reference
Mr. Alan Packard
 Jordan Valley WCD
801-565-4300

Design Team

Well Design: William S. Bigelow / David E. Hansen
 Geologist: Rodger Fry



BEAR RIVER WATER CONSERVANCY DISTRICT (1992 – 2006)

HAL performed a well siting study to identify potential drilling locations which involved the evaluation of aquifer permeability, depth to bedrock, water level, and recharge, land ownership, proximity to potential contamination sources, and potential interference with existing sources. A GIS database was used to aid in the identification of areas having the greatest chance for success. Seven potential well sites were selected. Drilling commenced on the top ranked site, resulting in the development of a successful well within the South Willard area.

Project Details

Size: 6 - 20"
 Depth: 600 - 1,100 feet
 Flow: 700 - 4,000 gpm

Reference
Mrs. Voneene Jorgensen
 BRWCD
435-723-7034

Design Team

Well Design: William S. Bigelow
 Geologist: Rodger C. Fry

PERSONNEL EXPERIENCE

A general list of clients, the type of service provided by HAL, and team members involved with said clients or projects is identified in the following table. Although many additional examples could be provided, the table shown hereafter illustrates the relative experience held by individual team members. Additional information is provided within the individual resumes included as attachments to this proposal.

| Clients | Study | Well | Involvement | | |
|------------------------------------|-------|------|-----------------|--------------------|------------------|
| | | | David E. Hansen | William S. Bigelow | J. Lance Nielsen |
| Preliminary Evaluation Reports | X | | X | X | X |
| Ground Water Source Investigations | X | | X | X | X |
| BRWCD – Box Elder County | X | X | X | X | X |
| BRWCD – Cache County | X | X | X | X | |
| Brigham City | | X | | X | X |
| Centerville City | X | | X | | |
| Central Utah WCD | X | X | X | X | X |
| Granger-Hunter ID | X | X | X | X | X |
| HAFB | | X | X | X | |
| Jordan Valley WCD | X | X | X | X | X |
| Magnum Gas Storage | X | X | X | X | X |
| Mendon City | X | X | | X | X |
| Montana – Federal Well Project | X | X | X | X | X |
| North Ogden City | | X | | X | X |
| Ogden City | X | X | | X | X |
| Park City | X | X | X | X | |
| Pinnacle Potash LLC | X | X | X | | X |
| Price City | X | X | X | X | |
| Salt Lake City | X | | X | X | X |
| Sandy City | X | X | X | X | X |
| West Jordan City | X | X | X | X | |

AGREEMENT
and
NOTICE TO PROCEED

Contractor: Hansen Allen & Luce City: Farmington City

Project: Armstrong Well Siting Date: 9-3-2014

The Contractor is hereby notified that their bid for the project has been accepted by the City subject to the following terms and conditions:

1. Contractor will complete all work in accordance with the project proposal for the sum of \$ 5,635.00.
2. Contractor will commence work by 9-10-2014 and have work complete by 11-10-2014, subject to a \$ 500 per day penalty for each day thereafter.
3. In so far as the Contractor may legally do so, it shall hold the CITY, including it's 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.
4. CITY will pay the CONTRACTOR the full amount upon the satisfactory completion of the project.

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: Hansen Allen & Luce

By: _____
(Signature)

By: _____
(Signature)

Name: H. James Talbot
(Print)

Name: _____
(Print)

Title: Mayor

Title: _____



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: September 2, 2014
SUBJECT: **ARMSTRONG EXPLORATORY WELL DESIGN**

RECOMMENDATION

Approve the Hansen Allen & Luce proposal to perform an exploratory well design for a potential new well in Pretty Valley.

BACKGROUND

Brent Armstrong owns and operates a small water system for the five homes located at Pretty Valley. Mr. Armstrong has expressed a desire to cooperate with the City to allow us to install a well and water tank on his property. With the growth that the City is experiencing and with the Community Center well operational the City still has a need for an additional well. An exploratory well would give us the information of water quality, potential flow, and feasibility of installing a well on this site. This site, if suitable for a well, will greatly benefit the City due to the potential elevation of the new well which will give the City greater options and capabilities to maintain minimum pressures. If the exploratory well is positive and the tank site elevation is what the City needs then City Staff will likely recommend constructing a new well and tank at Pretty Valley.

This is the only proposal received by the City to perform the work but with their current involvement with Mr. Armstrong, knowledge of the area and situation, and great references I feel that we can accept their proposal and move forward with the well siting project. I recommend awarding the project to Hansen Allen & Luce for the cost of \$13,370 to be paid from the water fund.

SUPPLEMENTAL INFORMATION

1. Proposal
2. Contract

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur-

Dave Millheim
City Manager



SALT LAKE AREA OFFICE
6771 SOUTH 900 EAST
MIDVALE, UTAH 84047
PHONE: (801) 566-5599
FAX: (801) 566-5581
www.hansenallenluce.com

Mr. David Millheim
Farmington City Manager
160 South Main Street
Farmington, Utah 84025

August 22, 2014

RE: Exploratory Well Design and Specification

Dear Mr. Millheim:

As requested during our site visit last Friday with Mr. Brent Armstrong we are submitting herein a proposed scope of work and budget for the design of an exploratory water well and the preparation of specifications for contractor bidding.. A spreadsheet summary with an estimated project cost of \$13,370 is attached.

As shown it is proposed that I serve as the Principal in Charge responsible for project quality control, that Bill Bigelow serve in the quality control and quality assurance mode, and that Lance Nielsen provide the engineering services related to the design of the well and specification. Mr. Nielsen is just finishing a project for Provo City wherein an exploratory and production well were drilled, and has been involved in many well drilling projects along the Wasatch Front.

As part of this submittal we have also attached hereto a brief summary of some of our company and employee project experience with well drilling. We invite you to visit our website which provided a much broader prospective of the services we provide.

Please call if you have any questions.

Sincerely;

A handwritten signature in black ink that reads 'David E. Hansen'.

David E. Hansen, Ph.D., P.E.
Managing Principal

cc: file



HAL PROPOSAL SPREADSHEET

CLIENT: Farmington City

PROJECT: Armstrong Exploratory Well

| Phase | Task # | Task Activity | Billing Period | Principal | QA/QC | Sr. Prof I | Secretary | Total Hours | Labor Cost | Communications / Office Expense | Miles Travel | Expense Cost | Total HAL Cost with Contingency & Rate Inc | COMMENT |
|-------|---------------|--|----------------|------------|----------|------------|-----------|-------------|-------------|---------------------------------|--------------|--------------|--|---|
| I | SITE ANALYSIS | | | | | | | | | | | | | |
| | 100 | Utilities Findings from Prior Well Evaluation Study | 2 | 2.5 | 2.5 | | | 0 | \$0.00 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 Well Assumed to be Located on Beard Armstrong Property |
| | 101 | Conduct Field Meeting with Farmington City Offices Discuss Drilling Type and Approach | 2 | 2.5 | | 8 | | 5 | \$765.00 | \$30.00 | 60 | \$69.00 | \$864.00 | |
| | 102 | Prepare and Review with Farmington City Offices the Proposed Well Permit with the State Division of Water Rights | 2 | 4 | 2 | 24 | 2 | 32 | \$968.00 | \$48.00 | 30 | \$67.50 | \$1,190.83 | |
| | 103 | Prepare Well and Plans Draft Bidding and Contract Documents | 2 | 3 | | 6 | | 9 | \$3,961.00 | \$192.00 | | \$192.00 | \$4,775.99 | |
| | 104 | Review Bidding and Contract Documents with Farmington City and Firebza | 2 | 3 | | 6 | | 6 | \$1,227.00 | \$54.00 | | \$93.00 | \$1,518.00 | |
| | 105 | Submit Electronic Bidding Documents to Bidders. 2 Copies of the Specs to be provided to the City | 2 | | | 1 | 8 | 7 | \$454.00 | \$42.00 | 60 | \$61.00 | \$615.25 | Electronic pdf Documents to Bidders. 2 Copies delivered to City |
| | 106 | Respond to Contractor Questions | 2 | | 0.6 | | | 2.5 | \$311.50 | \$15.00 | | \$15.00 | \$375.48 | 2 Hours assumed |
| | 107 | Participate in Pre-Bid Meeting and Issue addenda for contractor clarification | 2 | 3 | | 6 | 1 | 10 | \$1,282.50 | \$60.00 | 60 | \$99.00 | \$1,587.73 | One addenda is assumed to clarify the project for Bidders |
| | 108 | Participate in Bid Opening at City Offices | 2 | 3 | | 3 | | 6 | \$664.00 | \$39.00 | | \$75.00 | \$778.00 | |
| | 109 | Review, Summarize and Submit Contractor Bids to the City | 2 | 0.5 | | 2 | | 2.5 | \$325.50 | \$15.00 | | \$15.00 | \$355.50 | Summarize Bids per Ref Form. Contact References if Needed |
| | 110 | Prepare Well Driller Recommendation to the City | 2 | 1 | | 1 | | 2 | \$263.00 | \$12.00 | | \$15.00 | \$290.00 | Recommendation Memo |
| | 110 | General Coordination and QMOC Reviews | 2 | 1 | 2 | | | 3 | \$443.00 | \$22.00 | 330 | \$15.00 | \$532.45 | |
| | | SUBTOTAL HOURS/UNITS | | 18 | 7 | 53 | 9 | 87 | \$10,891.50 | \$572.00 | \$214.50 | \$736.50 | \$13,372.20 | Subcontractor Credits w/Sub Contingency |
| | | SUBTOTAL | | \$3,006.00 | \$973.00 | \$6,413.00 | \$499.50 | | | | | | | |

| PHASE | TASK | Labor Cost | Direct Exp Cost | Subcontractor Credits | SubTotal |
|-------|---------------|-------------|-----------------|-----------------------|-------------|
| I | SITE ANALYSIS | \$10,891.50 | \$736.50 | \$0.00 | \$13,372.20 |
| | TOTAL: | \$10,891.50 | \$736.50 | \$0.00 | \$13,372.20 |

ASSUMPTIONS

Task Assumption

- 101 Unless otherwise noted, all project coordination is proposed to be done electronically and will not require a sit down meeting.
- 105 Bidding Documents to be printed and distributed electronically by HAL.
- 106 A total of 2 hours coordination with contractors during the bidding process is assumed. Since change orders are rare no costs have been included herein. If needed, change orders will be done on an hourly/reimbursable basis.
- 108 The task is usually small and a total of 3 hours is assumed herein.
- Gen Hours have been assumed for coordination with the City. Engineering services will be billed on a time and materials basis for hour required for project coordination above those typical times assumed.

TYPICAL EXPERIENCE: WELL DESIGN & REHABILITATION

| Project | Description | Team | References |
|---|---|---|--|
| <p>CWP Wells Design CENTRAL UTAH WATER CONSERVANCY DISTRICT Utah County, Utah</p>  | <p>In 2010 HAL was selected by the Central Utah Water Conservancy District (CUWCD) to design seven 1,500- to 1,600-foot deep wells for the CUWCD Water Development Project (CWP). These projects are located at the historic Geneva Mill Site in Vineyard, Utah. Wells include two 1,600' deep triple nested monitoring wells and five 24" production wells 1,500-1,600 feet deep. Construction on five of the seven wells has been completed while the other two wells are still under construction. The 24-inch-diameter wells that have been tested are expected to produce 6,000 gpm each. HAL's involvement with the projects includes hydrogeologic investigations, ground water modeling, well design, testing, and construction observation services.</p> | <p>> David E. Hansen > William S. Bigelow > Rodger Fry</p> <p>Principal in Charge Project Engineer Hydrogeology</p> | <p>Mr. KC Shaw, P.E. Project Manager CUWCD (801) 226-7180</p> |
| <p>Well Planning, Analysis, Design & Rehabilitation JORDAN VALLEY WATER CONSERVANCY DISTRICT Salt Lake County, Utah</p>  | <p>For many years HAL has provided a variety of groundwater hydrology and well development services to JWVCD. Services have included well efficiency studies at four wells which investigated aquifer limitations and bioturbation. HAL has completed exploratory wells and hydrologic studies at several sites for the District. We have also completed the design and construction management for eight 16 to 24 -inch diameter production wells ranging in capacity from 2,000 to 4,700 gpm. In addition, JWVCD has also retained HAL to design several pump stations for wells with which we have been involved. In the last year, HAL has assisted JWVCD with two production wells and has designed redevelopment projects for two existing production wells.</p> | <p>> David E. Hansen > William S. Bigelow > Vern G. Conder > Jerry V Hansen > Marvin E. Allen</p> <p>Principal in Charge Project Engineer Design Engineer Construction Observation Quality Assurance</p> | <p>Mr. Richard Bay General Manager Jordan Valley Water Conservancy District (801) 565-4300</p> |
| <p>Groundwater Development Projects BRIGHAM CITY Box Elder County, Utah</p>  | <p>Brigham City requested HAL to design water injection equipment for two of the City's wells as part of the City's Aquifer Storage and Recovery (ASR) program. Currently these wells are functioning within the City's ASR program. HAL was also requested to perform a well siting study for the City, in which 6 potential well drilling sites were identified. Three of these sites have been selected for well drilling, and HAL's services have included Drinking Water Source Protection Plans, exploratory well drilling, and design and construction management for production well drilling. Services provided by HAL to the City during the past two years have included the well siting study, a 16-inch diameter production well drilling project, and an exploratory well drilling project.</p> | <p>> Marvin E. Allen > William S. Bigelow > Vern G. Conder > David E. Hansen</p> <p>Principal in Charge Project Manager Project Engineer Design Engineer Quality Assurance</p> | <p>Mr. Bruce Leonard City Administrator Brigham City (435) 734-2001</p> |
| <p>Hancock Replacement Well MIDVALE CITY Salt Lake County, Utah</p>  | <p>Midvale City retained HAL to assist them with redevelopment of their storage tank and wells located at a site in Sandy, Utah. The project included providing design and services during construction for replacement of their existing reservoir storage, replacement for their Hancock Well, and new well houses for both the Hancock Well and the Million Gallon Well, all located on the same site. The Hancock Replacement Well included a new well with a 20-inch diameter casing, drilled to a depth of 800 feet and developed to a depth of around 700 feet. The well was drilled with reverse circulation rotary method, and screened with stainless steel wire wrap screen. The well which has the capability of producing 2000 gpm was completed during 2009.</p> | <p>> Marvin E. Allen > William S. Bigelow > Vern G. Conder</p> <p>Principal in Charge Project Manager Project Engineer Quality Assurance</p> | <p>Mr. Keith Ludwig, P.E. Public Works Director Midvale City (801) 256-2574</p> |



TYPICAL EXPERIENCE: WELL PUMP STATION DESIGN

| Project | Description | Team | References |
|---|---|--|--|
| <p>Five Wells and Pump Stations GRANGER HUNTER IMPROVEMENT DISTRICT Salt Lake County, Utah</p>  | <p>The Granger Hunter Improvement District located in Salt Lake County, Utah, serves a population in excess of 70,000 people. HAL has provided a variety of culinary water engineering services to the client since 1984. Well and pump station designs completed by HAL during the last 10 years have included Wells No. 6, 12, 14, 15 and 16. The facilities range in capacity from 1,200 gpm to 3,000 gpm. Features included in the pump station designs have included telemetry tied into the District's central control facilities, variable frequency drives, arnesian well head design, on-site chlorine generation facilities, fluoridation facilities, and residential style architecture to match surrounding upper-scale development.</p> | <ul style="list-style-type: none"> > Marvin E. Allen > William S. Bigelow > Vern G. Conder > Michael P. Wheelwright > James E. Nordquist > Keith B. Hegenhorst > Dean L. Webb > Gregory J. Poole | <p>Mr. Wayne Watts Assistant General Manager GHID (801) 968-3551</p> |
| <p>Three Wells & Well Pump Stations SANDY CITY Salt Lake County, Utah</p>  | <p>In 2001, Sandy City selected Hal to plan and design four new deep wells and pump stations in the southeast quadrant of Sandy's service area. HAL designed exploratory wells at four sites to be drilled under a master well drilling contract with the City. Production wells were completed at three sites. HAL then designed pump stations to pump 1,600, 2,000 and 4,000 gallons per minute, respectively, at the three well sites. The pump station design included significant architectural, landscape architecture, and noise control features to help ensure compatibility with the surrounding upper-scale neighborhoods. Significant coordination was required with the Sandy City Planning Commission and Staff.</p> | <ul style="list-style-type: none"> > David E. Hansen > William S. Bigelow > Michael P. Wheelwright > James E. Nordquist > Dean L. Webb > Keith B. Hegenhorst > Gregory J. Poole | <p>Mr. Shane Pace Director of Public Utilities Sandy City (801) 568-7145</p> |
| <p>Five Well Pump Stations JORDAN VALLEY WATER CONSERVANCY DISTRICT Salt Lake County, Utah</p>  | <p>During 2006 Jordan Valley Water Conservancy District selected HAL to complete the design of five new well pump stations. The pump stations are located at 6574 South Monitor, 1360 E., - 6400 S., 700 E., - 7600 S., 7750 S., - 7000 E., and 8150 South 1330 East. The capacity of the pump stations ranges from 2,500 gpm to 4,000 gpm. Features included in the pump station designs include variable frequency drives, surge control facilities, chlorination facilities, fluoridation facilities, cooling by chillers using process water, water-wise landscaping, and provisions for future auxiliary power generation. Instrumentation includes monitoring of pH, turbidity, conductivity, chlorine and fluoride. Since the pump stations are located in residential developments, the designs also include residential style architecture and noise containment. Design of three of the pump stations is now complete. Design of the remaining two facilities will be completed prior to the end of 2006.</p> | <ul style="list-style-type: none"> > David E. Hansen > Marvin E. Allen > Vern G. Conder > Gregory J. Poole > Dean L. Webb > Keith B. Hegenhorst > James E. Nordquist > Ben A. Grimes > Marvin E. Allen | <p>Mr. Richard Bay General Manager Jordan Valley Water Conservancy District (801) 565-4300</p> |
| <p>Wells & Pump Stations SOUTH SALT LAKE CITY Salt Lake County, Utah</p>  | <p>HAL has assisted South Salt Lake City with many water system improvement projects. These projects have included a city-wide GIS based water system master plan, water rights studies, water rate analyses, production wells, pipelines, and pump stations. Well and pump station designs completed for City by HAL include the Davis Well, 300 East, and the 700 East Well. Capacities for these facilities range from 800 gpm to 3,000 gpm. The pump stations included telemetry, chlorination equipment, pump head pressure control for discharge into adjacent reservoirs, and submersible pump and motor.</p> | <ul style="list-style-type: none"> > Marvin E. Allen > William S. Bigelow > Vern G. Conder > James E. Nordquist > Dean L. Webb > Keith B. Hegenhorst > Gregory J. Poole | <p>Mr. Ed Rufener Deputy Director of Public Works South Salt Lake City (801) 483 6038</p> |

AGREEMENT
and
NOTICE TO PROCEED

Contractor: Hansen Allen & Luce City: Farmington City

Project: Armstrong Exploratory Well Design Date: 9-3-2014

The Contractor is hereby notified that their bid for the project has been accepted by the City subject to the following terms and conditions:

1. Contractor will complete all work in accordance with the project proposal for the sum of \$ 13,370.00.
2. Contractor will commence work by 9-10-2014 and have work complete by 11-10-2014, subject to a \$ 500 per day penalty for each day thereafter.
3. In so far as the Contractor may legally do so, it shall hold the CITY, including it's 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.
4. CITY will pay the CONTRACTOR the full amount upon the satisfactory completion of the project.

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: Hansen Allen & Luce

By: _____
(Signature)

By: _____
(Signature)

Name: H. James Talbot
(Print)

Name: _____
(Print)

Title: Mayor

Title: _____

CITY COUNCIL AGENDA

For Council Meeting:
September 2, 2014

SUBJECT: City Manager Report

1. Building Activity Report for July
2. Pro/Con Arguments for Park Bonds

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

| Month of July 2014 | BUILDING ACTIVITY REPORT - JULY 2014 THRU JUNE 2015 | | | | |
|---|---|---------------------------|-----------------------|----------------------|-----------------------------|
| RESIDENTIAL | PERMITS THIS MONTH | DWELLING UNITS THIS MONTH | VALUATION | PERMITS YEAR TO DATE | DWELLING UNITS YEAR TO DATE |
| NEW CONSTRUCTION ***** | | | | | |
| SINGLE FAMILY | 15 | 15 | \$2,481,400.00 | 339 | 339 |
| DUPLEX | 0 | 0 | \$0.00 | 2 | 2 |
| MULTIPLE DWELLING | 0 | 0 | \$0.00 | 3 | 3 |
| OTHER RESIDENTIAL | 0 | 0 | \$0.00 | 66 | 66 |
| SUB-TOTAL | 15 | 15 | \$2,481,400.00 | 410 | 410 |
| REMODELS / ALTERATION / ADDITIONS ***** | | | | | |
| BASEMENT FINISH | 4 | | \$51,026.00 | 52 | |
| CARPORT/GARAGE | 0 | | \$0.00 | 18 | |
| ADDITIONS/REMODELS | 1 | | \$5,000.00 | 56 | |
| SWIMMING POOLS/SPAS | 0 | | \$0.00 | 12 | |
| OTHER | 18 | | \$111,200.00 | 212 | |
| SUB-TOTAL | 23 | | \$167,226.00 | 350 | |
| NON-RESIDENTIAL - NEW CONSTRUCTION ***** | | | | | |
| COMMERCIAL | 1 | | \$884,000.00 | 12 | |
| PUBLIC/INSTITUTIONAL | 0 | | \$0.00 | 0 | |
| CHURCHES | 0 | | \$0.00 | 0 | |
| OTHERS | 0 | | \$0.00 | 11 | |
| SUB-TOTAL | 1 | | \$884,000.00 | 23 | |
| REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL ***** | | | | | |
| COMMERCIAL/INDUSTRIAL | 4 | | \$655,000.00 | 102 | |
| OFFICE | 0 | | \$0.00 | 7 | |
| PUBLIC/INSTITUTIONAL | 0 | | \$0.00 | 3 | |
| CHURCHES | 0 | | \$0.00 | 0 | |
| OTHER | 0 | | \$0.00 | 2 | |
| SUB-TOTAL | 4 | | \$655,000.00 | 114 | |
| MISCELLANEOUS - NON-RESIDENTIAL ***** | | | | | |
| Signs & Awnings | 4 | | \$16,900.00 | 93 | |
| SUB-TOTAL | 4 | | \$16,900.00 | 93 | |
| TOTALS | 47 | 15 | \$4,204,526.00 | 990 | 410 |

CITY COUNCIL AGENDA

For Council Meeting:
September 2, 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.