

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to answer any questions the City Council may have on agenda items and to discuss proposed changes to the plat process. 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, February 17, 2015, 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

PUBLIC HEARINGS:

- 7:05 Residences at Station Parkway Rezone and Street Cross-Section Modification
- 7:15 Zone Text Amendment to Amend the Regulating Plan (Chapter 18) Consistent with both the Cabela's Site Plan and the Residences at Station Parkway Project
- 7:25 Chapter 18 Zone Text Changes – Standards Related to Rights-of-way Large Footprint Buildings, and other Related Standards
- 7:40 Changes to Chapters 1, 2, 3, and 6 of the Subdivision Ordinance
- 7:50 BOA Zone Text Change, OTR Sign Text Change, or Rezone from OTR to R-4

PRESENTATION OF PETITIONS AND REQUESTS:

- 8:00 Consideration for Adoption of a Resolution the City Council (The "Council") of Farmington City, Utah Authorizing the Issuance and Sale of not more than \$6,000,000 Aggregate Principal amount of the City's General Obligation Bonds, Series 2015; and Related Matters

NEW BUSINESS/DISCUSSION ITEMS:

- 8:05 2015 Municipal Elections

8:20 Dennis Gibbons and Vertis Anderson regarding City Trails

8:35 Police Chief Report on Law Enforcement Impacts Related to new Growth

SUMMARY ACTION:

8:50 Minute Motion Approving Summary Action List

1. Proposed City Ordinance for the "Building Occupancy Resumption Program" (BORP)
2. Amendment to ICMA 457 Plan to Allow Loans
3. Approval of Minutes from City Council Meeting held February 3, 2015
4. Approval of Storm Water Bond Log for January

GOVERNING BODY REPORTS:

8:55 City Manager Report

1. Attendance at ICSC on May 17-20
2. Centerville Road Connection
3. Building Activity Report for January
4. Police and Fire Monthly Activity Reports for January
5. UDOT's Annual Visit to Counties - March 26, 2015
6. New Bond Rating of AA2
7. Sign Survey
(Due by February 20th for Work Session Discussion on March 3rd)
8. Park Impact Fee Consultant – Zions Public Finance

9:10 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 12th day of February, 2015.

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:
February 17, 2015

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

It is requested that City Councilmember Brigham Mellor give the invocation to the meeting and it is requested that City Manager Dave Millheim lead the audience in the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:
February 17, 2015

PUBLIC HEARING: Residences at Station Parkway Rezone and Street Cross-Section Modification

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. See staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: February 6, 2015

SUBJECT: **RESIDENCES AT STATION PARKWAY REZONE & STREET
CROSS-SECTION MODIFICATION**
Applicant: **Farmington City**

RECOMMENDATION

- I. Hold a Public Hearing;

Zone Change

- II. Move that the City Council approve the enclosed ordinance rezoning the property as requested;

Findings:

1. The zone change is consistent with the Farmington City General Plan (future land use map and text) and will allow for the preservation of the Shepard Creek stream corridor.
2. The zone change matches the zone designations identified on the Farmington City Regulating Plan for this area, and the approved PMP, and past PMPs for this property.

Modification of Street Cross-Section

- III. Move that the City Council approve the street cross-section as proposed.

Finding:

The modification of the street cross-section allows for additional on-street parking, which reduces the amount of off-street, surface parking needed; this makes for superior design and promotes walkability.

BACKGROUND

Zone Change

The applicant is requesting that the City rezone the northwest corner of the property from transit mixed use (TMU) to open space (OS). The Planning Commission approved the project master plan (PMP) for the Residences at Station Parkway on January 8th. A portion of the approved PMP abuts Shepard Creek, this area should be rezoned OS consistent with the Regulating Plan, and the designated open space in the PMP. The applicant of the PMP (Ernie Wilmore/ICO) has been amenable to rezone this portion of the property in order to preserve the Shepard Creek corridor as open space and have it designated as such on the zoning map, and has provided the City with a map of where he feels the open space zoning designation should go; staff has reviewed this plan and agrees with the boundary for the open space zoning designation.

Modification to the Street Cross-Section

As part of the PMP review process, the applicant, ICO development, met with the Planning Department and Fire Marshall to discuss a modification of the street cross-section. Currently, the ordinance (Section 11-18-104(4)) requires local roads to have two (2) 13.5' travel lanes as well as curb-and-gutter on both sides at 2.5' each, or 5' total. The total right of way is 33'. The applicant is proposing a modified local road cross-section that equals 37' total. The travel lanes in this modified cross-section would be 13' each, or 26' total. There would still be 2.5' of curb-and-gutter on each side of the road, leaving an extra 7'. The applicant is proposing on-street parking on one side of the street. The Fire Marshall agreed to this modification, as long as there would be 26' net clear of asphalt for fire access; the proposed PMP met this requirement to staff's satisfaction (including the Fire Department). The attached exhibit graphically illustrates how this modified cross-section compares to the existing regulations in Chapter 18.

Supplemental Information

1. Vicinity/Current Zoning Map.
2. General Plan (Future Land Use Map)
3. Open Space/Rezone Map (ICO)
4. Street Network on ICO Site Plan
5. Modified Street Cross Section Exhibit
6. Enabling Legislation

Applicable Ordinances

1. General Plan text (Chapter 11)
2. Chapter 18 Mixed Use Districts

Respectfully Submitted



Eric Anderson
Associate City Planner

Concur

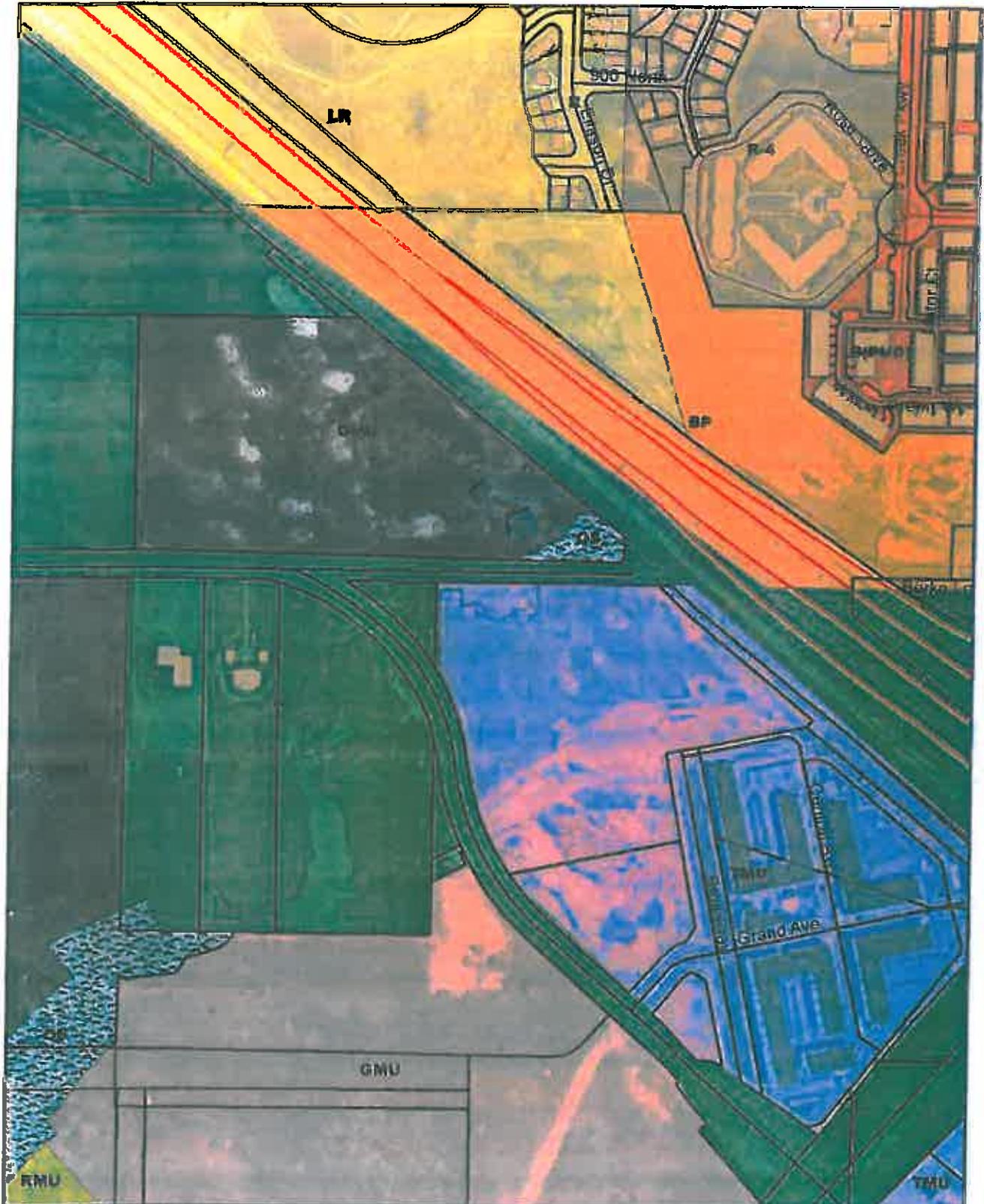


Dave Millheim
City Manager

Farmington City



Farmington City



Farmington City

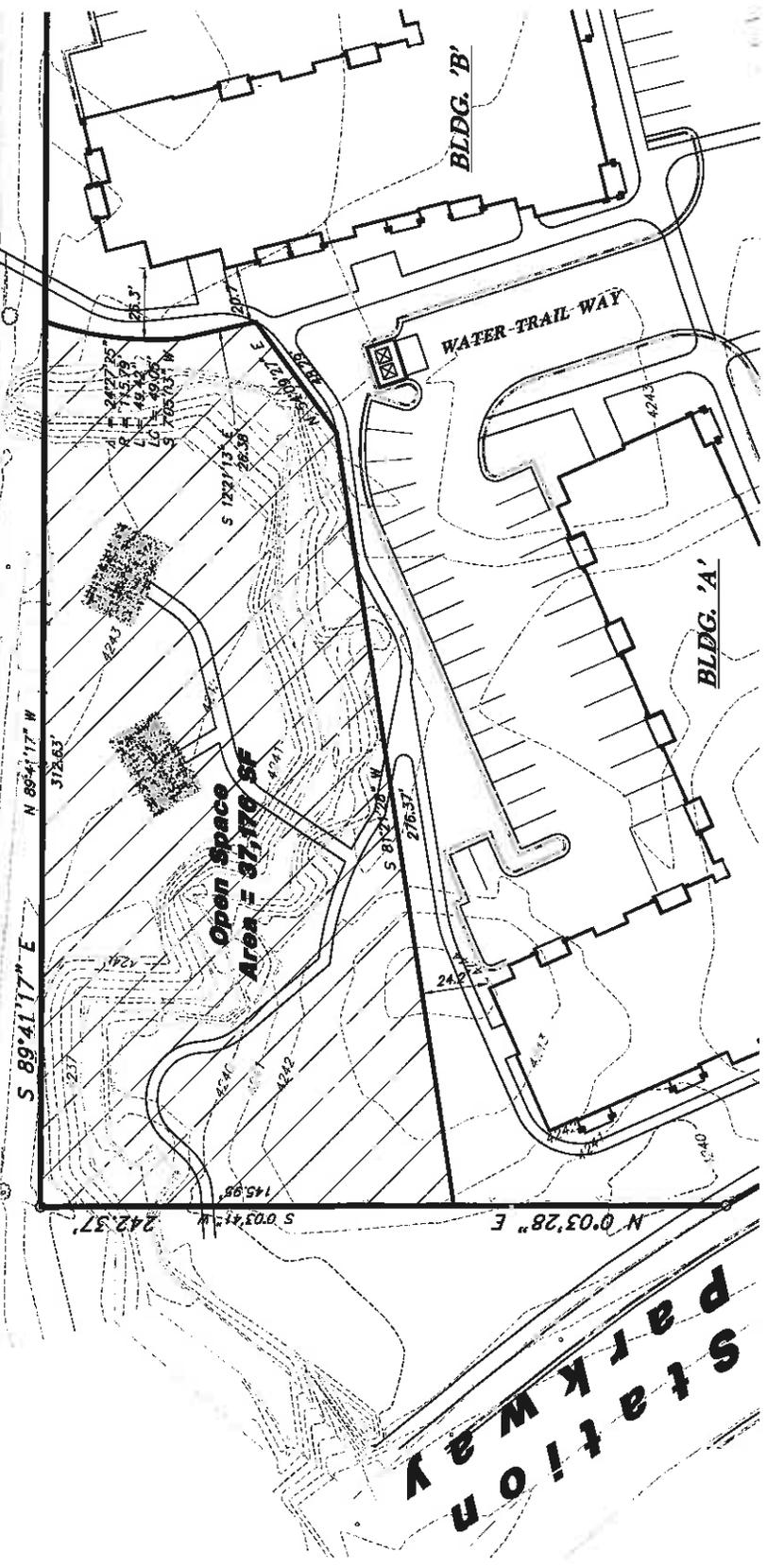




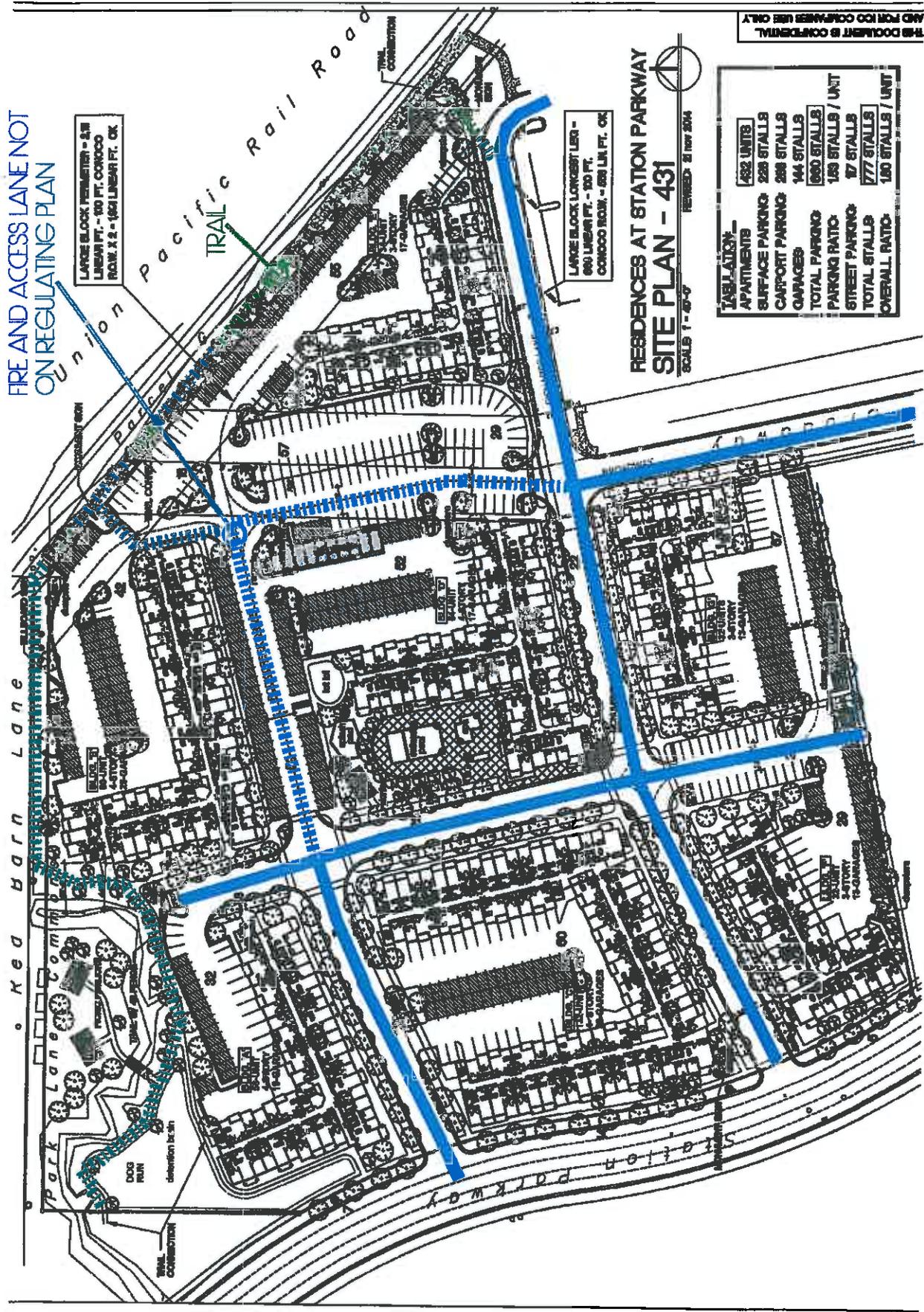
Scale: 1" = 40'



Red Barn Lane



FIRE AND ACCESS LANE NOT ON REGULATING PLAN



LARGE BLOCK PERIMETER - 218 LINEAR FT. - 190 FT. CONCORD ROW. X.2 - 1902 LINEAR FT. OK

LARGE BLOCK LONGEST LER - 690 LINEAR FT. - 190 FT. CONCORD ROW. - 688 LIN FT. OK

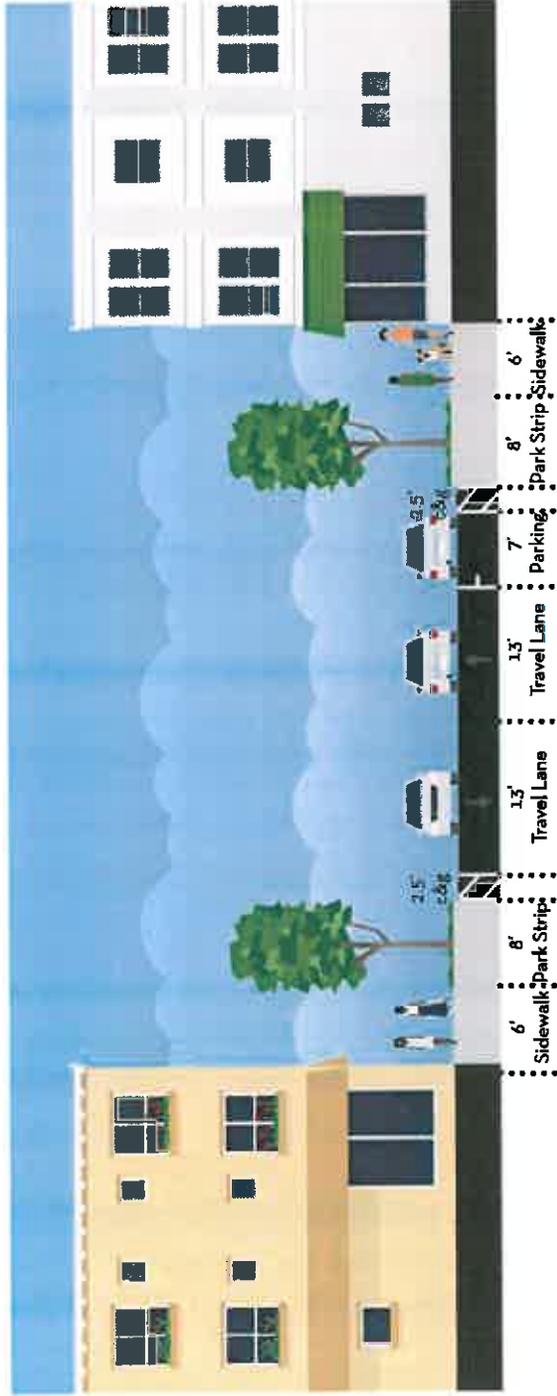
RESIDENCES AT STATION PARKWAY
SITE PLAN - 431

SCALE 1"=40'-0" REVISED: 21 NOV 2014

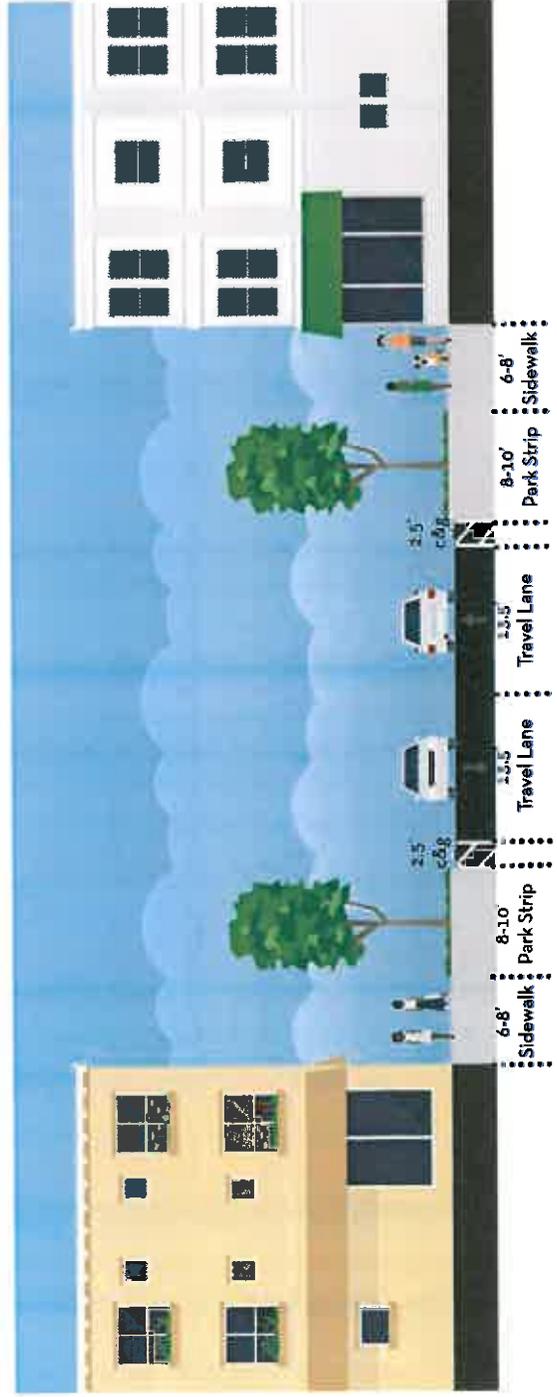
TABULATION -	
APARTMENTS	432 UNITS
SURFACE PARKING	228 STALLS
CARPPOOL PARKING	288 STALLS
CARSPACES	144 STALLS
TOTAL PARKING	660 STALLS
PARKING RATIO	1.53 STALLS / UNIT
STREET PARKING	17 STALLS
TOTAL STALLS	777 STALLS
OVERALL RATIO	1.80 STALLS / UNIT

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Proposed Modification to the Cross-Section



Chapter 18 Cross-Section



FARMINGTON, UTAH

ORDINANCE NO. 2015 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR THE NORTHWESTERLY PORTION OF PROPERTY LOCATED AT APPROXIMATELY 575 NORTH AND STATION PARKWAY

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-1-15, filed with the City, located at approximately 575 North Station Parkway, identified by parcel number: 084860105, and comprising .85 acres.

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 17th day of February, 2015.

FARMINGTON CITY

H. James Talbot
Mayor

ATTEST:

Holly Gadd
City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
February 17, 2015

**PUBLIC HEARING: Zone Text Amendment to Amend the Regulating Plan
(Chapter 18) Consistent with both the Cabela's Site Plan and the
Residences at Station Parkway Project**

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Move that the City Council approve the enclosed zone text amendment updating the regulating plan as set forth in Chapter 18 of the Zoning Ordinance.

Finding:

The changes to the regulating plan improve upon the overall block pattern, block size, connectivity, pedestrian access/walkability, and the overall intent of Chapter 18 as it relates to the street network design for the whole mixed-use district.

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: February 6, 2015

SUBJECT: **ZONE TEXT AMENDMENT TO AMEND THE REGULATING PLAN
(CHAPTER 18) CONSISTENT WITH BOTH THE CABELA'S SITE PLAN
AND THE RESIDENCES AT STATION PARKWAY PROJECT**
Applicant: Farmington City

RECOMMENDATION

- I. Hold a Public Hearing;
- II. Move that the City Council approve the enclosed zone text amendment updating the regulating plan as set forth in Chapter 18 of the Zoning Ordinance.

Finding:

The changes to the regulating plan improve upon the overall block pattern, block size, connectivity, pedestrian access/walkability, and the overall intent of Chapter 18 as it relates to the street network design for the whole mixed-use district.

BACKGROUND INFORMATION

Section 11-18-104(3) which governs the Regulating Plan states:

“Major alternative alignments or flexibility with the street network design may be proposed through the Project Master Plan process, provided that the following provisions are met:

- a. *Maximum Block Size.*
- b. *Average Block Size.*
- c. *Connectivity*
- d. *Sidewalks”*

Residences at Station Parkway

The PMP that was reviewed and approved on January 8th, made some minor changes to the regulating plan, but as was discussed at this meeting, these changes actually improve the overall regulating plan, particularly as it relates to block sizes, connectivity, and overall character of the road network in the area. Nevertheless, the ordinance is clear that any alteration to the regulating plan must occur as a zone text change. The proposed change is attached as “Exhibit A”, and “Exhibit B” shows the existing regulating plan that was approved in 2014. The following is taken from the January 8th PC packet:

“There is a slight deviation from the regulating plan, however, the overall intent of the regulating plan is improved upon. The regulating plan calls for Broadway to be extended to Rock Creek Drive and then to go north along that road to the intersection of Water Trail Way. Water Trail Way would intersect with Richards Way and then feed to/from Station Parkway. The proposed change would provide two access points onto Station Parkway (instead of one) and two connections to the developments to the south (instead of one, this is dependent on condition 1 below, added by SPARC). Staff feels that the added connectivity and overall adherence to the regulating plan does not create the need to amend the regulating plan through a zone text change or an amendment to the existing development agreement (if required).”

Because the regulating plan and the intent of the regulating plan is being improved upon, staff is recommending approval of the amendment.

Cabela’s (Park Lane Commons Phase II)

Although the Project Master Plan for the entire Park Lane Commons Project was already approved, by amending that Project Master Plan (Item 6 of tonight’s agenda) the applicant is afforded the ability to alter the regulating plan. You’ll recall from Item 6 on the agenda that by changing the regulating plan the PMP has to be amended. Reflexively, changing the regulating plan can only be done through the PMP process. By completing both of these actions concurrently, the applicant is able to fully meet the requirements set forth in Chapter 18. The proposed changes meet requirements *a-d* listed above, and the regulating plan meets the intention of Chapter 18, and in some cases may improve upon the existing (approved) regulating plan.

Supplemental Information

1. Vicinity Maps.
2. Current Regulating Plan.
3. Proposed Amended Regulating Plan.
4. Exhibits Showing the changes related to the Residences at Station Parkway.
5. Exhibits Showing the changes related to the Cabela’s site plan.

Applicable Ordinances

1. General Plan text (Chapter 11)
2. Chapter 18 Mixed Use Districts

Respectfully Submitted



Eric Anderson
Associate City Planner

Concur



Dave Millheim
City Manager

Farmington City



Farmington City



West Farmington Mixed-Use District Regulating Street Plan

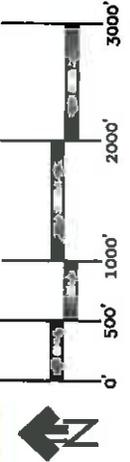
Legend

Street Network

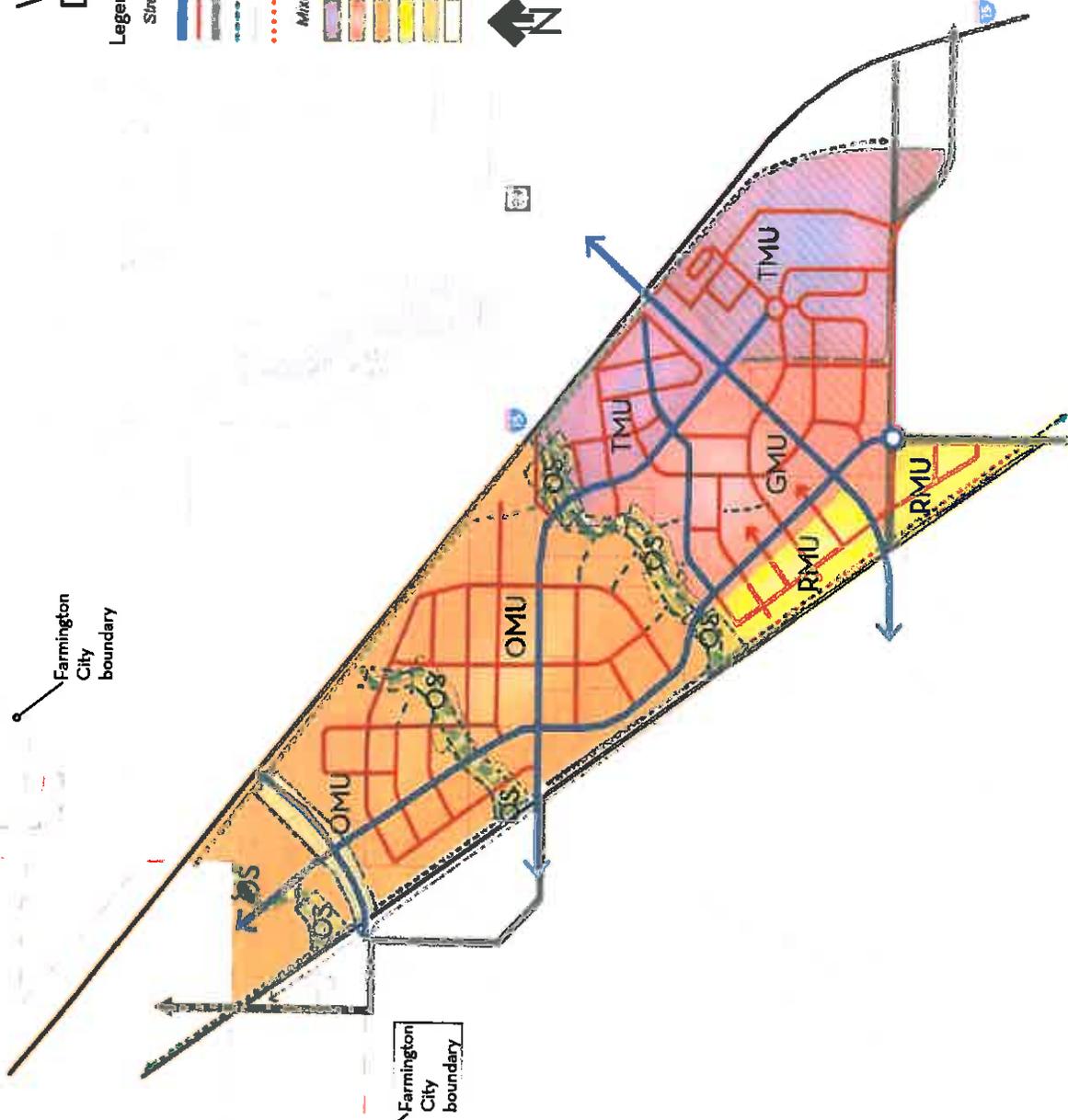
- Proposed Front Street, Access, or ROW (curb to curb, 2 travel lanes, center median)
- Proposed Neighborhood Road, Access, or ROW (curb to curb, 2 travel lanes)
- Existing Local Collector Street (6 to 8 lanes, 1000' Max)
- Extension of Front Street, Access, or ROW (curb to curb, 2 travel lanes)
- Extension of Proposed Front Street, Access, or ROW (curb to curb, 2 travel lanes)
- Proposed Connector Road

Mixed-Use Districts

- Town and Neighborhood (TMU)
- General Mixed-Use District (GMU)
- Office/Urban District (OMU)
- Residential Mixed-Use District (RMU)
- Open Space Mixed-Use District (OSU)
- Concept Plan



The design of the District Plan will be determined by the form of the District Agreement for the District. The District Agreement will be determined by the City and the District. The District Agreement will be determined by the City and the District. The District Agreement will be determined by the City and the District.



Farmington City boundary

Farmington City boundary

West Farmington Mixed-Use District Regulating Street Plan

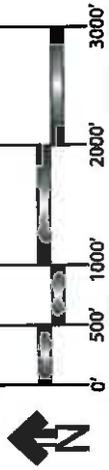
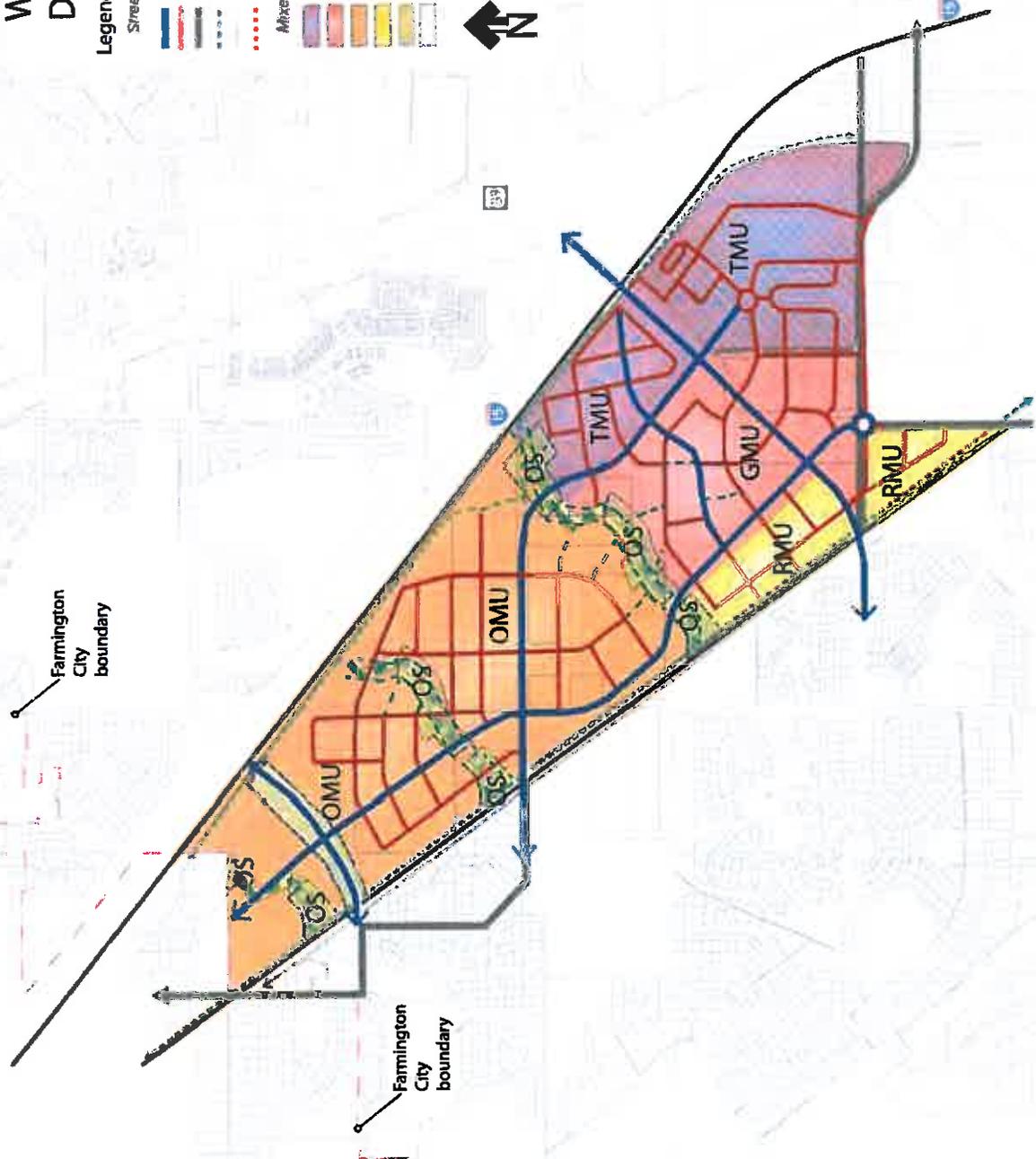
Legend

Street Network:

- Existing Through Road (with 60' right-of-way) - Interstate, Major Arterial
- Existing Through Road (with 40' right-of-way) - Major Arterial, Minor Arterial, Collector
- Existing Local Road (with 20' right-of-way) - Local Street, Minor Arterial
- Interceptor (Proposed) Median or Sidewalk
- Interceptor (Existing) Median or Sidewalk
- Proposed Connector Road

Mixed-Use Districts

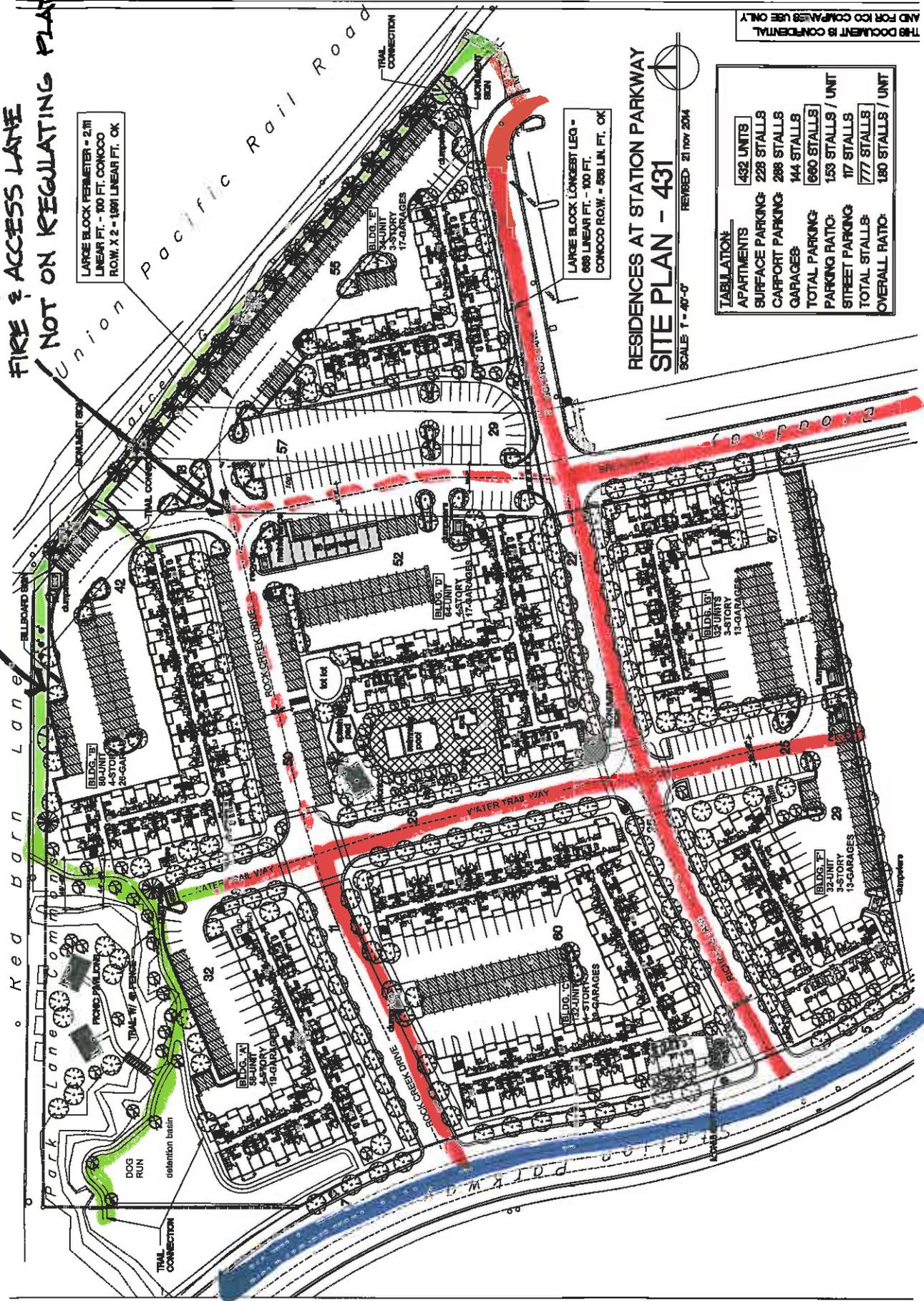
- Transit Mixed-Use District (TMU)
- General Mixed-Use District (GMU)
- Office Mixed-Use District (OMU)
- Residential Mixed-Use District (RMU)
- Open Space
- Wetland



* Development of this plan is based on the 2011 Comprehensive Zoning Ordinance, as amended by the 2012 and 2013 amendments. The City of Farmington is currently in the process of reviewing the Comprehensive Zoning Ordinance for updates. The City of Farmington is currently in the process of reviewing the Comprehensive Zoning Ordinance for updates. The City of Farmington is currently in the process of reviewing the Comprehensive Zoning Ordinance for updates.

**FIRE & ACCESS LANE
NOT ON REGULATING PLAN**

TRAIL



**RESIDENCES AT STATION PARKWAY
SITE PLAN - 431**

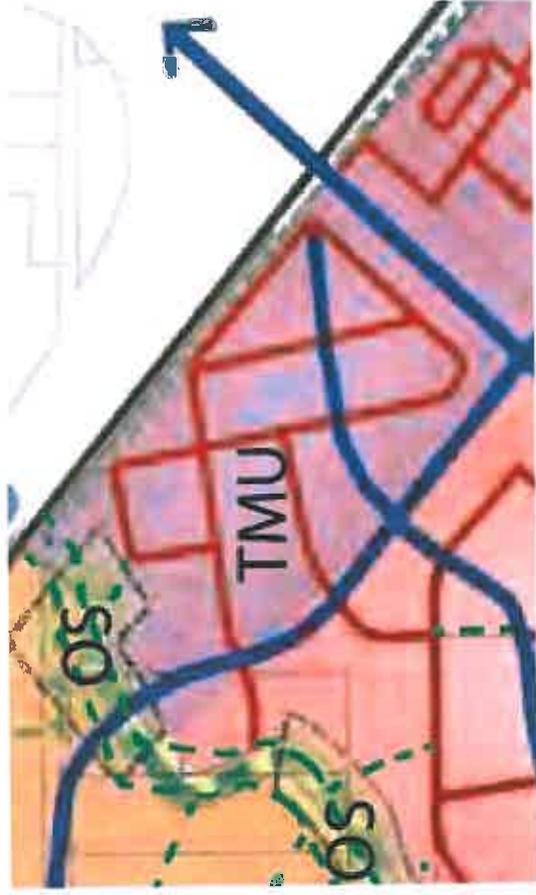
SCALE: 1" = 40'-0" REVISED: 21 NOV 2014

TABULATION:	
APARTMENTS	452 UNITS
SURFACE PARKING	228 STALLS
CARPPOOL PARKING	288 STALLS
GARAGES	144 STALLS
TOTAL PARKING	660 STALLS
PARKING RATIO:	153 STALLS / UNIT
STREET PARKING	117 STALLS
TOTAL STALLS:	777 STALLS
OVERALL RATIO:	180 STALLS / UNIT

LARGE BLOCK LONGEST LEG -
668 LINEAR FT. - 100 FT.
CONCORD ROW. - 688 LIN. FT. OK

LARGE BLOCK PERIMETER - 2,311
LINEAR FT. - 100 FT. CONCORD
ROW. X 2 - 1,991 LINEAR FT. OK

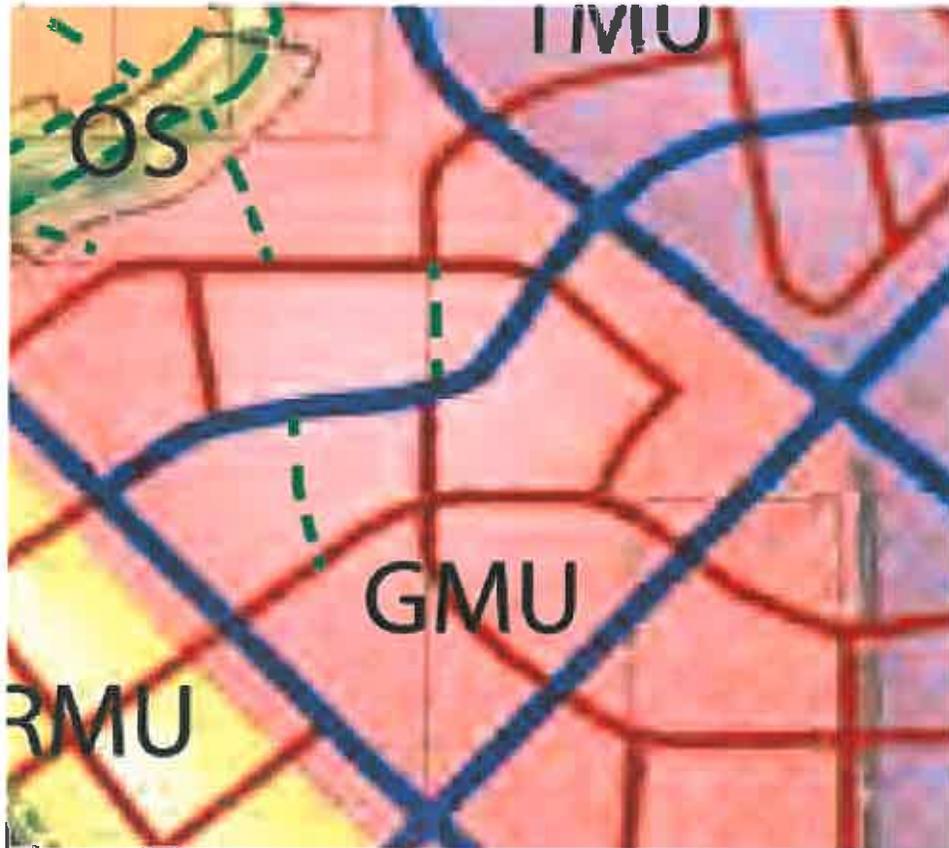
EXISTING REGULATING PLAN



PROPOSED CHANGES TO REGULATING PLAN



Existing Regulating Plan



Proposed Change to the Regulating Plan



FARMINGTON, UTAH

ORDINANCE NO. 2015 -

**AN ORDINANCE AMENDING THE REGULATING PLAN
SET FORTH IN CHAPTER 18 OF THE FARMINGTON
CITY ZONING ORDINANCE (ZT-3-15 & ZT-1-15).**

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 17th day of February, 2015.

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
February 17, 2015

PUBLIC HEARING: Chapter 18 Zone Text Changes – Standards Related to Rights-of-way Large Footprint Buildings, and other Related Standards

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. See staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

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

FARMINGTON CITY



H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: February 17, 2015

SUBJECT: **Chapter 18 Zone Text Changes—Standards Related to Rights-of-way, Large Footprint Buildings, and Other Related Standards (ZT-11-14).**

RECOMMENDATION

1. Hold a public hearing.
2. Move that the City Council approve the enclosed ordinance, as recommended by the Planning Commission on January 8, 2015, amending Sections 11-18-104(3)a. and (4), 11-18-110(b)(C), and 11-18-107(2)(e) ii. 17 the Zoning Ordinance regarding standards related to rights-of-way, large footprint buildings, and other related standards.

Findings:

1. Presently, the City may only obtain rights-of-way by dedication. The changes will increase flexibility for the property owner by permitting the City to also obtain rights-of-way by easement and also thereby allowing the underlying fee, including the maintenance thereof, to remain the responsibility of the owner.
2. Rights-of-way by easement will better enable the development (and possible redevelopment) of blocks occupied by large footprint buildings (and their accompanying parking areas), while at the same time helping to ensure adherence to form based codes and allowing the City to be a more essential participant in the event that such development and/or redevelopment process occurs in the future.
3. Easements may be used for multiple reasons, such as fire access, locations for public utilities, culinary water lines, etc.
4. Special provisions are currently in place to allow very limited parking at major intersections or at an intersection that is intended as a neighborhood town center. These types of intersections are often occupied by large retail commercial---or institutional uses---and these types of users most often exceed the footprint size of 20,000 s.f. as specified in the ordinance. Accordingly, the section regarding such buildings is expanded to include institutional uses, and larger foot print buildings of 45,000 square feet or more. This is more in keeping with the purpose of Chapter 18 since it is not necessary for smaller foot print buildings to deviate from the code because the mass and scale characteristics are different for smaller buildings.

5. The amendment clarifies large footprint buildings as “retail” commercial consistent with the standards therein as was originally intended when the section was enacted in 2008.

BACKGROUND

In December of 2014, Cabela’s announced plans for a new store to be located on property north of Park Lane and west of Station Parkway in the GMU (General Mixed Use) zone. Standards in Chapter 18 of the Zoning ordinance provide the regulatory framework for the type and manner of development in this zone. In preparation for the anticipated Cabela’s development plan, subdivision application, and possible Project Master Plan (PMP), staff recommends amendments to off-street parking standards in Section 11-18-110(b)(C) regarding corner lots, and to street network design and public space standards in Sections 11-18-104(3) and (4) specific to the regulating plan.

Section 11-18-107(2)(e) ii. 17 includes provisions for large footprint buildings. In a housekeeping item related to the new Cabela’s, it is also recommended that the Planning Commission further specify commercial uses set forth therein to mean “retail” commercial uses.

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2015 -

AN ORDINANCE AMENDING SECTIONS 11-18-104(3) and (4), 11-18-110(b)(C), and 11-18-107(2)(e)ii.17. OF THE FARMINGTON CITY ZONING ORDINANCE (ZT-11-14).

WHEREAS, the Planning Commission has held a public hearing in which the proposed text changes for Sections 11-18-104(3) and (4), 11-18-110(b)(C), and 11-18-107(2)(e)ii.17. 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. Sections 11-18-104(3) and (4), 11-18-110(b)(C), and 11-18-107(2)(e)ii.17. of the Farmington City Zoning Ordinance are hereby amended to read 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 17th day of February, 2015.

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

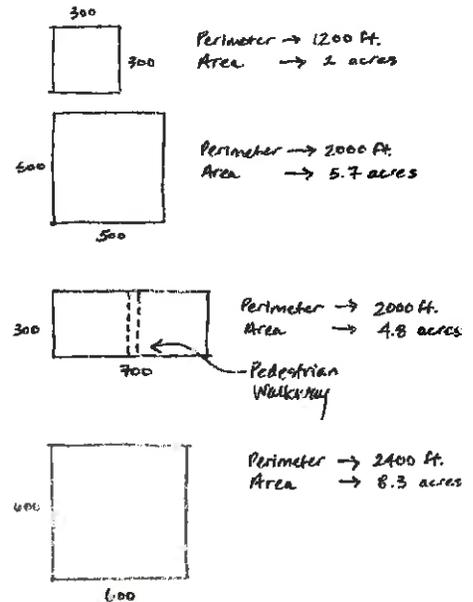
EXHIBIT "A"

11-18-104 Regulating Plan

(3) Street Network Design

The street network, street standards, and street type hierarchy form the basis of the Regulating Plan. The street network is designed to provide connectivity and adaptability throughout the mixed-use districts as the area develops over time. New development shall follow the street network design; however, if minor realignments are necessary due to environmental and/or physical conditions they will be evaluated during the Development Plan Review process. Major alternative alignments or flexibility with the street network design may be proposed through the Project Master Plan process, provided that the following provisions are met:

- a. **Maximum Block Size** – The maximum perimeter of any block may not exceed 2000 feet in the residential, general, and transit mixed-use districts, and 2400 feet in the open space and office mixed-use districts. Each block face may not exceed 600 feet. Block faces may be defined by any of the street types, including pedestrian walkways that are dedicated public rights of way **or easements**, with the exception of alleys. However, if a pedestrian walkway is used to define a block of the maximum size then the right of way for the walkway must be equal to that of the neighborhood (local) road.



(4) Public Space Standards

Each street type shall have a dedicated right of way **or easement** that is considered to be public space. This right of way is measured from back of curb to back of curb. Table 18.1, Street Standards, shall dictate the use of the space between the curbs. Street standards follow the general guidelines of existing Farmington City street standards. Additional standards, outlined in Table 18.2, Side Treatment Standards, shall dictate the use and width of the space from the back of the curb, on which a public access easement will be placed if not part of the public right of way. The City may make adjustments to street standards and side treatment standards herein as set forth in Chapter 7 of this title and Section 12-8-100 of Title 12. Such adjustments should provide continuity and be consistently applied where possible along the entire length of a given street.

Intersections shall be designed for pedestrian safety through the use of bulb-outs that narrow the crossing distance of the street. Bulb-outs shall extend into the roadway the depth of the curb, gutter, and parking lane (when present) collectively.

11-18-110(b)(C)

- (C) For a corner lot at any intersection, the building shall be located at the corner of the lot adjacent to the intersection. For corner lots at a major intersection ~~or~~ an intersection that is intended as a neighborhood town center, **or a corner that is the location of an institutional building, or a large footprint building as set forth in this chapter with a footprint greater than 45,000 square feet**, the cumulative total of both frontages occupied by parking shall be no more than 25% or ~~6~~**80** feet, whichever is less. Frontage used as a driveway access only is not counted in the above total.

11-18-107(2)(e) ii. 17.

Large Footprint Buildings

17. **Retail c**Commercial buildings with a footprint greater than 20,000 square feet may be approved through the development review process. Such buildings must meet the regulations of this code with the following exceptions:
- a. Buildings are exempt from maximum lot width/size requirements; however, building footprints may not be larger than a single block. Block size is guided by the regulating plan and its associated design criteria detailed in Section 11-18-104. A development parcel may contain more than one block.
 - b. Each building shall orient to a public right of way.
 - c. In all districts except the TMU district, entrance interval criteria may be adjusted provided other entrance criteria in the Building Design Criteria section are met.
 - d. In the office and general mixed-use districts, street level fenestration requirements may be applied to only 75 percent of the primary façade and will be evaluated during the development plan review process for compatibility with the overall intents and purposes of the district.
 - e. In the TMU district, to meet façade requirements in regard to entrances and fenestration, large footprint buildings may be wrapped in a liner of smaller buildings with doors and windows that face the street. The depth of these liner buildings shall be a minimum of twenty (20) feet.

- f. Detailing at intervals of 25 to 30 feet shall be provided to break up expanses of blank walls with no openings. Additionally, walls with no openings shall be setback from the public right of way a minimum of 15 feet and buffered with landscaping. Landscaping shall include trees spaced at 30 feet intervals and at least one row of additional plants and/or shrubs.

CITY COUNCIL AGENDA

For Council Meeting:
February 17, 2015

PUBLIC HEARING: Changes to Chapters 1, 2, 3, and 6 of the Subdivision Ordinance

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Move that the City Council approve the enclosed ordinance, as recommended by the Planning Commission on January 22, 2015, amending Chapters 1, 2, 3, and 6 of the Subdivision Ordinance regarding the approval process for major subdivisions and related chapters where necessary.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: February 17, 2015

SUBJECT: **Changes to Chapters 1, 2, 3, and 6 of the Subdivision Ordinance (ZT-9-14)**

RECOMMENDATION

1. Hold a public hearing.
2. Move that the City Council approve the enclosed ordinance, as recommended by the Planning Commission on January 22, 2015, amending Chapters 1, 2, 3, and 6 of the Subdivision Ordinance regarding the approval process for major subdivisions and related chapters where necessary.

BACKGROUND

The need for this text change arose because of an appeal by an applicant of a preliminary plat decision made by the Planning Commission that went to the City Council. When it was called to the City's attention that an appeal can't be made to the land use authority (i.e. the City Council is both the land use authority *and* the appeal body under the current ordinance), our City Attorney recommended that we alter the subdivision ordinance as it relates to the subdivision approval process.

At the Planning Commission meeting on November 13th the City Attorney was on hand to discuss the pending changes and to help the Commission craft a subdivision ordinance text change that would resolve the issues raised above as completely as possible.

The following is a summary of those changes:

Schematic Plan

*Planning Commission Recommends (Public Hearing)
City Council Approves/Denies*

Preliminary Plat

Planning Commission Recommends

*City Council Approves/Denies (Public Hearing)
Appeals to District Court*

Final Plat

*Planning Commission Approves/Denies
Appeals to City Council then to District Court*

The Planning Commission voted to table this item to give staff time to make the recommended changes and allow the Commission the opportunity to take one last look before moving it onto City Council. However, the Commission tabled the item again on December 11, 2014 to further review this at an upcoming meeting with the City Council.

At the January 6th joint Planning Commission/City Council meeting, the Planning Commission arrived at another alternative plan that was discussed with the City Attorney. The following is a summary of those proposed changes:

Schematic Plan

*Planning Commission Recommends (Public Hearing)
City Council Approves/Denies (Public Hearing)*

Preliminary Plat

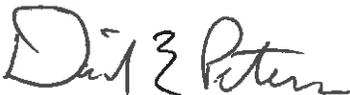
*Planning Commission Approves/Denies (possible Public Hearing if it meets criteria listed in 12-6-060, or the plan must be considered again via the schematic plan review process.)
Appeals to City Council then to District Court*

Final Plat

*Planning Commission Approves/Denies
Appeals to City Council then to District Court*

The proposed changes would remove the City Council from any involvement at Preliminary Plat (where vesting occurs) and Final Plat (as the land use authority) making for a cleaner appeal process. The public hearings would all occur at schematic plan, where they currently do. Staff was asked to create a "metric" at preliminary plat that would determine if this step would be public or not, or go back through the schematic plan process. Under the direction of the Planning Commission, criteria were added to the preliminary plat process, in Section 12-6-060, as set forth in the enclosed ordinance.

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2015 -

AN ORDINANCE AMENDING SECTIONS 12-1-060, 12-1-070, 12-2-020, 12-6-060, 12-6-090, 12-6-140, 12-6-150, 12-6-160, 12-6-170, 12-6-080, 12-6-190, and 12-6-190, OF THE FARMINGTON CITY SUBDIVISION ORDINANCES (ZT-9-14).

WHEREAS, the Planning Commission has held a public hearing in which the proposed text changes for Sections 12-1-060, 12-1-070, 12-2-020, 12-6-060, 12-6-090, 12-6-140, 12-6-150, 12-6-160, 12-6-170, 12-6-080, 12-6-190, and 12-6-190, of the Farmington City Subdivision 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. Sections 12-1-060, 12-1-070, 12-2-020, 12-6-060, 12-6-090, 12-6-140, 12-6-150, 12-6-160, 12-6-170, 12-6-080, 12-6-190, and 12-6-190, of the Farmington City Subdivision Ordinance are hereby amended to read 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 17th day of February, 2015.

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

EXHIBIT "A"

CHAPTER 1

GENERAL PROVISIONS

12-1-060 General Responsibilities.

(1) Subdivider. The Subdivider shall prepare a plat consistent with the standards contained herein and shall pay for the design and inspection of the public improvements required. The City shall process said plats in accordance with the regulations set forth herein. The Subdivider shall not alter the terrain or remove any vegetation from the proposed subdivision site or engage in any site development until the necessary approvals as outlined herein have been obtained.

(2) Planning Department. The Planning Department shall review the plats for design; for conformity to the Master Plan and to the Zoning Ordinance; for the environmental quality of the subdivision design; and shall process the subdivision plats and reports as provided for in this Title.

(3) Other Agencies. Plats of proposed subdivisions may be referred by the Planning Department to such City departments and special districts, governmental boards, bureaus, utility companies, and other agencies which will provide public and private facilities and services to the subdivision for their information and comment. The Planning Department shall decide which agencies to refer proposed subdivision plats to. Subdividers shall be responsible for distributing plans to and coordinating the comments received from all public and private entities.

(4) Public Works and Engineer. The Public Works Department and City Engineer shall make comments as to engineering requirements for street widths, grades, alignments, and flood control, whether the proposed public improvements are consistent with this Title and other applicable ordinances and shall be responsible for the inspection and approval of all construction of public improvements. Street layout and overall circulation shall be coordinated with transportation planning in the Planning Department.

(1) Planning Commission. The Planning Commission shall act as an advisory agency to the City Council **as set forth herein**. It is charged with making investigations, reports and recommendations on proposed subdivisions as to their conformance to the Master Plan and Zoning Ordinance, and other pertinent documents. The Planning Commission shall recommend approval, approval with conditions, or disapproval **of schematic plans, and minor plats** ~~of the final plat~~ to the City Council. **The Planning Commission has final jurisdiction in the approval of subdivisions by metes and bounds, preliminary plats, and final subdivision plats.**

(6) City Attorney. The City Attorney shall verify, prior to recordation of a plat, that the form of the final plat is correct and acceptable, that the Subdivider dedicating land for use of

the public is the owner of record, and that the land is free and clear of unacceptable encumbrances according to the title report submitted by the Subdivider.

(7) City Manager. The City Manager acts as liaison between the Planning Commission, Planning Department staff, and the City Council. Prior to preliminary approval for a subdivision, the City Manager may review the proposed plat and receive written comments from the City Council on the plat. The comments may then be forwarded to the Planning Commission for evaluation. Upon final approval by the Planning Commission, the plat will be sent to the City Manager who will present it to the City Council.

(8) City Council. The City Council has final jurisdiction in the approval of **schematic plans, and minor** subdivision plats, the establishment of requirements and design standards for public improvements, and the acceptance of lands and public improvements that may be proposed for dedication, and shall consider appeals regarding the administration of the subdivision ordinance as provided herein.

12-1-070 Appeal of Planning Commission Decisions.

(1) City Council. Appeal may be made to the City Council from any decision, determination or requirement of the Planning Commission under this Title by filing with the City Recorder a notice thereof in writing within fifteen (15) days after such decision, determination or requirement is made. Such notice shall set forth in detail the action and grounds upon which the Subdivider, or other interested person, deems himself or herself aggrieved. **In the event of an appeal, application deadlines set forth in this title shall be extended to incorporate the time necessary to hear and consider such appeals.**

(2) Hearing. The City Recorder shall set the appeal for hearing before the City Council to be held within a reasonable time from the date of receipt of the appeal. Such hearing may, for good cause, be continued by order of the City Council. The appellant shall be notified of the appeal hearing date at least seven (7) days prior to the hearing. After hearing the appeal, the City Council may affirm, modify, or overrule the decision, determination or requirement appealed and enter any such order or orders as are in harmony with the spirit and purpose of this Title. The filing of an appeal shall stay all proceedings and actions in furtherance of the matter appealed, pending a decision of the City Council.

CHAPTER 2

CONTROL AND APPLICATION

12-2-020 Required Plat Approval.

No plat of any subdivision shall be recorded in the County Recorder's Office until it has been submitted and approved as provided herein ~~and unless a recommendation has been received from the Planning Commission and it has been approved by the City Council~~ **by the Planning**

Commission, or the City Council in the case of minor plats, and such approvals are entered in writing on the plat by the Mayor and Chair of the Planning Commission. A plat shall not be approved if such plat is in conflict with any provision or portion of the General Plan, Major Street Plan, Zoning Ordinance, this Title, or any other State law or City ordinance.

CHAPTER 6

MAJOR SUBDIVISIONS

~~12-6-150 City Council Action.~~ **Disapproval by the Planning Commission.**

~~12-6-160 Disapproval by the Planning Commission.~~ **Security Bond - Subdivider.**

~~12-6-170 Security Bond - Subdivider.~~ **Delay Agreement.**

~~12-6-180 Delay Agreement.~~ **Recording of Plat.**

~~12-6-190 Recording of Plat.~~ **Expiration of Final Approval.**

~~12-6-200 Expiration of Final Approval.~~

12-6-060 Planning Commission Action.

Within a reasonable time after the filing of a preliminary plat of a subdivision and any other information required, the Planning Commission shall act thereon. If the Planning Commission finds that the proposed plat complies with the requirements of this Chapter and that it is satisfied with the plat of the subdivision, it shall approve, or approve with conditions, the plat. If the Planning Commission finds that the proposed plat does not meet the requirements of this Title or other applicable ordinances, it shall deny approval of such plat.

The Planning Commission may approve or deny the preliminary plat and shall make findings regarding the submitted plat, specifying any inadequacy in the information submitted, non-compliance with City regulations, inconsistencies with the schematic plan, and the need for any additional information which may assist the Planning Commission to evaluate the preliminary plat and in making a final determination.

Upon receipt of the preliminary plat, the Planning Commission shall also examine the plat to determine whether the plat is consistent with the concepts set forth in the approved schematic plan and with all changes requested and all requirements imposed as conditions of acceptance. In the event that the Preliminary Plat has been altered substantially from the approved schematic plan, at the discretion of the Planning Commission Chair, with the recommendation of the Planning Department, the Planning Commission Chair may suspend its Planning Commission review of the preliminary plat and require that the subdivider resubmit the plan subject to the schematic plan review process, or require a public hearing in its as part of the Commission's consideration of preliminary plat. The Chair may also defer such decisions related to schematic plan resubmittal and/or preliminary plat review to the Planning Commission for its approval. Any such

public hearing in consideration of a Preliminary Plat shall meet the notice requirements of Section 12-3-050.

The Planning Commission shall determine whether a proposed modification to an approved schematic plan is a “substantial” change. Alterations of the following types shall define a substantial change:

- 1- A significant change to the roadway alignment or configuration;
- 2- Significant changes to lot areas or ~~the lot configuration and/or the amount of open space provided;~~
- 3- ~~Any change~~ increase to the number of lots;
- 4- Any change to the configuration and amount of open space required;
- 5- A significant change to culinary water, sanitary sewer, or storm drain plans related to the application;
- 6- Any deviation from the approved schematic plan as determined by the provisions set forth in this Title.
- 7- A modification of any other aspect of the schematic plan that would significantly change its character.

12-6-090 Final Plat - Purpose.

The purpose of the final plat is to require formal approval by the Planning Commission ~~and City Council~~ before a major subdivision plat is recorded. The final plat and all information and procedures relating thereto shall in all respects be in compliance with the provisions of this Title. The final plat and improvement plans submitted shall conform in all respects to those regulations and requirements specified during the preliminary plat procedure. Pursuant to Section 10-9-805, Utah Code Annotated, 1953 as amended, the ~~City Council~~ **Planning Commission** designates the ~~Mayor~~ **Planning Commission Chair** as its agent to sign final subdivision plats. The ~~Mayor~~ **Planning Commission Chair** shall not sign any final plat until such plat has been approved by the Planning Commission ~~and the City Council~~ in accordance with the provisions set forth herein.

12-6-140 Planning Commission Action.

(1) The Planning Commission shall not be bound by the recommendations of the City Departments or the City Manager, and may set its own conditions and requirements consistent with this Title.

(2) Upon receipt of the final plat, the Planning Commission shall examine the plat to determine whether the plat conforms with the preliminary plat and with all changes requested and all requirements imposed as conditions of acceptance. If the Planning Commission determines that the plat is in conformity with the preliminary plat, the requirements of this Title, other applicable ordinances and

any reasonable conditions as recommended by the City departments, City Manager or on its own initiative, and that it is satisfied with such plat of the subdivision, it shall approve the plat.

12-6-150 Disapproval by the Planning Commission.

If the Planning Commission determines that the final plat is not in conformity with this Title or other applicable ordinances, or any reasonable conditions imposed, it shall disapprove the plat specifying the reasons for such disapproval. Within one (1) year after the Planning Commission has disapproved any plat, the Subdivider may file with the Planning Department a plat altered to meet the requirements of the Planning Commission. No plat shall have any force or effect until the same has been approved by the Planning Commission.

~~**12-6-140 Planning Commission Action.**~~

~~Upon receipt of the final plat, the Planning Commission shall examine the plat to determine whether the plat conforms with the preliminary plat and with all changes requested and all requirements imposed as conditions of acceptance. If the Planning Commission determines that the plat is in conformity therewith, it shall recommend approval of the plat. If the Planning Commission determines that the final plat does not fully conform to the preliminary plat as approved, it shall advise the Subdivider of the changes or additions that must be made for approval. After the plat is approved by the Planning Commission, the Subdivider shall be responsible for notifying the Planning Department when the application is ready to go to the City Council for final plat approval. If such notification is not given within twelve (12) months from the date of final approval by the Planning Commission, such approval shall be null and void. This time period may be extended for up to twelve (12) months for good cause shown if the Subdivider petitions the Planning Commission for an extension prior to the expiration date. Only one (1) extension may be granted.~~

~~**12-6-150 City Council Action.**~~

~~(1) The City Council shall not be bound by the recommendations of the City Departments, the Planning Commission or the City Manager, and may set its own conditions and requirements consistent with this Title.~~

~~(2) Within a reasonable time following the approval of the final plat by the Planning Commission and receipt of the same from the Planning Department upon notification from the Subdivider, the City Council shall consider the plat. If the City Council determines that the plat is in conformity with the requirements of this Title, other applicable ordinances and any reasonable conditions as recommended by the City departments, Planning Commission, City Manager or~~

~~on its own initiative, and that it is satisfied with such plat of the subdivision, it shall approve the plat.~~

~~12-6-160 Disapproval by the City Council.~~

~~If the City Council determines that the plat is not in conformity with this Title or other applicable ordinances, or any reasonable conditions imposed, it shall disapprove the plat specifying the reasons for such disapproval. Within one (1) year after the City Council has disapproved any plat, the Subdivider may file with the Planning Department a plat altered to meet the requirements of the City Council. No plat shall have any force or effect until the same has been approved by the City Council.~~

~~12-6-170~~ **12-6-160 Security Bond - Subdivider.**

Prior to the installation of or any work on any required public improvements, the Subdivider shall enter into a security bond agreement acceptable to the City to insure completion of all public improvements required to be installed in the subdivision. The bond agreement shall be in a form and contain such provisions as approved by the City Attorney. The bond agreement shall include, but not be limited to, the following:

(a) Incorporation by reference of the final plat and all accompanying data required herein which is used to compute the cost of the improvements by the City Engineer;

(b) Completion of the improvements within a period of time not to exceed two (2) years from the date the bond agreement is executed;

(c) The improvements shall be completed to the satisfaction of the City and according to City standards, as established by the City Engineer and as specified in Chapter 8 of this Title;

(d) The bond amount shall be equal to one hundred twenty percent (120%) of the City Engineer's estimated cost of the public improvements to be installed;

(e) The City shall have exclusive control over the bond proceeds and they may be released only upon written approval of the City Manager;

(f) The bond proceeds may be reduced upon request of the Subdivider as the improvements are installed. The amount of the reduction shall be determined by the City. Such requests may be made only once every thirty (30) days and no reductions shall be authorized until such time as the City has inspected the improvements and found them to be in compliance with City standards. All reductions shall be by the written authorization of the City Manager;

(g) If the bond proceeds are inadequate to pay the cost of the completion of the improvements according to City standards for whatever reason, including previous reductions, the Subdivider shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until the improvements are completed or, with City Council approval, a new bond, satisfactory to the City, has been executed and delivered to the City to insure completion of the remaining improvements;

(h) If, upon written demand by the City after expiration of the time period, bond proceeds are not transferred to the City within thirty (30) days, the City's costs of obtaining the proceeds, including attorney's fees and court costs, shall be deducted from the bond proceeds;

(i) Upon receipt of the bond proceeds, after the expiration of the time period, the costs of completion shall include reimbursement to the City for the costs of administration incurred by the City in obtaining the completion of the improvements;

(j) The Subdivider shall agree to hold the City harmless from any and all liability which may arise as a result of the improvements which are installed until such time as the City certifies the improvements as complete;

(k) The bond agreement shall be one of the following types as dictated by the City:

(i) A Cash Bond Agreement accompanied by a cashier's check or a money market certificate made payable only to the City;

(ii) An Escrow Bond Agreement and an escrow account with a financial institution Federally insured; or

(iii) A Letter of Credit Bond Agreement accompanied by an irrevocable letter of credit with a financial institution Federally insured.

(l) The City reserves the right to reject any bond. The bonds required by this Section are for the sole benefit of the City. The bonds are not for the benefit of any individual citizen or identifiable class of citizens, including the owners or purchasers of lots within the subdivision or project;

(m) The time period for the completion of the required public improvements may be extended in the following manner upon approval of the City Council;

(i) The Subdivider may submit a new bond for approval.

(ii) The existing bond may be extended upon payment, by the Subdivider, of the actual administrative costs incurred in reevaluating the sufficiency of the bond amount.

~~12-6-180~~ 12-6-170 Delay Agreement.

In lieu of the bond requirements outlined above, at the City's sole option, the Subdivider may be permitted to execute an agreement, in a form acceptable to the City Attorney, delaying the installation of any or all of the public improvements required pursuant to this Title.

~~12-6-190~~ 12-6-180 Recording of Plat.

After ~~City Council~~ **Planning Commission** approval, completion of the required public improvements or filing of the bond agreement described herein, and signing of the plat by the **Planning Commission Chair and the Mayor**, the plat shall be presented by the City Recorder to the Davis County Recorder for recordation.

~~12-6-200~~ 12-6-190 Expiration of Final Approval.

If the plat is not recorded within six (6) months from the date of ~~City Council~~ **Planning Commission** approval, such approval shall be null and void. This time period may be extended for additional six (6) month periods by the City Manager. The Subdivider must petition for an extension, prior to the expiration of the original six (6) months, or an extension previously granted. An extension may be granted only if it is determined that it will not be detrimental to the City. If any of the fees charged as a condition of subdivision approval, including but not limited to, inspection fees, parks fee, flood control fees, as well as the amounts the City uses to estimate bonds to insure completion of improvements, have increased, the City Manager may require that the bond estimate be recalculated and that the Subdivider pay any applicable fee increases as a condition of granting the extension.

CITY COUNCIL AGENDA

For Council Meeting:
February 17, 2015

PUBLIC HEARING: BOA Zone Text Change, OTR Sign Text Change, or Rezone
from OTR to R-4

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Move that the City Council approve the enclosed ordinance, as recommended by the Planning Commission on January 22, 2015, amending Section 15-5-101 of the Sign Ordinance as set forth therein.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: February 17, 2015

SUBJECT: **BOA Zone Text Change, OTR Sign Text Change, or Rezone from OTR to R-4**

RECOMMENDATION

1. Hold a public hearing.
2. Move that the City Council approve the enclosed ordinance, as recommended by the Planning Commission on January 22, 2015, amending Section 15-5-101 of the Sign Ordinance as set forth therein.

Findings:

1. Regarding Mr. Fadel's insurance sign, the proposed sign is smaller than the existing sign, and that sign has been in place for over thirty years.
2. The structural alteration conforms to the Declaration of Purpose of the Zoning Ordinance (11-1-102) by stabilizing and preserving property values, encouraging the expansion of the tax base, and by fostering the City's industries and encouraging the development of an attractive and beautiful community.
3. The structural alteration conforms to the declared purpose of the General Plan by improving the physical environment of the community as a setting for human activities, and promoting the public interest of the community as a whole, because this is a Farmington business that has been a pillar of the community for three decades.
4. Updates to agriculture and residential zone designations are long over due.

Other Motions Considered, but Not Recommended by the Planning Commission:

A. Amend Section 11-5-107(a) of the Zoning Ordinance as follows:

- (a) Determinations of Nonconforming Buildings, Structures, and Uses - All matters regarding the nonconforming use of buildings, structures, and land, including nonconforming signs (except that expanding one non-

conforming sign type to another nonconforming sign type is expressly prohibited), shall be determined by the Board of Adjustment except as otherwise provided herein. Upon application, and after a public hearing on the matter, the Board shall determine if the use or building is nonconforming in respect to the provisions of this Title. The Zoning Administrator may determine routine and uncontested requests to verify nonconforming uses as provided in Section 11-5-105 of this chapter and according to rules adopted by the Board.

[NOTE: this motion is not recommended by staff. It may require that the City strike or delete significant provisions set forth in Chapter 6 of the Sign Ordinance regarding non-conforming signs (see attached text), and staff, nor the Commission, has taken the time to adequately study the ramifications of such changes]

B. Rezone only that portion of the Cal Fadel property which includes the sign as shown on the attached illustration.

Findings: In addition to the findings above, a small area rezone such as this will not allow for larger R-4 uses to occur on this property, and therefore not result in any additional new impacts to the neighborhood; and one may interpret that it is consistent with the future land use map of the General Plan (see enclosed).

C. Adhere to all the standards in Chapter 6 of the Sign Ordinance, thereby denying any action which may result in a new sign.

BACKGROUND

Non-conforming Use In OTR Zone and the Board of Adjustment Meeting: Since 1982, Cal Fadel has owned a State Farm Insurance business/office at 184 West State Street in the OTR zone. At one time, this property was zoned C2 (Commercial) and then was rezoned to BR (Business Residential) in 1994. When the City Council rezoned the property in 2003 to residential, the office and sign became non-conforming uses because professional offices are not allowed in this zone.

Section 11-2-020(67) defines a non-conforming use as: “a use which lawfully occupied a building or land at the time this Ordinance became effective, which does not conform to all the height, area, and yard regulations prescribed in the zone in which it is located.”

Now, because Mr. Fadel is a franchisee, the insurance company he represents is requiring new signs with a new logo. He would like to also move the sign a few feet so it is more visible from State Street. As set forth in Section 11-5-107(a) of the Zoning Ordinance:

“All matters regarding the nonconforming use of buildings and land shall be determined by the Board of Adjustment [BOA] except as otherwise provided herein”.

On November 10, 2014, the BOA considered and denied Mr. Fadel's request for a new sign and found, among other things, that his application did not meet, Section 15-6-102 of the Sign Ordinance, which states in part:

"A nonconforming sign shall be properly maintained in accordance with provisions of this Title. A sign shall not be modified in any way except to bring it into conformity with all provisions of this Title. For the purpose of this Title, modification includes:

1. *A change to a nonconforming sign;*
2. *Any modification resulting in an increase in height or a change to the outside dimensions of the sign cabinet; ...*
3. *Moving, replacing at the same location, or relocating a nonconforming sign."*

Nevertheless, the BOA was encouraged when city staff suggested that they could propose a text change to the sign ordinance to allow monument signs for nonconforming offices in the OTR zone.

Planning Commission Meeting, December 11, 2015:

Staff presented proposed changes to the Sign Ordinance to the Commission which would allow monument signs in the OTR zone for nonconforming professional office uses in this zone. The Commission tabled action to allow staff time to explore changes to the powers of the BOA in Chapter 5 of the Zoning Ordinance regarding nonconforming signs.

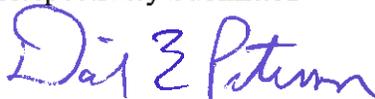
Other:

Moreover, it has been years since the City updated Section 12-5-101 of the Sign Ordinance. The City created the AA zone and changed the residential zone designations in 1999, and the OTR zone was established in 2001 and 2003. The City should update the Sign Ordinance accordingly.

SUPPLEMENTARY INFORMATION

1. Enabling Ordinance
2. Vicinity/Aerial Map.
3. General Land Use Plan Map.
4. Proposed Rezone Illustration.
5. Materials from BOA meetings, including letter of explanation from Cal Fadel, sign/Site Plan information, and Chapter 6 of the Sign Ordinance—"Nonconforming Signs".

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2015 -

**AN ORDINANCE AMENDING SECTION 15-5-101 OF THE
FARMINGTON CITY SIGN ORDINANCE (ZT-2-15).**

WHEREAS, the Planning Commission has held a public hearing in which the proposed text changes for Section 15-5-101 of the Farmington City Sign 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. Sections 15-5-101 of the Farmington City Sign Ordinance is hereby amended to read 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 17th day of February, 2015.

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

EXHIBIT A

CHAPTER 5

ZONING STANDARDS FOR SIGNS

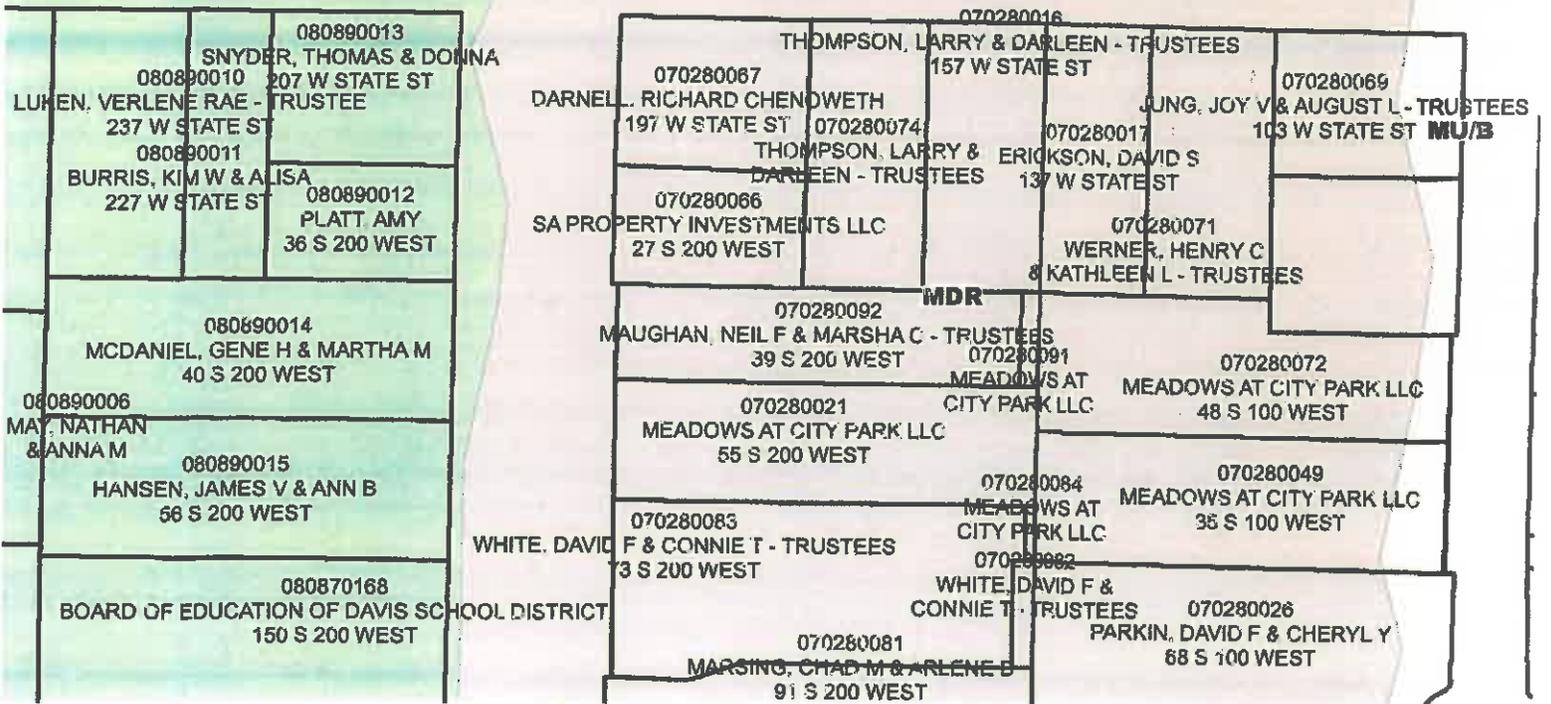
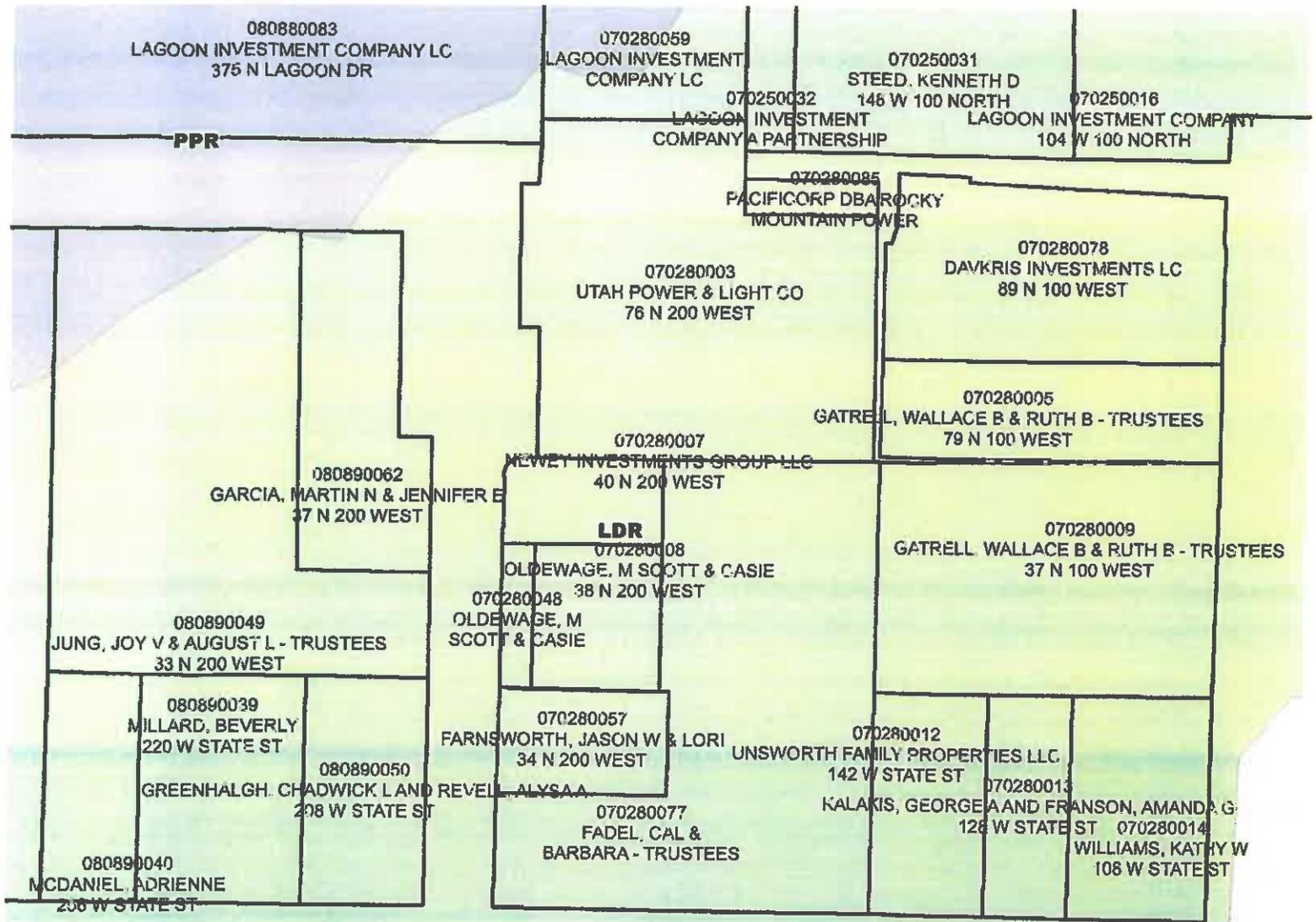
SECTION 12-5-101 AGRICULTURAL AND RESIDENTIAL ZONES

Signs in Agricultural Districts ~~A and~~, AE, **and AA**, and Residential Districts ~~R-S-20, R-S, R-1-8~~ **R, LR, S, LS, OTR**, R-2, R-4, and R-8 are subject to all standards set forth in this Title and to the following additional standards:

- (1) Only the following signs are permitted in Agricultural and Residential Districts:
 - (a) Monument Signs;
 - (b) Nameplate Signs;
 - (c) Open House Signs
 - (d) Political Signs;
 - (e) Project Identification Signs;
 - (f) Property Signs;
 - (g) Temporary Signs advertising garage or yard sales, craft boutiques, or sale of fruits and vegetables during the normal harvest season.
- (2) Apartment developments, condominium projects, and residential subdivisions may have one Project Identification Sign indicating only the name of the development. Such signs shall be either wall or monument signs and shall be not more than 32 square feet in size;
- (3) One Nameplate may used for each dwelling unit. No permanent signs other than nameplates are permitted on individual lots;
- (4) One Monument or Wall Sign, not to exceed 32 square feet, may be permitted in conjunction with a public use, quasi-public use, or public utility installation;
- (5) One Monument or Wall Sign, not to exceed ~~32~~ **16** square feet, **may be permitted in an R-4 or R-8 zone** for a day-care center or professional office ~~in an R-4 or R-8 zone~~;
- (6) **One Monument Sign, not to exceed 16 square feet, may be permitted for a nonconforming professional office in the OTR zone;**
- (67) Temporary Signs advertising sale of fruits and vegetables during the normal harvest season shall not exceed a total of 32 square feet for all signs on the premises;
- (78) Temporary home occupations, such as garage or yard sales or craft boutiques, may have a maximum of one temporary on-premise sign and two temporary off-premise signs for each event. Each sign shall not exceed six square feet in area. The number of events on an individual residential lot shall not exceed four in any calendar year.
- (89) No on-premise sign shall be located closer than 10 feet to any property line.

Farmington City





General Land Use Plan Map

060880063
LAGOON INVESTMENT COMPANY LC
375 N LAGOON DR

C-H

070280059
LAGOON INVESTMENT
COMPANY LC

070250031
STEED, KENNETH D
148 W 100 NORTH

070250016
LAGOON INVESTMENT COMPANY
104 W 100 NORTH

070250032
LAGOON INVESTMENT
COMPANY A PARTNERSHIP

070280085
PACIFICORP DBA ROCKY
MOUNTAIN POWER

070280003
UTAH POWER & LIGHT CO
76 N 200 WEST

070280078
DAVKRIS INVESTMENTS LC
89 N 100 WEST

070280005
GATRELL WALLACE B & RUTH B - TRUSTEES
79 N 100 WEST

070280007
NEWLEY INVESTMENTS GROUP LLC
40 N 200 WEST

080890062
GARCIA, MARTIN N & JENNIFER B
37 N 200 WEST

OTR

070280008
OLDEWAGE, M SCOTT & CASIE
38 N 200 WEST

070280009
GATRELL WALLACE B & RUTH B - TRUSTEES
37 N 100 WEST

080890049
JUNG, JOY V & AUGUST L - TRUSTEES
33 N 200 WEST

070280048
OLDEWAGE, M
SCOTT & CASIE

070280057
FARNSWORTH, JASON W & LORI
34 N 200 WEST

070280012
UNSWORTH FAMILY PROPERTIES LLC
142 W STATE ST

080890039
MILLARD, BEVERLY
220 W STATE ST

080890050
GREENHALGH, CHADWICK LAND REVELL, ALYSAA
208 W STATE ST

070280013
KALAKIS, GEORGE A AND FRANSON, AMANDA G
128 W STATE ST
070280014
WILLIAMS, KATHY W
108 W STATE ST

080890040
MCDANIEL, ADRIENNE
255 W STATE ST

Reszone to R-4

080890010
LUKEN, VERLENE RAE - TRUSTEE
237 W STATE ST

080890013
SNYDER, THOMAS & DONNA
207 W STATE ST

070280016
THOMPSON, LARRY & DARLEEN - TRUSTEES
157 W STATE ST

070280067
DARNELL, RICHARD CHENDWETH
197 W STATE ST

070280069
JUNG, JOY V & AUGUST L - TRUSTEES
103 W STATE ST

080890011
BURRIS, KIM W & ALISA
227 W STATE ST

080890012
PLATT, AMY
36 S 200 WEST

070280074
THOMPSON, LARRY & DARLEEN - TRUSTEES
137 W STATE ST

070280066
SA PROPERTY INVESTMENTS LLC
27 S 200 WEST

070280017
ERICKSON, DAVID S
137 W STATE ST

070280071
WERNER, HENRY C
& KATHLEEN L - TRUSTEES

080890014
MCDANIEL, GENE H & MARTHA M
40 S 200 WEST

070280092
MAUGHAN, NEIL F & MARSHA C - TRUSTEES
39 S 200 WEST

070280072
MEADOWS AT CITY PARK LLC
48 S 100 WEST

080890006
MAY, NATHAN
& ANNA M

080890015
HANSEN, JAMES V & ANN B
56 S 200 WEST

070280021
MEADOWS AT CITY PARK LLC
55 S 200 WEST

R-4(PUD)

070280084
MEADOWS AT CITY PARK LLC
35 S 100 WEST

080870168
BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT
150 S 200 WEST

070280083
WHITE, DAVID F & CONNIE T - TRUSTEES
3 S 200 WEST

070280026
PARKIN, DAVID F & CHERYL Y
58 S 100 WEST

070280081
MARSING, CHAD M & ARLENE B
91 S 200 WEST





Cal Fadel
Cal Fadel Insurance Agency Inc.
184 West State Street
Farmington, Ut 84025
Tel 801.451.7156
Fax 801.451.7160
cfadel@farmersagent.com

11/29/2014

To the Board of Adjustments

In 1981 we purchased this property because it was the perfect location for my new Farmers Insurance Office. The zoning at that time included both commercial and different types of residential.

Our original idea was to open our office, which we did in 1982, then temporarily live in the rest of the building until we could afford to purchase a home here in Farmington. As time went on our remodeling continued. By 1986 we had fallen in love with our Historic Farmington home and decided to keep the office space the same size as it was and start our home expansion projects. This is where we wanted to stay and being able to have our of home and office together was the perfect situation for Barbara and I.

Our Farmers Insurance sign was installed even before our office was officially open for business in 1982. That sign is the same sign in place today. This sign has served our needs for all these years and still would have, had not two significant things happened making it necessary for me to change my sign.

First is the work UDOT recently finished improving the intersection of 200 West and State Street. The new pole holding the traffic lights is now in front of my existing sign. This makes it very hard for those traveling North on 200 West to see.

Second is the fact that Farmers Insurance Corporate Office has given us a deadline to replace our old sign with a new one showing the new Farmers logo and being compliant with the Farmers design standards.

Wanting to make sure I was complying with all of Farmington City's rules, ordinances and regulations I contacted the city before putting up my sign. I'm sure glad I did. Prior to this I had no idea about zoning changes, non-compliant signs or any thing else standing in the way of simply replacing a sign. I guess a lot of things can change in 32 years.

I have been working with Ken Klinker over the last couple of weeks. Ken has my renderings of the changes in design and location I am requesting. If you would like to see them prior to our meeting, please contact Ken or I can deliver copies to you. I would like to acknowledge and thank Ken for all of his help leading me through this process.

The basics of the changes are as follows:

1. Replace the existing 3'X5' 15 sq. ft. 50" tall sign with a 2'X6' 12 sq. ft. 40" tall sign.
2. To be seen properly I will need to move the sign from it's existing spot. I would like to move it approximately 2' to the East and 3' to the South within the same garden area it is now.

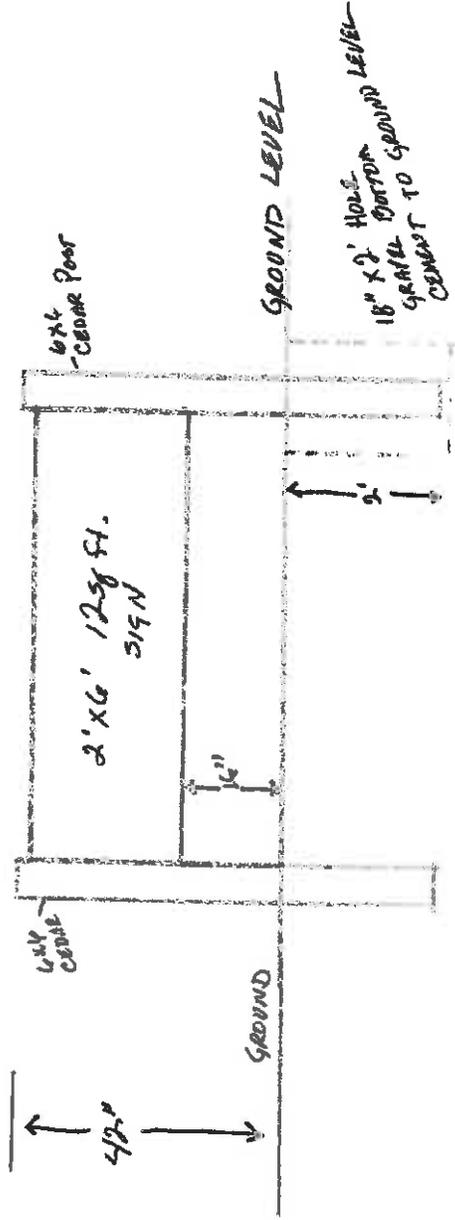
All of these changes are of course preliminary and can easily be changed to comply with city codes.

All the areas around the UDOT changes and the garden area of the sign will then be newly landscaped.

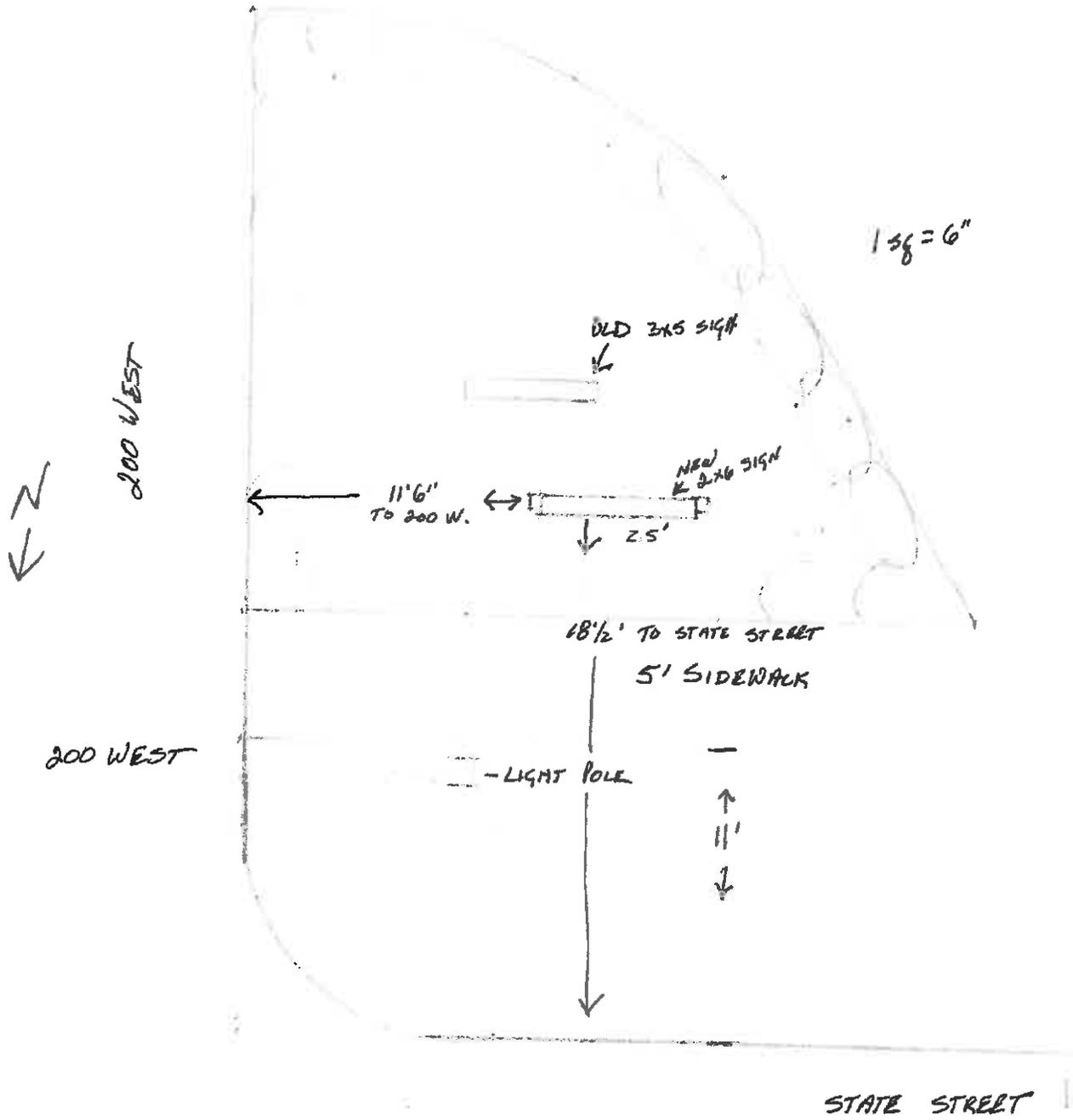
Thank you for your consideration and I look forward to meeting with you..

Cal Fadel

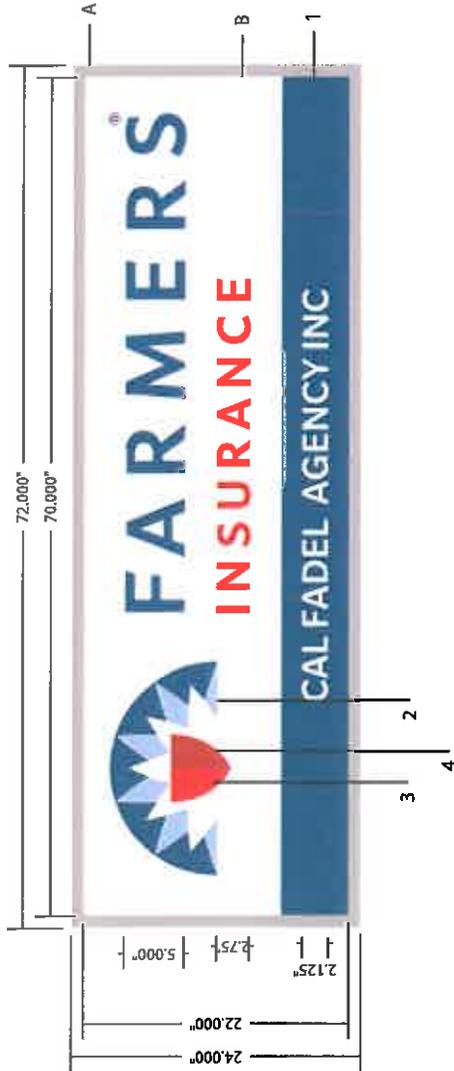
THE OLD SIGN IS - 15 5/8 FT
NEW SIGN IS - 12 5/8 FT



CAL PANEL SIGN PROPOSAL



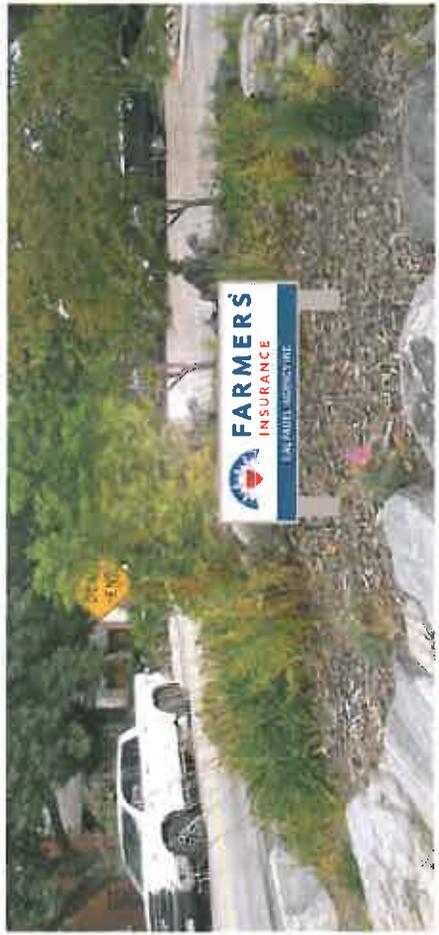
Cal Fadel Sign Proposal



Define your image.
 8627 EAGLE CREEK CIRCLE
 SAVAGE, MN 55378
 P. 952-224-9906
 F. 952-224-9909
 sddisignsystems.com

Project:	Monument Sign
Client:	Farmers - Farmington, UT
Project Manager:	J. Daley
Drawn By:	R. Steger
Scale:	1:10
File Name:	MonumentSign
Origin Date:	9.18.14
Revised Date:	
Revised:	

This drawing is the property of SDDI Sign Systems. All rights reserved. No part of this drawing may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of SDDI Sign Systems. All other rights reserved.



KEY

- 1. Aluminum cabinet, painted silver
- 2. 3/16" thick white polycarbonate face with 1st surface applied 3M translucent vinyl

Font Used: Slate Pro - Medium

- 1. 3630-137 Euro. Blue
- 2. 3630-317 Evening Blue
- 3. 3630-43 Lt. Tomato Red
- 4. 3630-73 Dark Red

*base and mounting option TBD

Sign Type
 Monument Sign

Please sign and return drawing/s to SDDI Signs. Signature below indicates approval of BOTH design and/or placement of sign/s.

PLEASE EMAIL OR FAX YOUR APPROVAL BACK

Approved _____ Please Change _____
 As Is _____ With Changes _____ and Resubmit _____

CHAPTER 6

NONCONFORMING SIGNS

- 15-6-101 Purpose and Intent**
- 15-6-102 General Requirements**
- 15-6-103 Signs on Nonconforming Buildings**

15-6-101 Purpose and Intent

It is the intent of this Chapter to recognize that the eventual elimination of existing signs that are not in conformity with the provisions of this Ordinance is as important as the prohibition of new signs that would violate these regulations. It is also the intent of this Chapter that any elimination of nonconforming signs shall be effected so as to avoid any unreasonable invasion of established property rights.

15-6-102 General Requirements

A nonconforming sign shall be properly maintained in accordance with provisions of this Title. A sign shall not be modified in any way except to bring it into conformity with all provisions of this Title. For the purpose of this Title, modification includes:

- (1) A change to another nonconforming sign;
- (2) Any modification resulting in an increase in height or a change to the outside dimensions of the sign cabinet;
- (3) Reestablishment of a nonconforming sign after having been abandoned for ninety (90) days or more;
- (4) Reestablishment of a nonconforming sign after damage or destruction of more than fifty percent (50%) of its replacement value, regardless of the cause. In making a determination, the City shall require a detailed estimate of the cost to repair and restore the damaged sign to its previous condition as well as an estimate of the cost to totally replace the sign; and
- (5) Moving, replacing at the same location, or relocating a nonconforming sign.

15-6-103 Signs on Nonconforming Buildings

Nonconforming buildings closer than ten feet (10') to a public street right-of-way shall only be allowed to have wall signs or awning signs.

CITY COUNCIL AGENDA

For Council Meeting:
February 17, 2015

SUBJECT: Consideration for Adoption of a Resolution the City Council (The "Council") of Farmington City, Utah Authorizing the Issuance and Sale of not more than \$6,000,000 Aggregate Principal amount of the City's General Obligation Bonds, Series 2015; and Related Matters

ACTION TO BE CONSIDERED:

Approve the enclosed Resolution authorizing the issuance and sale of \$6 million dollar General Obligation Bonds.

GENERAL INFORMATION:

See staff report prepared by Keith Johnson.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: February 11, 2015

Subject: **APPROVE THE RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF 6 MILLION DOLLAR GENERAL OBLIGATION BONDS.**

RECOMMENDATIONS

Approve the enclosed Resolution authorizing the issuance and sale of \$6 million dollar general obligation bonds.

BACKGROUND

This Resolution authorizes the City to sell the \$6 million general obligation bonds. These bonds were voted on and passed in this past November election. These bonds will be used to pay for the building of the gym and park along 650 W. The City received a bond rating from Moody's of Aa2, which is two (2) steps up from where the City was before. This will allow the City to receive a lower interest rate on the bonds, which means a lower rate for property taxes that will have to be charged. These bonds are for 20 years and will be paid from property taxes collected for the sole purpose of paying these bonds.

Respectfully Submitted,

Keith Johnson,
Assistant City Manager

Review and Concur,

Dave Millheim,
City Manager

Farmington, Utah

February 17, 2015

The City Council (the "Council") of Farmington City, Utah (the "City"), met in regular public session at the regular meeting place of the Council in Farmington City, Utah, on February 17, 2015, at the hour of 7:00 p.m., with the following members of the Council being present:

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

Also present:

Holly Gadd	City Recorder
------------	---------------

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance With Open Meeting Law with respect to this February 17, 2015 meeting, a copy of which is attached hereto as Exhibit A.

After due deliberation, the following Resolution was considered, fully discussed and, pursuant to motion made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor in open meeting and recorded in the official records of Farmington City, Utah. The resolution is as follows:

FARMINGTON CITY, UTAH

Resolution Authorizing the
Issuance and Sale of

Not to Exceed \$6,000,000
General Obligation Bonds
Series 2015

Adopted February 17, 2015

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RESOLUTION

A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF FARMINGTON CITY, UTAH (THE "CITY") AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$6,000,000 AGGREGATE PRINCIPAL AMOUNT OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2015 (THE "SERIES 2015 BONDS"); DELEGATING TO CERTAIN OFFICERS OF THE CITY THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2015 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PRESCRIBING THE FORM OF BONDS; PROVIDING FOR THE MANNER OF EXECUTION AND DELIVERY OF THE SERIES 2015 BONDS; PROVIDING HOW THE PROCEEDS OF THE SERIES 2015 BONDS WILL BE USED AND HOW PAYMENT OF THE SERIES 2015 BONDS WILL BE MADE; AUTHORIZING THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; APPROVING THE DISTRIBUTION OF AN OFFICIAL NOTICE OF BOND SALE AND AN OFFICIAL STATEMENT WITH RESPECT TO THE SERIES 2015 BONDS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY FOR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, at a special bond election duly and lawfully called and held in the Farmington City Utah (the "City") on November 4, 2014 (the "Election"), the following proposition was submitted to a vote of the qualified registered electors of the City:

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

WHEREAS, the results of the Election were declared by the Council, sitting as a Board of Canvassers, by proceedings duly passed on November 18, 2014, from which it appears that the total number of votes cast at the Election was 4861, that the total number of votes cast in favor of the issuance of the bonds was 2443, that the total number of votes cast against the issuance of the bonds was 2418; and

WHEREAS, pursuant to the Election and the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), the City desires to issue its General Obligation Bonds, Series 2015, in the aggregate principal amount of not to exceed \$6,000,000 (the "Series 2015 Bonds") (1) to pay all or

a portion of the costs of the construction of a public park and recreational facility, and related improvements (the “Improvements”), and paying related costs and (2) to pay expenses reasonably incurred in connection with the authorization and issuance of the Bonds; and

WHEREAS, the Act provides for the publication of a Notice of Bonds to be Issued, and the Council hereby ratifies the publication of such notice at this time in compliance with the Act with respect to the Series 2015 Bonds; and

WHEREAS, a public hearing with respect to the Series 2015 Bonds was held on August 20, 2014; and

WHEREAS, there has been presented to the Council at this meeting a form of Preliminary Official Statement relating to the Series 2015 Bonds (the “Preliminary Official Statement”), including a form of an Official Notice of Bond Sale (the “Official Notice of Bond Sale”); and

WHEREAS, the Council desires to authorize and approve the finalization and use of the Preliminary Official Statement, the Official Notice of Bond Sale, and any other documents deemed necessary in marketing the Series 2015 Bonds; and

WHEREAS, in order to allow flexibility in setting the pricing date of the Series 2015 Bonds, the Council desires to grant to any one of the [Mayor, City Manager, or City Finance Director] (collectively, the “Designated Officer”), in consultation with the City’s Financial Advisor, Zions Bank Public Finance, the authority to: (a) conduct a competitive sale for the Series 2015 Bonds pursuant to the terms of the Official Notice of Bond Sale and, based on the resulting bids, select the purchaser of the Series 2015 Bonds; (b) approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Series 2015 Bonds shall be sold; and (c) execute a Terms Certificate setting forth the final terms of the Series 2015 Bonds, provided that such final terms do not exceed the parameters set forth in Article II of this Resolution;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of Farmington City, Utah, as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

1.1 Definitions. As used in this Resolution, the following terms shall have the following meanings:

“Act” means the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

“Bond Fund” means the fund established under Section 4.2 hereof.

“Bondowner,” “Bondholder,” “Owner” or “Registered Owner” means the registered owner of any Bond as shown on the registration books of the City kept by the Bond Registrar.

“Bond Registrar” means each Person appointed by the City as registrar and agent for the transfer, exchange and authentication of the Series 2015 Bonds pursuant to Section 2.5 hereof. The initial Bond Registrar is Zions First National Bank, Salt Lake City, Utah.

“Business Day” means a legal business day on which banking business is transacted in the city in which the Paying Agent has its principal corporate trust office.

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

“Continuing Disclosure Undertaking” means that certain Continuing Disclosure Undertaking to be executed by the City and dated the date of issuance and delivery of the Series 2015 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof, in substantially the form attached as Exhibit C hereto.

“Council” means the City Council of the City.

“City” means Farmington City, Utah.

“City Recorder” means the City Recorder of the City.

“Designated Officer” means, any one of, the Mayor, the City Manager and the Assistant City Manager.

“City” means Farmington City Utah.

“DTC” means The Depository Trust Company as securities depository for the Series 2015 Bonds, or its successors.

“Election” means the special bond election held within the boundaries of the City on November 4, 2014.

“Interest Payment Date” means each April 1 and October 1, commencing as provided in the Terms Certificate.

“Mayor” means the Mayor of the City or any other Mayor Pro Tem or similarly authorized official of the City.

“Official Notice of Bond Sale” means the Official Notice of Bond Sale of the City with respect to the Series 2015 Bonds, in substantially the form of Exhibit D hereto.

“Official Statement” means the Official Statement with respect to the Series 2015 Bonds, in substantially the form attached hereto as Exhibit E.

“Original Issue Date” means the date of delivery of the Series 2015 Bonds.

“Paying Agent” means each Person appointed by the City as paying agent with respect to the Series 2015 Bonds pursuant to Section 2.5 hereof. The initial Paying Agent is Zions First National Bank, Salt Lake City, Utah.

“Person” means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

“Purchaser” means the purchaser(s) of the Series 2015 Bonds identified in the Terms Certificate.

“Record Date” means (i) with respect to each Interest Payment Date, the fifteenth day immediately preceding such interest payment date, and (ii) with respect to any redemption of any Bond, such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

“Resolution” means this Resolution authorizing the issuance and sale of the Series 2015 Bonds.

“Series 2015 Bonds” means the General Obligation Bonds, Series 2015, of the City authorized hereby.

“State” means the State of Utah.

“Terms Certificate” means the certificate of the City setting forth the final terms for the Series 2015 Bonds (within the parameters set forth herein), to be executed by the Designated Officer, in substantially the form attached hereto as Exhibit F.

Unless the context clearly indicates to the contrary, the terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms as used in this Resolution, refer to this Resolution in its entirety.

1.2 Authority for Resolution. This Resolution is adopted pursuant to the Election and the Act.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF BONDS

2.1 Authorization of Bonds, Principal Amount, Designation and Series. In accordance with and subject to the terms, conditions and limitations established by the Act and in this Resolution, a series of General Obligation Bonds of the City is hereby authorized to be issued in the aggregate principal amount of not to exceed \$6,000,000. Such series of bonds shall be designated "Farmington City Utah General Obligation Bonds, Series 2015." The name of the Series 2015 Bonds may be revised in the Terms Certificate. The Series 2015 Bonds may be issued in one or more series and at any time, all within the parameters established hereby.

The Series 2015 Bonds shall be issued as fully registered Bonds, initially in book-entry form.

The Series 2015 Bonds shall be general obligations of the City for the payment of which the full faith, credit and taxing power of the City are hereby pledged, and the City hereby agrees and covenants that it will annually cause to be levied a tax for and on behalf of the City sufficient to pay the principal of, premium, if any, and interest on the Series 2015 Bonds as they fall due and payable and also to constitute a sinking fund to pay the principal, premium, if any, and interest when due.

2.2 Purpose. The Series 2015 Bonds are hereby authorized to be issued for the purpose of (a) paying all or part of costs of the construction of a public park and recreational facility, and related improvements and (b) paying expenses reasonably incurred in connection with the issuance and sale of the Series 2015 Bonds.

2.3 Bond Details; Delegation of Authority. (a) The Series 2015 Bonds shall mature on the date and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days comprised of twelve 30-day months) from the Original Issue Date payable on each Interest Payment Date at the per annum rates, all as provided in the Terms Certificate.

(b) There is hereby delegated to the Designated Officer, subject to the parameters set forth in this Resolution, the power to determine the following with respect to the Series 2015 Bonds, and the Designated Officer is hereby authorized to make such determinations:

(i) the principal amount of the bonds necessary to accomplish the purpose of the Series 2015 Bonds set forth in Section 2.2 herein; provided, however, that the aggregate principal amount of the Series 2015 Bonds shall not exceed \$6,000,000;

(ii) the maturity date or dates and principal amount of each maturity of the Series 2015 Bonds to be issued; provided, however, that

the final maturity of all Series 2015 Bonds shall not be later than twenty-one (21) years;

(iii) the interest rate or rates of the Series 2015 Bonds; provided, however, that the interest rate or rates to be borne by any Series 2015 Bond shall not exceed five and one-quarter percent (5.25%) per annum;

(iv) the Purchaser and the sale of the Series 2015 Bonds to the Purchaser and the purchase price to be paid by the Purchaser for the Series 2015 Bonds; provided, however, that the discount from par of the Series 2015 Bonds shall not exceed two percent (2.0%);

(v) whether the Series 2015 Bonds shall be subject to redemption prior to maturity; and

(vi) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this Resolution.

Upon award of the Series 2015 Bonds to the Purchaser pursuant to the terms of the Official Notice of Bond Sale, the Designated Officer shall make the determinations provided above in consultation with Zions Bank Public Finance, as financial advisor to the City, and shall execute the Terms Certificate containing such terms and provisions on behalf of the City, which execution shall be conclusive evidence as to the matters stated therein.

(c) Each Bond shall accrue interest from the Interest Payment Date next preceding the date on which it is authenticated, unless (i) it is authenticated before the first Interest Payment Date following the Original Issue Date, in which case interest shall accrue from the Original Issue Date, or (ii) it is authenticated upon an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date; provided, however, that if at the time of authentication of any Bond interest is in default, interest shall accrue from the date to which interest has been paid. The Series 2015 Bonds shall bear interest on overdue principal at the aforesaid respective rates.

2.4 Denominations and Numbers. The Series 2015 Bonds shall be issued as fully registered bonds, without coupons, in the denomination of \$5,000, or any integral multiple thereof. The Series 2015 Bonds shall be numbered with the letter prefix "R" and shall be numbered from one (1) consecutively upwards in order of issuance.

2.5 Paying Agent and Bond Registrar. The Council hereby appoints Zions First National Bank, to act as Paying Agent and Bond Registrar under the terms and conditions of this Resolution, or any other similarly qualified financial institution approved by the Designated Officer pursuant to the Terms Certificate. The City may remove any Paying Agent and any Bond Registrar, and appoint a successor or successors thereto. The City shall submit to the Paying Agent or Bond Registrar, as the case may be, a notice of such removal at least 30 days prior to the effective date of such removal, and

shall specify the date on which such removal shall take effect. Such removal shall take effect on the date that each successor Paying Agent and Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the City a written acceptance thereof.

The principal of, premium, if any, and interest on the Series 2015 Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. Principal of, and premium, if any, on the Series 2015 Bonds shall be payable when due to the Registered Owner of each Bond at the principal office of the Paying Agent. Payment of interest on each Bond shall be made by check or draft mailed to the Person which, as of the Record Date, is the Registered Owner of the Bond, at the address of such Registered Owner as it appears on the registration books of the City kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such Owner on or prior to the Record Date.

2.6 Redemption of Series 2015 Bonds.

(a) The Series 2015 Bonds may be non-callable at the option of the City or subject to redemption prior to maturity, at the option of the City, all as specified in the Terms Certificate. If the Terms Certificate specifies that the Series 2015 Bonds are subject to optional redemption, the Series 2015 Bonds shall be callable on the date specified therein (the "First Redemption Date"), and on any date thereafter, prior to maturity, in whole or in part, from such maturities or parts thereof as shall be selected by the City, and by lot within each maturity if less than the full amount of any maturity is to be redeemed, upon not less than 30 days prior notice, at a redemption price equal to 100% of the principal amount of the Series 2015 Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption. Series 2015 Bonds maturing prior to the First Redemption Date are not subject to optional redemption.

(b) The Series 2015 Bonds may be subject to mandatory redemption by operation of sinking fund installments as provided in the Terms Certificate. If the Series 2015 Bonds are subject to mandatory sinking fund redemption and less than all of the Series 2015 Bonds then outstanding are redeemed in a manner other than pursuant to a mandatory sinking fund redemption, the principal amount so redeemed shall be credited at 100% of the principal amount thereof by the Bond Registrar against the obligation of the City on such mandatory sinking fund redemption dates for the Series 2015 Bonds in such order as directed by the City.

(c) If fewer than all of the Series 2015 Bonds of any maturity are called for redemption, the Series 2015 Bonds to be redeemed shall be selected by lot by the Bond Registrar, in such manner as the Bond Registrar may deem fair and appropriate, each \$5,000 or principal amount of the Series 2015 Bonds being counted as one Series 2015 Bond for this purpose. If a portion of a Series 2015 Bond shall be called for redemption, a new Series 2015 Bond in principal amount

equal to the unredeemed portion thereof shall be issued to the registered owner upon presentation and surrender thereof.

2.7 Notice of Redemption.

(a) In the event any Series 2015 Bonds are to be redeemed, the City shall cause notice of such redemption to be given as provided in this Section 2.7. Notice of redemption shall be given by the Bond Registrar by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, to each Registered Owner of the Series 2015 Bonds to be redeemed, at the address shown on the registration books of the City maintained by the Bond Registrar on the Record Date specified in the notice of redemption, which Record Date shall be not less than fifteen (15) calendar days before the mailing of such notice, or at such other address as is furnished to the Bond Registrar in writing by such Registered Owner on or prior to such Record Date. Each notice of redemption shall state (i) the identification numbers, as established hereunder and the CUSIP numbers, if any, of the Series 2015 Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Series 2015 Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Series 2015 Bonds; (ii) any other descriptive information needed to identify accurately the Series 2015 Bonds being redeemed, including, but not limited to, the original issuance date and maturity date of, and interest rate on, such Series 2015 Bonds; (iii) the Record Date; (iv) the redemption date; (v) the redemption price; (vi) the place of redemption; (vii) the total principal amount of Series 2015 Bonds to be redeemed; (viii) if less than all, the distinctive numbers of the Series 2015 Bonds or portions of Series 2015 Bonds to be redeemed and, if less than all of any Series 2015 Bond, the principal amount of each Series 2015 Bond that is to be redeemed; and (ix) that the interest on the Series 2015 Bonds or portion of Series 2015 Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Series 2015 Bonds or portions of Series 2015 Bonds the redemption price thereof and interest accrued thereon to the redemption date. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. Failure to give such notice or any defect therein with respect to any Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

(b) In addition to the foregoing notice, further notice of redemption shall be given by the Bond Registrar, at least two (2) business days in advance of the mailed notice to Registered Owners of Series 2015 Bonds to be redeemed, by electronic transmission in accordance with the current operating standards of DTC and to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Series 2015 Bonds, and to one or more national information services that disseminate notices of

redemption of obligations such as the Series 2015 Bonds. Such further notice shall contain the information required in the immediately preceding paragraph. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

For so long as a book-entry system is in effect with respect to the Series 2015 Bonds, the Bond Registrar will mail notices of redemption to Cede & Co. (DTC's partnership nominee) or its successor. Any failure of DTC to convey such notice to any DTC Participants or any failure of DTC Participants or Indirect Participants to convey such notice to any beneficial owner will not affect the sufficiency or the validity of the redemption of Series 2015 Bonds.

Each notice of optional redemption may further state that such redemption shall be conditional upon the receipt by the Paying Agent, on or prior to the date fixed for such redemption, of moneys sufficient to pay the principal of, premium, if any, and interest on such Series 2015 Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the City shall not be required to redeem such Series 2015 Bonds. If such condition is included in the notice of redemption and if sufficient moneys have not been deposited on the date fixed for redemption, then a notice stating sufficient moneys were not deposited and that no redemption occurred on that date shall be sent within a reasonable time thereafter, in like manner, to the registered owners of each Bond which was sent the notice of redemption.

If notice of redemption shall have been given as described above and the foregoing condition, if any, shall have been met, the Series 2015 Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Series 2015 Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Series 2015 Bonds shall cease to accrue and become payable.

2.8 Partially Redeemed Series 2015 Bonds. In case any Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the City shall execute and the Bond Registrar shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the City, a Series 2015 Bond or Series 2015 Bonds of the same series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. A portion of any Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral multiple thereof and in selecting portions of such Series 2015 Bonds for redemption, each such Bond shall be treated as representing that number of Series 2015 Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Series 2015 Bonds by \$5,000.

2.9 Book-Entry System.

(a) Unless otherwise specified in the Terms Certificate and except as provided in paragraphs (b) and (c) of this Section 2.9, the registered holder of all Bonds shall be, and the Series 2015 Bonds shall be registered in the name of Cede & Co. ("Cede"), as nominee of DTC. Payment of interest for any Bond, as applicable, shall be made in accordance with the provisions of this Resolution to the account of Cede on the interest payment date for the Series 2015 Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2015 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2015 Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books of the City kept by the Bond Registrar, in the name of Cede, as nominee of DTC. With respect to Bonds so registered in the name of Cede, the City, the Bond Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Bonds. Without limiting the immediately preceding sentence, the City, the Bond Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2015 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2015 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2015 Bonds. The City, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, the absolute owner of each Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each such Bond, (2) giving notices of redemption and other matters with respect to such Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2015 Bonds are registered in the name of Cede, the Paying Agent shall pay the principal or redemption price of, and interest on, all Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the City's obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.9, no person other than DTC shall receive a Bond evidencing the obligation of the City to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this Resolution. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this Resolution, the word "Cede" in this Resolution shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.9, and notwithstanding any other provisions of this Resolution, the Series 2015 Bonds

may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Series 2015 Bonds at any time by giving written notice to the City, the Bond Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2015 Bonds under applicable law.

(ii) The City, in its sole discretion and without the consent of any other person, may, by notice to the Bond Registrar, terminate the services of DTC with respect to the Series 2015 Bonds if the City determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2015 Bonds or the City; and the City shall, by notice to the Bond Registrar, terminate the services of DTC with respect to the Series 2015 Bonds upon receipt by the City, the Bond Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2015 Bonds; or (2) a continuation of the requirement that all of the outstanding Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2015 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2015 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2015 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the City, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms, the Series 2015 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC. In such event, the City shall execute and the Bond Registrar shall authenticate Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2015 Bonds.

(iv) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption

price of, and interest on, such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the representation letter of the City addressed to DTC and DTC's operational arrangement.

(v) In connection with any notice or other communication to be provided to Holders of Bonds registered in the name of Cede pursuant to this Resolution by the City or the Bond Registrar with respect to any consent or other action to be taken by such Holders, the City shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

2.10 Sale of Series 2015 Bonds. The sale of the Series 2015 Bonds is hereby approved and the Series 2015 Bonds shall be sold to the Purchaser at an aggregate price as shall be determined pursuant to the authority delegated under Section 2.3 hereof, on the terms and conditions to be set forth in the Official Notice of Bond Sale, and upon receipt of the Purchaser's bid to purchase the Series 2015 Bonds on the basis of the representations therein set forth. The Council hereby ratifies, confirms and approves all actions heretofore taken on behalf of the City by the Designated Officer, the City Recorder, and all other officials of the City in connection with the sale of the Series 2015 Bonds.

2.11 Continuing Disclosure Undertaking. The Mayor is hereby authorized, empowered and directed to execute and deliver, and the City Recorder to seal, countersign and attest, the Continuing Disclosure Undertaking in substantially the same form as now before the Council and attached hereto as Exhibit C, or with such changes therein as the Mayor shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Resolution, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Series 2015 Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

2.12 Execution of Bonds. The Series 2015 Bonds shall be executed on behalf of the City by the Mayor and attested by the City Recorder (the signatures of the Mayor and City Recorder being either manual and/or by facsimile), and the corporate seal of the City or a facsimile thereof shall be impressed or imprinted thereon. The use of such facsimile signatures of the Mayor and City Recorder and such facsimile of the seal of the City on the Series 2015 Bonds is hereby authorized, approved and adopted by the Council as the authorized and authentic execution, attestation and sealing of the Series

2015 Bonds by said officials. The Series 2015 Bonds shall then be delivered to the Bond Registrar for manual authentication by it. The Certificate of Authentication shall be substantially in the form provided in Section 5.1 hereof. Only such of the Series 2015 Bonds as shall bear thereon a Certificate of Authentication, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Bond Registrar shall be conclusive evidence that the Series 2015 Bonds so certified have been duly registered and delivered under, and are entitled to the benefits of this Resolution and that the Registered Owner thereof is entitled to the benefits of this Resolution. The Certificate of Authentication of the Bond Registrar on any Bond shall be deemed to have been executed by it if (i) such Bond is signed by the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication on all of the Series 2015 Bonds issued hereunder or that all of the Series 2015 Bonds hereunder be certified as registered by the same Bond Registrar, and (ii) the date of authentication of the Bond is inserted in the place provided therefor on the Certificate of Authentication.

The Mayor and City Recorder are authorized to execute, attest, countersign and seal from time to time, in the manner described above, Bonds (the "Exchange Bonds") to be issued and delivered for the purpose of effecting transfers and exchanges of Bonds pursuant to Article III hereof. At the time of the execution, attestation and sealing of the Exchange Bonds by the City, the payee, principal amount, CUSIP number, if any, maturity and interest rate shall be in blank. Upon any transfer or exchange of Bonds pursuant to Article III hereof, the Bond Registrar shall cause to be inserted in appropriate Exchange Bonds the appropriate payee, principal amount, CUSIP number, if any, maturity and interest rate. The Bond Registrar is hereby authorized and directed to hold the Exchange Bonds, and to complete, certify as to registration and authenticate and deliver the Exchange Bonds, for the purpose of effecting transfers and exchanges of Bonds; provided, however, that any Exchange Bonds registered, authenticated and delivered by the Bond Registrar shall bear the same series, maturity and interest rate as Bonds delivered to the Bond Registrar for exchange or transfer, and shall bear the name of such payee as the Registered Owner requesting an exchange or transfer shall designate; and provided further that upon the delivery of any Exchange Bonds by the Bond Registrar a like principal amount of Bonds submitted for transfer or exchange, and of like series and having like maturities and interest rates, shall be canceled. The execution, attestation and sealing by the City and delivery to the Bond Registrar of any Exchange Bond shall constitute full and due authorization of such Bond containing such payee, principal amount, CUSIP number, if any, maturity and interest rate as the Bond Registrar shall cause to be inserted, and the Bond Registrar shall thereby be authorized to authenticate and deliver such Exchange Bond in accordance with the provisions hereof.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bond (including any Exchange Bond) shall cease to be such officer before the issuance or delivery of such Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such issuance or delivery, respectively.

2.13 Delivery of Bonds; Application of Proceeds. The Series 2015 Bonds shall be delivered to the Purchaser at such time and place as provided in the Official Notice of Bond Sale. The City Recorder is hereby authorized and instructed to make delivery of the Series 2015 Bonds to the Purchaser and to receive payment therefor in accordance with the terms of the Official Notice of Bond Sale, and to deposit the proceeds of sale as follows (details to be included in the Terms Certificate):

(a) into a separate construction fund of the City; and

(b) into a separate account and used to pay the costs of issuance of the Series 2015 Bonds, provided that any moneys remaining in such account sixty (60) days subsequent to the date of the initial delivery of the Series 2015 Bonds shall be deposited into the Bond Fund.

2.14 Further Authority. The Designated Officer, the City Recorder and such other officials of the City as may be required, are hereby authorized and directed to execute all certificates, documents, and other instruments and make such elections under the Code as may be necessary or advisable to provide for the issuance, sale, registration, and delivery of the Series 2015 Bonds and to comply with applicable provisions of the Code.

ARTICLE III

TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR

3.1 Transfer of Bonds.

(a) Any Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar pursuant to Section 3.3 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Bond Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. The City, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever.

(b) Whenever any Bond or Bonds shall be surrendered for transfer, the Bond Registrar shall authenticate and deliver a new fully registered Bond or Bonds of the same series, designation, maturity and interest rate and of authorized denominations duly executed by the City, for a like aggregate principal amount. The Bond Registrar shall require the payment by the Registered Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. With respect to each Bond, no such transfer shall be required to be made (i) with respect to any Interest Payment Date after the Record Date to and including such Interest Payment Date, or (ii) with respect to any redemption of any Bond, after such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

(c) The City shall not be required to register the transfer of or exchange any Bond selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part.

3.2 Exchange of Bonds. Bonds may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds of the same series, designation, maturity and interest rate of other authorized denominations. The Bond Registrar shall require the payment by the Registered Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. With respect to each Bond, no such exchange shall be required to be made (i) with respect to any Interest Payment Date after the Record Date to and including such Interest Payment Date, or (ii) with respect to any redemption of any Bond, after such Record Date as shall be specified by the Bond Registrar in the notice of redemption,

provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

3.3 Bond Registration Books. This Resolution shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Title 15, Chapter 7, Utah Code Annotated 1953, as amended. The Bond Registrar shall keep or cause to be kept, at its office, sufficient books for the registration and transfer of the Series 2015 Bonds, which shall at all times be open to inspection by the City, and upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein provided.

3.4 List of Registered Owners. The Bond Registrar shall maintain a list of the names and addresses of the Owners of all Bonds and upon any transfer shall add the name and address of the new Registered Owner and eliminate the name and address of the transferor Registered Owner.

3.5 Duties of Bond Registrar. The obligations and duties of the Bond Registrar hereunder include the following:

- (a) to act as bond registrar, authenticating agent, paying agent, and transfer agent as provided herein;
- (b) to maintain a list of Registered Owners as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (e) to furnish the City at least annually a certificate with respect to Bonds canceled and/or destroyed; and
- (f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Series 2015 Bonds.

ARTICLE IV

COVENANTS AND UNDERTAKINGS

4.1 Covenants of City. All covenants, statements, representations and agreements contained in the Series 2015 Bonds, and all recitals and representations in this Resolution are hereby considered and understood and it is hereby resolved that all said covenants, statements, representations and agreements of the City, are the covenants, statements, representations and agreements of the City.

4.2 Levy of Taxes. The Council covenants and agrees to establish a Bond Fund to pay the interest falling due on the Series 2015 Bonds as the same become due and also to provide for the payment of the principal of the Series 2015 Bonds at maturity or by prior redemption. There shall be levied on all taxable property in the City in addition to all other taxes, a direct annual tax sufficient to pay the interest on the Series 2015 Bonds and to pay and retire the Series 2015 Bonds. Said taxes shall be deposited in the Bond Fund and applied solely for the purpose of the payment of said interest and principal on the Series 2015 Bonds, respectively, and for no other purpose whatsoever until the indebtedness so contracted under this Resolution, principal and interest, shall have been fully paid, satisfied and discharged, but nothing herein contained shall be so construed as to prevent the City from applying any other funds that may be in the City's treasury and available for that purpose to the payment of said interest and principal as the same respectively mature, and the levy or levies herein provided for may thereupon to that extent be diminished, and the sums herein provided for to meet the interest on the Series 2015 Bonds and to discharge the principal thereof when due, are hereby appropriated for that purpose and the required amount for each year shall be included by the City in its annual budget and its statement and estimate as certified to the Auditor of Davis County, Utah in each year. Principal or interest falling due at any time when there shall not be available from the proceeds of said levies money sufficient for the payment thereof shall, to the extent of such deficiency, be paid from other funds of the City available for such purpose, and such other funds reimbursed when the proceeds of said levies become available. The City shall transfer from the Bond Fund to the Paying Agent at least fifteen days prior to each principal and/or interest payment date or redemption date on the Series 2015 Bonds, sufficient moneys to pay all principal and interest falling due on said payment or redemption date. The City has established the Bond Fund primarily to achieve a proper matching of revenues and debt service on the Series 2015 Bonds. The Bond Fund shall be depleted at least once each year by the City except for a reasonable carryover amount not to exceed the greater of one year's earnings on the Bond Fund or one-twelfth of the annual debt service on the Series 2015 Bonds.

4.3 Bonds in Registered Form. The City recognizes that Section 149 of the Code requires the Series 2015 Bonds to be issued and to remain in fully registered form in order that interest thereon be excludible from gross income for federal income tax purposes under laws in force at the time the Series 2015 Bonds are delivered. In this connection, the City agrees that neither it nor the City will take any action to permit the Series 2015 Bonds to be issued in, or converted into, bearer or coupon form.

4.4 Tax Covenants. The City further covenants and agrees to and for the benefit of the Bondholders that the City (i) will not take any action that would cause interest on the Series 2015 Bonds to become subject to federal income taxation, (ii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the Series 2015 Bonds to become subject to federal income taxation, and (iii) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Series 2015 Bonds in order to preserve the exemption from federal income taxation of interest on the Series 2015 Bonds. Pursuant to this covenant, the City obligates itself to comply throughout the term of the Series 2015 Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

ARTICLE V

FORM OF BONDS

5.1 Form of Bonds. Each Bond shall be in substantially the following form, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required:

[FORM OF BOND]

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

[THIS BOND HAS BEEN DESIGNATED BY THE ISSUER AS A QUALIFIED TAX EXEMPT OBLIGATION FOR PURPOSES OF THE EXCEPTION CONTAINED IN SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.]

Registered

Registered

UNITED STATES OF AMERICA
STATE OF UTAH
FARMINGTON CITY, UTAH
GENERAL OBLIGATION BOND

SERIES 2015

Number R-____ \$_____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
____%	_____	_____, 2015	_____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS****

Farmington City Utah (the "City"), a duly organized and existing political subdivision of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above (subject to redemption prior to maturity, as provided herein), upon presentation and surrender hereof, the Principal Amount identified above, and to pay the Registered Owner hereof interest on the balance of said Principal Amount from time to time remaining unpaid at the Interest Rate per annum identified above (calculated on the basis of a year of 360 days comprised of twelve 30-day months),

which interest shall be payable on October 1 of each year, commencing October 1, 2015 (each an "Interest Payment Date"), until all of the principal shall have been paid.

Interest on this Bond shall accrue from the Interest Payment Date next preceding the date on which it is authenticated, unless (i) it is authenticated before the first Interest Payment Date following the Original Issue Date identified above, in which case interest shall accrue from the Original Issue Date, or (ii) it is authenticated on an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date; provided, however, that if interest on the hereinafter defined Bonds shall be in default, interest on the Series 2015 Bonds issued in exchange for Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2015 Bonds surrendered. This Bond shall bear interest on overdue principal at the Interest Rate. Principal and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Principal of this Bond shall be payable upon surrender of this Bond at the principal corporate trust office of Zions First National Bank, as Paying Agent, and payment of the semiannual interest hereon shall be made by check or draft mailed to the person who is the Registered Owner of record hereof as of the fifteenth day immediately preceding each Interest Payment Date at the address of such Registered Owner as it appears on the registration books kept by the hereinafter defined Bond Registrar, or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar as provided in the hereinafter defined Resolution.

This Bond is one of the General Obligation Bonds, Series 2015 of the City (the "Series 2015 Bonds") limited to the aggregate principal amount of \$_____, and issued pursuant to (a) authorization given by a majority of the qualified registered electors of the City voting at a special bond election held in the City on November 4, 2014, (b) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act") and (c) resolutions of the Council adopted on December 2, 2014 and February 17, 2015 (the "Resolution"). The Series 2015 Bonds are authorized to be issued for the purpose of (i) financing all or a portion of the costs of the construction of a public park and recreational facility, and related improvements and (ii) paying expenses reasonably incurred in connection with the issuance and sale of the Series 2015 Bonds.

Zions First National Bank, Salt Lake City, Utah is the initial bond registrar and paying agent with respect to the Series 2015 Bonds. Said bond registrar and paying agent, together with any successor bond registrar or paying agent, respectively, is referred to herein as the "Bond Registrar" and the "Paying Agent."

The City covenants and is by law required to levy annually a sufficient tax to constitute a Bond Fund to pay the interest on this Bond as it falls due and also to provide for the payment of the principal hereof as the same falls due; provided, however, that the City may apply other funds available to the City to the payment of said principal and interest in which case the levy herein described may to that extent be diminished.

This Bond is transferable, as provided in the Resolution, only upon the books of the City kept for that purpose at the principal office of the Bond Registrar, by the Registered Owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the Registered Owner or such duly authorized attorney, and thereupon the City shall issue in the name of the transferee a new registered Bond or Bonds of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Resolution and upon the payment of the charges therein prescribed. No transfer of this Bond shall be effective until entered on the registration books kept by the Bond Registrar. The City, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever, and neither the City, nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

The City is not required to transfer or exchange any Bond (a) after the Record Date with respect to any Interest Payment Date to and including such Interest Payment Date, and (b) with respect to any redemption of any Bond, after such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

The Series 2015 Bonds are issuable solely in the form of fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

[The Series 2015 Bonds shall be subject to redemption prior to maturity, at the election of the City, on October 1, 20__ (the "First Redemption Date") and on any date thereafter, prior to maturity, in whole or in part, from such maturities or parts thereof as shall be selected by the City, and by lot within each maturity if less than the full amount of any maturity is to be redeemed, upon not less than 30 days prior notice, at a redemption price equal to 100% of the principal amount of the Series 2015 Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption. Series 2015 Bonds maturing prior to the First Redemption Date are not subject to optional redemption.

The Series 2015 Bonds are subject to mandatory redemption by operation of sinking fund installments at a redemption price equal to 100% of the principal amount thereof plus accrued interest, if any, to the redemption date, on the dates and in the principal amounts as follows:

Notice of redemption shall be given by the Bond Registrar by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, to each Registered Owner of the Series 2015 Bonds to be redeemed, at the address shown on the registration books of the City maintained by the Bond Registrar, all as provided in the Resolution.

If notice of redemption shall have been given as described above, the Series 2015 Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Series 2015 Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Series 2015 Bonds shall cease to accrue and become payable.

In case any Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the City shall execute and the Bond Registrar shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the City, a Series 2015 Bond or Series 2015 Bonds of the same series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. A portion of any Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral multiple thereof and in selecting portions of such Series 2015 Bonds for redemption, each such Bond shall be treated as representing that number of Series 2015 Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Series 2015 Bonds by \$5,000.]

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Utah and by the Act and the Resolution to exist, to have happened or to have been performed precedent to or in connection with the issuance of this Bond exist, have happened and have been performed and that the issue of Bonds, together with all other indebtedness of the City, is within every debt and other limit prescribed by said Constitution and statutes, and that the full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on this Bond, according to its terms.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, the City has caused this Bond to be signed in its name and on its behalf by its Mayor and attested by its City Recorder (the signatures of said Mayor and City Recorder being by facsimile or manual signature), and has caused its corporate seal to be affixed hereto.

FARMINGTON CITY, UTAH

(SEAL)

By: _____ (Do Not Sign)
Mayor

ATTEST:

By: _____ (Do Not Sign)
City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2015 Bonds described in the within mentioned Resolution and is one of the General Obligation Bonds, Series 2015 of Farmington City Utah.

ZIONS FIRST NATIONAL BANK,
as Bond Registrar

By: _____

Date of Registration and Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, _____,
the undersigned sells, assigns and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and hereby irrevocably constitutes and appoints

attorney to register the transfer of said Bond on the books kept for registration thereof,
with full power of substitution in the premises.

Dated: _____

Signature: _____

NOTICE: The signature on this assignment must correspond with the name(s) of the Registered owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

SIGNATURE GUARANTEED:

NOTICE: The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations, and credit unions with membership in an approved signature guarantee medallion program), pursuant to S.E.C. Rule 17Ad-15.

ARTICLE VI

MISCELLANEOUS

6.1 Preliminary Official Statement Deemed Final. The use and distribution of the Official Statement in preliminary form (the “Preliminary Official Statement”), in substantially the form presented at this meeting and in the form attached hereto as Exhibit E, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the Mayor shall deem advisable. The Mayor is hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to deem final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of the sale of the Series 2015 Bonds.

6.2 Official Statement. The Official Statement of the City is hereby authorized in substantially the form presented at this meeting and in the form attached hereto as Exhibit E, with such changes, omissions, insertions and revisions as the Designated Officer shall deem advisable, including the completion thereof with the information established at the time of the sale of the Series 2015 Bonds by the Designated Officer and set forth in the Terms Certificate. The Mayor shall sign and deliver the Official Statement to the Purchaser for distribution to prospective purchasers of the Series 2015 Bonds and other interested persons. The approval of the Mayor of any such changes, omissions, insertions and revisions shall be conclusively established by the Mayor’s execution of the Official Statement.

6.3 Changes to Forms. The form of Series 2015 Bonds and the other documents authorized and approved hereby are authorized and approved with such additions, modifications, deletions and changes thereto as may be deemed necessary or appropriate and approved by the Mayor and/or City Manager, whose execution or approval thereof on behalf of the City shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and changes incorporated therein.

6.4 Notice of Bonds to be Issued. In accordance with the provisions of the Act, the City Recorder has caused a “Notice of Bonds to Be Issued” to be (a) published one (1) time in the Davis County Clipper, a newspaper of general circulation in the City and the County, (b) posted on the Utah Public Notice Website (<http://pmn.utah.gov>), and (c) posted on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended, and has caused a copy of this Resolution to be kept on file in the City Recorder’s office in Farmington City, Utah, for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of publication thereof.

6.5 Ratification. All proceedings, resolutions and actions of the City and its officers taken in connection with the sale and issuance of the Series 2015 Bonds, including but not limited to the parameters resolution adopted on December 2, 2014 and

authorization and publication of the Notice of Bonds to be Issued are hereby ratified, confirmed and approved.

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

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

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

6.9 Certification of Fulfillment of Conditions. The Council hereby finds and certifies that upon the execution of the Terms Certificate, all conditions precedent to the issuance of the Series 2015 Bonds will have been satisfied and fulfilled.

6.10 Maintenance of Records; Copies. A copy of this Resolution and every amendatory or supplemental resolution or other official action relating to the Series 2015 Bonds shall be kept on file with the City Recorder at 160 South Main, Farmington, Utah, where the same shall be made available for inspection by any Registered Owner of the Series 2015 Bonds, or his, its or their agents for so long as any of the Series 2015 Bonds remain outstanding and unpaid. Upon payment of the reasonable cost for preparing the same, a certified copy of this Resolution, or any amendatory or supplemental resolution, will be furnished to any Registered Owner of the Series 2015 Bonds.

6.11 Effective Date. This Resolution shall take effect immediately upon its approval and adoption by the Council.

6.12 Resolution Irrepealable. Upon the execution of the Terms Certificate, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2015 Bonds are paid in accordance with the terms and provisions hereof.

APPROVED AND ADOPTED this February 17, 2015.

FARMINGTON CITY, UTAH

Mayor

ATTEST AND COUNTERSIGN:

City Recorder

(SEAL)

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

The meeting was then adjourned.

Mayor

ATTEST AND COUNTERSIGN:

City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

I, Holly Gadd, the duly qualified City Recorder of Farmington City, Utah (the "Council"), do hereby certify according to the records of the Council in my official possession that the foregoing constitutes a true and correct copy of the minutes of the meeting of the Council held on February 17, 2015, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on February 17, 2015.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the City, this February 17, 2015.

City Recorder

(SEAL)

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Holly Gadd, the undersigned City Recorder of Farmington City, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the special meeting held by the City Council (the "Council") on February 17, 2015, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices on February ____, 2015, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Davis County Clipper on February ____, 2015, at least twenty-four (24) hours prior to the convening of the meeting; and

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

In addition, the Notice of 2015 Annual Meeting Schedule for the City (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (i) posted on _____ at the principal office of said City, (ii) provided to at least one newspaper of general circulation within the City on _____, and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the City this February 17, 2015.

City Recorder

(SEAL)

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

LETTER OF REPRESENTATIONS

(See Transcript Document No. __)

EXHIBIT C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

(See Transcript Document No. __)

EXHIBIT D

FORM OF OFFICIAL NOTICE OF BOND SALE

(See Transcript Document No. __)

EXHIBIT E

FORM OF OFFICIAL STATEMENT

(See Transcript Document No. _)

EXHIBIT F

FORM OF TERMS CERTIFICATE

(See Transcript Document No. __)

CITY COUNCIL AGENDA

For Council Meeting:
February 17, 2015

SUBJECT: 2015 Municipal Elections

ACTION TO BE CONSIDERED:

Direct staff to consider a 2015 vote-by-mail election.

GENERAL INFORMATION:

See staff report prepared by Holly Gadd.

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:



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: Holly Gadd, City Recorder
Date: February 11, 2015
Subject: **2015 MUNICIPAL ELECTIONS DISCUSSION WITH DAVIS COUNTY**

RECOMMENDATION

Direct staff to consider a 2015 vote-by-mail election.

BACKGROUND

Davis County held a vote-by-mail election for the 2014 Primary and General Elections. In addition, they provided seven vote centers. The purpose of the vote centers was to accommodate voters who were unable to vote independently on a paper ballot, voters who lost or didn't receive a by-mail ballot, or voters who would rather vote on a voting machine.

The current voting equipment will most likely need to be replaced within the next 5-10 years, at which time we would need to purchase new equipment or go to a vote-by-mail option. I believe the vote-by-mail option may assist in improving voter engagement and overall turnout in elections.

The estimated cost for the 2015 Election expenses are:

Traditional: \$9,124.02
Less District Expense: \$5,368.19
Amount Due From City: \$3,755.82

By-Mail: \$14,494.95
Less District Expense: \$8,552.02
Amount Due From City: \$5,942.93

Respectfully Submitted



Holly Gadd
City Recorder

Review & Concur



Dave Millheim
City Manager

2015 Municipal Elections

Proposals

Farmington City



Table of Contents

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Administration options

Important dates

- Deadlines for providing information to the County
- Dates of supply delivery and pickup

Electronic system

- Included services
- City responsibilities

Election plan

- List of polling location and summary of supplies (EOR)
- Standard election expenses estimate

Introduction

Davis County Clerk/Auditor's Office can provide administrative, technical and professional election services for 2015 Municipal and District Elections. The scope of these services depends upon the administration option chosen by each city and district. Below you will find a brief explanation of each option.

Although this book focuses mainly on explaining costs and services for those cities and districts that choose the complete electronic voting system, it also contains important dates, costs, and services for all options.

Administration Options:

Complete paper voting system: With this option the city/district chooses to run their election using paper ballots (not provided or tabulated by the county) and printed registers for both early voting and Election Day.

Paper and electronic combination: With this option the city/district chooses to run their election using paper ballots (not provided or tabulated by the county) and VISTALocal for early vote. On Election Day the city would use printed registers.

Paper and extended electronic combination: With this option the city/district chooses to run their election using paper ballots (not provided or tabulated by the county) and VISTALocal for early vote and Election Day.

Complete electronic voting system: With this option the city chooses to run their election using electronic voting machines and VISTALocal for early voting and Election Day.

By-Mail system: With this option the city/district chooses to run their election by declaring all precincts vote by-mail using a paper ballot (this is an optical scan ballot that is tabulated by the county). One polling location per city will be used with this option.

Important Dates

Below are important dates that affect each city/district regardless of which administration option they choose.

April 1, 2015

- Notify County which administration option is chosen.
 - Complete paper voting system
 - Paper and electronic combination
 - Complete electronic voting system
 - By-Mail

May 1, 2015

- Select polling location(s) and assigned precincts
- Provide a list of races and any ballot issues

May 15, 2015

- Complete paper voting system
 - Provide # of check-ins (Official Registers)
- Electronic combination systems
 - Provide # of check-in laptops and # of receiving clerks per location (early and Election Day)
- Complete electronic systems
 - Approve election plan (expected turnout, amount of equipment, number of poll workers)

June 8, 2015

- Notify county if a primary election will or will not be needed
- Provide candidates' names with their positions, as they should appear on the ballot. (Copy of declaration of candidacy preferred)

Information provided will be input into VISTA and displayed on the State and County website.

Important Dates Supplies

Complete paper voting system – City Recorder will pick up Official Registers. Registers will be available on or about the following dates.

Primary Election – July 27, 2015

General Election – Oct 20, 2015

Paper and electronic combination – County will deliver and set up laptops on Monday prior to early voting. City Recorder will pick up Official Registers for Election Day use on the Monday prior to the election.

Paper and extended electronic combination – County will deliver and set up laptops on Monday prior to early voting. City Recorder will pick up laptops and poll books for use during Election Day on the dates listed at the bottom of this page.

Complete electronic cities – Early voting machines, poll supplies, and laptops will be delivered to the city offices on Monday prior to early voting.

Election Day voting machines and basic poll supplies will be delivered to the polls on Wednesday, Thursday, or Friday before the election.

Poll workers will pick up remaining poll supplies from the County on Friday or Monday before the election.

Primary Election – Friday, Aug. 7th, 2:00pm to 5:00pm or
Monday, Aug. 10th, 8:00am to 12:00pm

General Election – Friday, Oct. 30st, 2:00pm to 5:00pm or
Monday, Nov. 2nd, 8:00am to 12:00pm

Electronic System – Included Services

Davis County will provide the following services to the cities/districts choosing to use a Complete Electronic System.

- Voting equipment – machines and laptops
- Poll supplies
- Polling location management – contact, arrangements, etc.
- Poll workers:
 - Recruitment
 - Training
 - Reimbursement
- Election Day Support
- Complete By-Mail ballot processing
- Tabulation of election results – Includes sending electronic file to Lt. Governor's office
- Provisional ballot verification
- Canvass reports

Electronic System – City Responsibilities

Each city choosing to use a fully electronic system will be responsible for the following items:

- Candidate filing
- Providing to the County:
 - Offices up for election
 - Candidate names & any ballot issues
 - Projection voter turnout
 - Polling location & precinct designation
 - Hold harmless agreements for polling locations – if needed
 - Poll worker approval
- Ballot proof – review and certify the accuracy of the ballot and audio recording
- Notices – as required by law and for informational purposes
 - Newspaper
 - Websites
 - Voters
- Canvass – Includes sending certification to Lt. Governor’s Office
- Candidate certificates

Election Name: Municipal General Election
 Election Date: November 3, 2015

Voters per Machine 150
 Expected to Vote Provisional 4%

Printed 02/04/15

Farmington		Expected Election Day Turnout		
Polling Locations	2	Total	By Mail	Early
Precincts	13	30%	3%	15%
Farmington Comm. Center				
A06 742	FA06 896	FA07 662	FA08 843	FA09 881
Eaglebay Elementary				
A01 653	FA02 767	FA03 787	FA04 868	FA12 574
				FA13 525

Precincts	Voters		PM	TST	Poll Workers			Total	Laptops		Machines	Covers		OS Ballots at Polls
	Active	Expected			OS/PB	Clerks	Hosts		Check-in	Prov.		L	S	
7	5786	1427	1	2	1	6	10	3	1	10	1	1	2	100
6	4164	1027	1	1	1	4	7	2	1	7	1	1	2	100
13	9950	2454	2	3	2	10	17	5	2	17	2	1	4	200

City Totals

2015 General
DAVIS COUNTY MUNICIPAL ELECTION EXPENSES
Estimate

Farmington City

Poll Workers Compensation Rates

20A-5-602(4)(b) Municipalities may not compensate higher than the county.

	QTY	COST	TOTAL	
Poll Manager (PM)	2	\$160.00	\$320.00	Poll Workers who are trained for early voting and work on election day only attend early vote training. They do not attend or receive compensation for regular training. Poll workers who are trainers and work the position they trained do not attend or receive compensation for training. Poll workers who are trainers and do not work the position they train will attend and receive compensation for additional training.
Training Course(s)	2	\$50.00	\$100.00	
Review Training	0	\$10.00		
Touch Screen Technician (TST)	3	\$160.00	\$480.00	
Training Course(s)	3	\$35.00	\$105.00	
Review Training	0	\$10.00		
Receiving Clerk	5	\$135.00	\$675.00	
Training Course(s)	5	\$35.00	\$175.00	
Review Training	0	\$10.00		
Poll Book Clerk	5	\$125.00	\$625.00	
Training Course(s)	5	\$25.00	\$125.00	
Review Training	0	\$10.00	\$0.00	
Provisional Clerk	2	\$135.00	\$270.00	
Training Course(s)	2	\$35.00	\$70.00	
Review Training	0	\$10.00		
Host	0	\$125.00	\$0.00	
Training Course(s)	0	\$25.00	\$0.00	
Mileage	50	\$0.25	\$12.50	
Early Voting Poll Worker Pay (per hour)	0	\$10.00	\$0.00	(optional – city staff may be used)
Training Course(s)	0	\$50.00	\$0.00	
Alternate Poll Workers	1	\$740.00	\$49.33	Shared with 15 cities
		Sub Total	\$3,006.83	

Poll Worker Recruitment and Training

Poll Worker Recruitment and Administration	17	\$8.00	\$136.00	Per Poll Worker
Training Creation and Preparation (Includes equipment and preparation)	1	\$33.33	\$33.33	Shared with 15 cities
Poll Worker Handbook and Supplies	17	\$1.00	\$17.00	
Poll Worker Training (per person)	17	\$20.00	\$340.00	
Review Training (per person)	0	\$10.00		
		Sub Total	\$526.33	

Equipment

Touch Screen (TSX) Includes:	17	\$75.00	\$1,275.00	(150 voters per machine, minimum of 3 machines per location)
Testing Pre and Post election				
Security Seals				
Canister, Label, and (1) Roll of Paper				(1 per machine)
Printer Housing				(1 per machine)
VIBS–Visually Impaired Ballot Station (Keypad & Headphones)				(1 per polling location)
Voter Access Cards				(4 per machine)
Vote Here Signs (4 per location)	2	\$5.00	\$10.00	
WIFI Connection	2	\$40.00	\$80.00	
Laptop Computers, Programming, Pre/Post Test	7	\$75.00	\$525.00	(If using electronic voter check in, 1 laptop per 500 voters)
		Sub Total	\$1,890.00	

Consumable Supplies

Paper Roll (for each additional)	0	\$1.00	\$0.00	(No charge for unused and returned paper rolls)
Canister Label	0	\$1.00	\$0.00	
Canisters	0	\$10.00	\$0.00	
Polling Location Supplies	2	\$35.00	\$70.00	(Forms, instructions, signs, stickers, pens, pencils, name tags, etc.)
Regular Green Poll Books (per check in station)				Included with Laptop
Provisional Orange Poll Books				Included with Laptop
Paper Ballot Yellow Poll Books				Included with Polling Location Supplies
		Sub Total	\$70.00	

Ballot Layout and Programming

Gems Programming/ Ballot Logic and Accuracy Testing - TSX & Optical Scan	13	\$800.00	\$52.53	Shared with 198 precincts
City/District set-up (cities/districts with new recorders/clerks)	0	\$75.00	\$0.00	
Memory Card Programming (per card)	17	\$15.00	\$255.00	
Audio Programming	1	\$50.00	\$50.00	
		Sub Total	\$357.53	

Election Services

Public L&A Demonstration (testing, programming & demonstration)	1	\$300.00	\$20.00	Shared with 15 cities
Independent Rovers (training & election day - per person)	5	\$500.00	\$178.57	Shared with 14 cities
Election Night Clerk Staff Support	1	\$1,400.00	\$93.33	Shared with 15 cities
Election Night Security	1	\$150.00	\$10.00	Shared with 15 cities
Election Night Ballot / Supply Return Teams	2	\$210.00	\$14.48	Shared with 29 polling locations
Rover Kits (each)	7	\$25.00	\$11.67	Shared with 15 cities
Rovers Training	1	\$400.00	\$26.67	Shared with 15 cities
Help Desk Set-Up	1	\$75.00	\$5.00	Shared with 15 cities
Help Desk Staff	1	\$450.00	\$30.00	Shared with 15 cities based on pre and post regular work day hrs.
Pre-Canvass Ballot Issues Audit, if needed	0	\$300.00	\$0.00	Shared with 0 cities
Canvass Preparation	0	\$150.00	\$0.00	Shared with 15 cities
		Sub Total	\$389.72	

Delivery and Pickup (machines & supplies at polls)

Delivery (per location)	2	\$34.50	\$69.00	Actual cost per contract with moving company
Pickup (per location)	2	\$34.50	\$69.00	Actual cost per contract with moving company
		Sub Total	\$138.00	

Election Night Counting - IT Services

TSX Counters	1	\$750.00	\$50.00	Shared with 15 cities based on # of hrs. -- election specific
		Sub Total	\$50.00	

Early Voting

Fees and services not listed below apply to early vote sites same as an election day polling location				
Administration Support	0	\$30.00	\$0.00	if needed
Poll Delivery and Setup for Electronic Check-in	1	\$50.00	\$50.00	
Early Vote On-call Technical Support (per hour + mileage)	0	\$50.00	\$0.00	
Early Vote TSX	1	\$75.00	\$75.00	
Memory Card Programming (per card)	1	\$15.00	\$15.00	
Early Vote Laptop Computers, Programming, Pre/Post Test	2	\$75.00	\$150.00	
Early Voting Polling Location Supplies	1	\$35.00	\$35.00	(Forms, instructions, signs, stickers, pens, pencils, name tags, etc.)
		Sub Total	\$325.00	

By-Mail and Paper Ballots

Materials				
By-Mail Outer Envelopes	1090	\$0.13	\$141.70	
By-Mail Inner Return Envelopes	1090	\$0.24	\$261.60	
By-Mail Ballots	1090	\$0.32	\$348.80	
Paper Ballots - Election Day, Early Vote, Extra for Remakes, Late Absentee	330	\$0.32	\$105.60	
Test Deck Paper Ballots	29	\$0.50	\$14.50	
Administration				
Ballot set-up (per style)	3	\$25.00	\$75.00	By K&H
Ballot Preparation Assembly into Envelopes (each sent out)	1090	\$0.32	\$348.80	By K&H
Signature Verification and Tabulation Prep. (each returned)	546	\$0.82	\$447.72	
Tabulation (each returned)	546	\$0.32	\$174.72	
Postage				
Freight to Salt Lake City for Non-Profit Rate Out-Bound	1449	\$0.13	\$184.06	Total freight / total Ballots = freight cost per each ballot
Postage Out-Bound	1090	\$0.09	\$98.10	Actual Postage
Postage In-Bound (only if all by-mail option)		\$0.46	\$0.00	Actual Postage
		Sub Total	\$2,200.60	

Post Election

Provisional Verification (per hour)	5	\$25.00	\$125.00	
		Sub Total	\$125.00	

General Administration

Election Administration Support	1	\$45.00	\$45.00	
Clerk Staff (per-hour for any additional services)	0	\$25.00	\$0.00	
		Sub Total	\$45.00	

Complete Paper Voting System

Printed Official Registers (1-3 precincts)	0	\$30.00	\$0.00	
Printed Official Registers (4 or more precincts)	0	\$60.00	\$0.00	
Addendums (per location)	0	\$5.00	\$0.00	Only applies if Vista Local is not used for early voting
Posting List (each)	0	\$7.00	\$0.00	Optional
Update Voter Histories Manually (Hours)	0	\$25.00	\$0.00	
		Sub Total	\$0.00	

Additional Special Services

Total Election Expense	\$9,124.02
Less District Expense	\$5,368.19
Amount Due From City	\$3,755.82

Benchland Water District

Shared voters between City, Benchland, CDS	7,366			
District pays cost of 33% of shared voters between City, Benchland and CDS	1	\$2,046.82	\$2,046.82	
Ballot Set-up	1	\$25.00	\$25.00	
Extra Absentee/By-Mail, Paper ballots	50	\$0.32	\$16.00	Actual printing cost per ballot plus printer setup fee
		District Total	\$2,087.82	This amount is subtracted from the city's total cost

Central Davis Sewer

Shared voters between City, Benchland, CDS	7,366			
Shared voters between City and CDS	2,601			
District pays cost of 33% of shared voters between City, Benchland and CDS	1	\$2,046.82	\$2,046.82	
District pays cost of 50% of shared voters between City and CDS	1	\$1,192.54	\$1,192.54	
Ballot Set-up	1	\$25.00	\$25.00	
Extra Absentee/By-Mail, Paper ballots	50	\$0.32	\$16.00	Actual printing cost per ballot plus printer setup fee
		District Total	\$3,280.37	This amount is subtracted from the city's total cost

Election Name: Municipal General Election
 Election Date: November 3, 2015

By Mail

Printed 02/04/15

Voters per Machine	Expected to Vote Provisional
150	4%

Farmington		Expected Election Day Turnout		
Polling Locations	2	5%		
Precincts	13	Total	By Mail	Early
		5%		

Farmington Comm Center	Precincts	Active	Expected	PM	TST	Poll Workers			Laptops		Machines	Covers		OS Ballots at Polls	
						OS/IPB	Clerks	Hosts	Total	Check-in		Prov.	L		S
	13	9950	498	1		2	1	1	4	1	1	3	1	1	100
City Totals															
	13	9950	498	1	0	2	1	1	4	1	1	3	0	1	100

2015 General
DAVIS COUNTY MUNICIPAL ELECTION EXPENSES
By-Mail Estimate

Farmington City

2013 Poll Workers Compensation Rates

20A-5-602(4)(b) Municipalities may not compensate higher than the county.

	QTY	COST	TOTAL	
Poll Manager (PM)	1	\$160.00	\$160.00	Poll Workers who are trained for early voting and work on election day only attend early vote training. They do not attend or receive compensation for regular training. Poll workers who are trainers and work the position they trained do not attend or receive compensation for training. Poll workers who are trainers and do not work the position they train will attend and receive compensation for additional training.
Training Course(s)	1	\$50.00	\$50.00	
Review Training	0	\$10.00	\$0.00	
Location Set up and supply return allowance	1	\$25.00	\$25.00	
Receiving Clerk	1	\$135.00	\$135.00	
Training Course(s)	1	\$35.00	\$35.00	
Review Training	0	\$10.00	\$0.00	
Provisional Clerk	2	\$135.00	\$270.00	
Training Course(s)	2	\$35.00	\$70.00	
Review Training	0	\$10.00	\$0.00	
Host	0	\$125.00	\$0.00	
Training Course(s)	0	\$25.00	\$0.00	
Mileage	20	\$0.25	\$5.00	
Early Voting Poll Worker Pay (per hour)	0	\$10.00	\$0.00	(optional -- city staff may be used)
Training Course(s)	0	\$50.00	\$0.00	
Alternate Poll Workers	1	\$330.00	\$22.00	Shared with 15 cities
		Sub Total	\$772.00	

Poll Worker Recruitment and Training

Poll Worker Recruitment and Administration	4	\$8.00	\$32.00	Per Poll Worker
Training Creation and Preparation (includes equipment and preparation)	1	\$500.00	\$33.33	Shared with 15 cities
Poll Worker Handbook and Supplies	4	\$1.00	\$4.00	
Poll Worker Training (per person)	4	\$20.00	\$80.00	
Review Training (per person)	0	\$10.00	\$0.00	
		Sub Total	\$149.33	

Equipment

Touch Screen (TSX) Includes:	3	\$75.00	\$225.00	(150 voters per machine, minimum of 3 machines per location)
Testing Pre and Post election				
Security Seals				
Canister, Label, and (1) Roll of Paper				(1 per machine)
Printer Housing				(1 per machine)
VIBS--Visually Impaired Ballot Station (Keypad & Headphones)				(1 per polling location)
Voter Access Cards				(4 per machine)
Vote Here Signs (4 per location)	1	\$5.00	\$5.00	
WiFi Connection	0	\$40.00	\$0.00	
Laptop Computers, Programming, Pre/Post Test	2	\$75.00	\$150.00	(If using electronic voter check in, 1 laptop per 500 voters)
		Sub Total	\$380.00	

Consumable Supplies

Paper Roll (for each additional)		\$1.00	\$0.00	(No charge for unused and returned paper rolls)
Canister Label		\$1.00	\$0.00	
Canisters	0	\$10.00	\$0.00	
Polling Location Supplies	1	\$35.00	\$35.00	(Forms, instructions, signs, stickers, pens, pencils, name tags, etc.)
Regular Green Poll Books (per check in station)				Included with Laptop
Provisional Orange Poll Books				Included with Laptop
Paper Ballot Yellow Poll Books				Included with Polling Location Supplies
		Sub Total	\$35.00	

Ballot Layout and Programming

Gems Programming/ Ballot Logic and Accuracy Testing - TSX & Optical Scan	13	\$800.00	\$53.06	Shared with 196 precincts
City/District set-up (cities/districts with new recorders/clerks)	0	\$75.00	\$0.00	
Memory Card Programming (per card)	3	\$15.00	\$45.00	
Audio Programming	1	\$50.00	\$50.00	
		Sub Total	\$148.06	

Election Services

Public L&A Demonstration (testing, programming & demonstration)	1	\$300.00	\$20.00	Shared with 15 cities
Independent Rovers (training & election day - per person)	0	\$500.00	\$0.00	Shared with 14 cities
Election Night Clerk Staff Support	1	\$1,400.00	\$93.33	Shared with 15 cities
Election Night Security	1	\$150.00	\$10.00	Shared with 15 cities
Election Night Ballot / Supply Return Teams	1	\$210.00	\$14.00	Shared with 15 polling locations
Rover Kits (each)	5	\$25.00	\$8.33	Shared with 15 cities
Rovers Training	0	\$400.00	\$0.00	Shared with 15 cities
Help Desk Set-Up	1	\$75.00	\$5.00	Shared with 15 cities
Help Desk Staff	1	\$450.00	\$30.00	Shared with 15 cities based on pre and post regular work day hrs.
Pre-Canvass Ballot Issues Audit, if needed	0	\$300.00	\$0.00	Shared with 1 cities
Canvass Preparation	1	\$150.00	\$10.00	Shared with 15 cities
		Sub Total	\$190.67	

Delivery and Pickup (machines & supplies at polls)

Delivery (per location)	1	\$34.50	\$34.50	Actual cost per contract with moving company
Pickup (per location)	1	\$34.50	\$34.50	Actual cost per contract with moving company
		Sub Total	\$69.00	

Election Night Counting - IT Services

TSX Counters	1	\$750.00	\$50.00	Shared with 15 cities based on # of hrs. -- election specific
		Sub Total	\$50.00	

Ballot Remake Equipment

Remake TSX	4	\$75.00	\$20.00	Shared with 15 cities
Remake Memory Cards	4	\$15.00	\$4.00	Shared with 15 cities
Remake Laptops	1	\$75.00	\$5.00	Shared with 15 cities
		Sub Total	\$29.00	

By-Mail and Paper Ballots

Materials and Services from Printer

By-Mail Outer Envelopes	9950	\$0.06	\$549.24	
By-Mail Inner Return Envelopes	9950	\$0.11	\$1,049.73	
Instruction/ID requirement Inserts including product and service	1	\$7,472.43		
Instruction/ID requirement Inserts per ballot	9950	\$0.0544	\$541.74	
Test Deck Paper Ballots	1	\$399.50	\$26.63	Shared with 15 cities
Ballot set-up (per style)	3	\$25.00	\$75.00	Printer Cost
Freight to Salt Lake City for Non-Profit Rate Out-Bound	1	\$1,918.59		
Frighnt cost per ballot	9950	\$0.0140	\$139.09	9950

1st Mailing

By-Mail Ballots	9950	\$0.32	\$3,223.60	
Assembly, insert and mailing services	9950	\$0.31	\$3,084.50	
Postage Out-Bound	9950	\$0.10	\$1,041.77	Actual Postage

2nd Mailing

By-Mail Ballots	100	\$0.37	\$36.70	
Assembly, insert and mailing services	100	\$0.37	\$36.70	
Postage Out-Bound	100	\$0.69	\$69.00	Actual Postage

County Administration

Signature Verification and Tabulation Prep. (each returned)	2985	\$0.31	\$918.19	these are figured with a formula but will need to be ca
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Return Postage

Postage In-Bound Business Reply	2985	\$0.54	\$1,602.95	Actual Postage
Returned Undeliverable Postage	199	\$0.54	\$106.86	Actual Postage
		Sub Total	\$12,501.89	

Post Election

Provisional Verification (per hour)	5	\$25.00	\$125.00	
		Sub Total	\$125.00	

General Administration

Election Administration Support	1	\$45.00	\$45.00	
Clerk Staff (per-hour for any additional services)	0	\$25.00	\$0.00	
		Sub Total	\$45.00	

Additional Special Services

Total Election Expense	\$14,494.95
Less District Expense	\$8,552.02
Amount Due From City	\$5,942.93

Benchland Water
Central Davis Sewer

23.00% \$3,333.84
36.00% \$5,218.18
District Total \$8,552.02

This amount is subtracted from the city's total cost

CITY COUNCIL AGENDA

For Council Meeting:

February 17, 2015

S U B J E C T: Dennis Gibbons and Vertis Anderson regarding City Trails

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Dennis Gibbons and Vertis Anderson will be making this presentation.

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

CITY COUNCIL AGENDA

For Council Meeting:
February 17, 2015

S U B J E C T: Police Chief Report on Law Enforcement Impacts Related to new Growth

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Police Chief Wayne Hansen will be making this presentation.

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

CITY COUNCIL AGENDA

For Council Meeting:
February 17, 2015

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

1. Proposed City Ordinance for the “Building Occupancy Resumption Program” (BORP)
2. Amendment to ICMA 457 Plan to Allow Loans
3. Approval of Minutes from City Council Meeting held February 3, 2015
4. Approval of Storm Water Bond Log for January

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 Miller, Certified Building Official

Date: February 17, 2015

SUBJECT: PROPOSED CITY ORDINANCE FOR THE "BUILDING OCCUPANCY RESUMPTION PROGRAM".

RECOMMENDATION

Approve the enclosed Building Occupancy Resumption Program Ordinance.

BACKGROUND

A year ago David Petersen and I went to a meeting at the Salt Lake City Library to learn more about the Building Occupancy Resumption Program. This meeting had many engineers, architects, public officials and inspectors. The B.O.R.P. program will assist Farmington City in the event of an earthquake that results in damage to buildings; the City's building inspection resources will likely be strained beyond capacity by voluminous requests to determine whether such buildings are safe to occupy. The City's building inspection resources will be allocated with the primary intent of addressing public safety concerns rather than attempting to facilitate the resumption of business operations.

Various businesses and building owners may want to provide for the inspection and reoccupation of their buildings more rapidly than the time frame that would be possible using only the City's building inspection resources. Inspection delays occurring due to strain on the City's inspection resources could be considerably diminished through pre-authorized emergency inspection of buildings by qualified private inspectors.

Staff believes the creation of the Building Occupancy Resumption Program that permits appropriate pre-authorized inspections of qualifying buildings following a significant earth quake promotes the health, safety, and welfare, of the citizens of the city.

Respectfully Submitted

Eric Miller
Building Official

Review and Concur

Dave Millheim
City Manager

ORDINANCE NO. _____

**AN ORDINANCE ENACTING TITLE 10 CHAPTER 9 OF THE
FARMINGTON CITY MUNICIPAL CODE RELATING TO THE BUILDING
OCCUPANCY RESUMPTION PROGRAM.**

PREAMBLE

In the event of an earthquake that results in damage to buildings, the City's building inspection resources will likely be strained beyond capacity by voluminous requests to determine whether such buildings are safe to occupy. The City's building inspection resources will be allocated with the primary intent of addressing public safety concerns rather than attempting to facilitate the resumption of business operations.

Various businesses and building owners may want to provide for the inspection and reoccupation of their buildings more rapidly than the time frame that would be possible using only the City's building inspection resources. Inspection delays occurring due to strain on the City's inspection resources could be considerably diminished through pre-authorized emergency inspection of buildings by qualified private inspectors.

The City finds that the creation of a Building Occupancy Resumption Program that permits appropriate pre-authorized inspections of qualifying buildings following a significant earthquake promotes the health, safety, and welfare, of the citizens of the City.

BE IT ORDAINED BY THE FARMINGTON CITY MUNICIPAL COUNCIL:

Section 1. Purpose. The purpose of this Ordinance is to enact Title 10 Chapter 9 of the Farmington City Municipal Code establishing the Building Occupancy Resumption Program.

Section 2. Enactment of Title 10 Chapter 9 of the Farmington City Municipal Code. Title 10 Chapter 9 of the Farmington City Municipal Code relating to the Building Occupancy Resumption Program shall be enacted to read as follows:

CHAPTER 9

BUSINESS OCCUPANCY RESUMPTION PROGRAM

- 10-9-010: Business Occupancy Resumption Program Established**
- 10-9-020: Definitions**
- 10-9-030: Administration**
- 10-9-040: Adoption of Rules and Regulations**
- 10-9-050: Participation in the BORP Program**
- 10-9-060: Implementation of BORP Inspections**

10-9-070: Termination of BORP Program Eligibility

10-9-010: BUSINESS OCCUPANCY RESUMPTION PROGRAM ESTABLISHED:

There is hereby established a voluntary Business Occupancy Resumption Program ("BORP") through which participants who satisfy the requirements set forth in this chapter can provide for the accelerated inspection and re-occupancy of their building after a significant earthquake that results in damage to buildings.

10-9-020: DEFINITIONS:

As used in this chapter:

Approved Inspector: An inspector who has been approved by the City for the roles of (1) reviewing and signing off on those portions of the applicant's BORP Plan pertinent to the inspector's area of expertise, and (2) performing inspections of appropriate qualifying buildings subsequent to a Triggering Event.

BORP: Building Occupancy Resumption Program.

BORP Certificate of Approval: A certificate issued by the City to the building owner upon approval of the BORP Plan pertaining to that particular building.

BORP List: The City's list of buildings that have a current BORP Certificate of Approval and are eligible for inspection by Approved Inspectors following a Triggering Event.

BORP Plan: A package of information pertaining to a particular building that has been prepared for the purpose of determining whether that building will be included on the City's BORP List.

Triggering Event: An earthquake large enough to create a declared state of emergency within the City.

10-9-030: ADMINISTRATION:

The BORP Program will be administered by the City's Building Official or by the City Building Official's Designee.

10-9-040: ADOPTION OF RULES AND REGULATIONS:

The City Building Official or Designee may adopt rules and regulations approved by the Mayor to implement the provisions of this chapter. Such rules and regulations shall not conflict with this chapter or any other law effective within the boundaries of the City.

10-9-050: PARTICIPATION IN THE BORP PROGRAM:

Applicants desiring to add a particular building to the City's BORP List may petition for the inclusion of the building by submitting a BORP Plan to the City's Building Official or Designee for review and approval. The building will only be added to the City's BORP List if the City's Building Official or Designee determines the submitted BORP Plan satisfies all requirements set forth in this chapter and in any rules or regulations adopted by the City's Building Official or Designee in accordance with Section 10-9-040.

10-9-060: IMPLEMENTATION OF BORP INSPECTIONS:

Upon the occurrence of a Triggering Event, any building that is included on the City's BORP List may be inspected by the appropriate Approved Inspectors pursuant to the procedures as set forth in this chapter and in any rules and regulations adopted by the City's Building Official or Designee in accordance with Section 10-9-040.

10-9-070: TERMINATION OF BORP PROGRAM ELIGIBILITY:

A building may be removed from the City's BORP List for one or more of the following reasons:

- A. The period of BORP List Eligibility specified in the rules and regulations adopted by the City's Building Official or Designee in accordance with Section 10-9-040 has expired, and the applicant has not submitted any requisite renewal form required by such rules and regulations; or
- B. The approved inspectors who participated in the review and preparation of the BORP Plan are no longer available to provide necessary inspections.

Section 3. Effective date. This Ordinance shall take effect upon first publication.

PASSED, APPROVED AND ADOPTED by the City Council of Farmington City, State of Utah, this 17th day of February, 2015.

FARMINGTON CITY

H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder



HISTORIC BEGINNINGS • 1847

**BUILDING OCCUPANCY
RESUMPTION PROGRAM
(BORP)**

**FARMINGTON CITY CORPORATION
BUILDING SERVICES
EMERGENCY OPERATIONS PLAN**

January 30, 2015

**For any questions regarding this
program, please call the Building
Department at 801-451-2383**



FARMINGTON CITY BUILDING SERVICES EMERGENCY OPERATIONS PLAN

BUILDING OCCUPANCY RESUMPTION PROGRAM

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FARMINGTON CITY BUILDING SERVICES
City of Farmington
160 South Main, Farmington UTAH 84025

BUILDING OCCUPANCY RESUMPTION PROGRAM

After a major earthquake involving damage to Farmington City buildings, it is important that local buildings can be inspected and reoccupied and that business can resume operations as soon as it is safely possible. The Building Division and volunteer inspectors will be utilizing standard emergency inspection and posting procedures with priorities geared toward public safety rather than expeditious business resumption. Some building owners may wish to develop programs of private inspection for their buildings to permit rapid, individualized emergency response.

I. PURPOSE

The purpose of a pre-certified emergency inspection program is to allow a quick and thorough evaluation of possible damage to a structure by qualified persons familiar with the structural design and life-safety systems of the building. This private emergency inspection could facilitate rapid decisions regarding the closure or re-occupancy of building areas. Pre-certified emergency inspection could reduce inspection delays, as City inspection personnel typically are dispatched first to areas of greatest damage or public hazard, which may not include the building in question.

II. PREPARATION

Building owners or their authorized representatives may request participation in this program at any time except during the aftermath of an earthquake resulting in a declared state of emergency. A building designated as having met the requirements outlined below in preparing for emergency response shall be placed on a list of buildings for which private emergency inspection is acceptable. There is no Building Division fee for participation in this program.

Building owners who wish to participate in the program should take the following steps; more detail is available in referenced sections.

- Select an architect or engineer to coordinate and prepare the BORP Plan.
- Select the emergency inspection team - (Section III) and initiate agreements with each of the inspectors listed in the BORP Plan. (See Appendix E, Item A).
- Locate the building construction drawings (if available).
- Develop building information. (See Appendix E, Item B).
- Create 11x17 building sketches or plans (See Section IV, Item E.1).
- Write Detailed Building Description. (See Appendix E, Item D).
- Write Emergency Inspection Plan - (See Section V and Appendix E, Item E)
- Obtain and store emergency earthquake safety and inspection equipment/supplies (See Appendix E, Item C)..



- Submit written BORP Plan to the Building Division using Appendix B. If the Building Division requires changes, then revise the plan as requested and resubmit.
- As circumstances change, update inspection plan, supplies, personnel changes, and training as necessary.
- Submit Biennial Program Renewal form - Appendix D - before each biennial anniversary of initial approval date every other year

III. EMERGENCY INSPECTION TEAM REQUIREMENTS

A minimum of one primary and one alternate inspector shall be retained by the building owner for each applicable inspection discipline. Each inspector shall have familiarity with the building.

The structural inspection team shall consist of the primary structural engineer and one or more alternate structural engineers who are trained in ATC-20 Detailed Evaluation Procedures and are familiar with the building (Appendix G). Note that ATC-20 Detailed Evaluation Procedure is more extensive than the Rapid Evaluation Procedure.

The elevator inspection team (if applicable) shall consist of an elevator firm with at least two contacts.

Architects, mechanical engineers, and other experienced inspectors can add expertise to an inspection team to address nonstructural hazards such as blockage of exits, facade and ceiling assembly hazards, life safety system performance, and hazardous materials. The life-safety inspection team shall consist of the primary individual and one alternate individual for each needed discipline.

Architects/engineers experienced with historical structures should be considered for the emergency inspection of historic buildings.

Emergency inspectors who meet the necessary criteria for specific buildings associated with this program will be authorized by Farmington City Corporation to perform inspections and to post such specific buildings, provided such buildings are on the pre-certified list, with official City placards. As a governmental entity Farmington City Corporation is immune from suit for any injuries or damages arising under or in connection with policies, practices, or actions relating to the Building Occupancy Resumption Program ("BORP"). The City expressly refuses to waive any immunity it possesses pursuant to Utah law, and any responsibility or liability associated with BORP shall be attributed solely to the owner and their contracted inspectors. The extent of any responsibility and liability is governed by the agreement between the owner and their respective inspectors.

A. Minimum Qualifications and Requirements

1. Structural Inspectors
 - a. Familiarity with the building structural systems
 - b. Current Utah license as a professional civil or structural engineer
 - c. Relevant experience in the structural design of similar size and complexity buildings
 - d. Proficiency in ATC-20 Detailed Evaluation Procedures
2. Elevator Inspectors
 - a. Familiarity with the building elevator installation



- b. Employment by a firm engaged in elevator maintenance and installation as their primary business.
3. Life-safety System Inspectors
 - a. Familiarity with the building life-safety systems.
 - b. Each building is unique and will require building specific inspections. The BORP Plan should consider all aspects of the building safety and provide the necessary discipline inspectors to verify its condition in accordance with ATC-20 guidelines.

IV. REQUIRED SUBMITTAL DOCUMENTS, EQUIPMENT AND SUPPLIES

This section lists the information that must be included in the BORP Plan submittal.

- A. BORP Checklist from Appendix A.
- B. List of Emergency Inspection Team. Use Appendix E, Section A.
- C. Signed copies of Appendix C (Emergency Inspector Authorization) for each individual listed on the Emergency Inspection Team.
 1. Structural inspectors
 2. Elevator inspection firm contacts
 3. Life-safety inspectors (may include multiple disciplines)
- D. Information about the building and the location of the supplies within the building. Use Appendix E, Sections B and C.
- E. A Detailed Building Description using Appendix E, Section D. This will describe key structural, architectural, and life-safety elements and their expected behavior.
 1. The Detailed Building Description shall include structural, architectural, and life-safety system information on 11" x 17" sheets for each floor, roof, basement, and exterior building elevation. The sketches or drawings may be reductions of the original construction drawings, or they should be drawn to scale and show outside building dimensions, and locations of structural walls, columns, and lateral resisting elements. The sketches or drawings should also include the locations of essential life-safety systems and building exits. The sketches or drawings should also show the location of key inspection items. The purpose of the drawings is for the emergency inspectors to use during the post-earthquake inspection of the building.
- F. A building Emergency Inspection Plan (Section V) using Appendix E, Section E, including an evacuation plan and other pertinent information as described in Section V.
- G. Although not required by BORP, the building owner is encouraged to have the building evaluated by a structural engineer using ASCE 31 *Seismic Evaluation of Existing Buildings*, or ASCE 41 *Seismic Rehabilitation of Existing Buildings*. This evaluation can identify weaknesses or deficiencies in the building. This information will provide the owner with an understanding of how the building may respond to earthquake ground motions, and allow for better post-earthquake preparations. Because the purpose of BORP is to allow for rapid building re-occupancy, it would be in an owner's best interest to correct known weaknesses and deficiencies prior to an earthquake.
- H. Certify that the documents, equipment and supplies listed in Appendix E, Item C are currently at the building and will remain at the building while the building is accepted in the BORP.

V. EMERGENCY INSPECTION PLAN

The Emergency Inspection Plan describes an evacuation procedure, describes the inspection protocol, and explains in detail what structural and nonstructural elements will need to be inspected. Use Appendix E, Section E.



- A. [Optional] Placement of accelerometers. Instrumentation is recommended as part of an Emergency Inspection Program for all high-rise buildings in Farmington City. Correct placement of accelerometers can provide valuable post-earthquake information about the performance of a building. This option may be considered in certain cases as a means of reducing the percentage of joints required to be inspected after an earthquake.

VI. BORP PLAN REVIEW

- A. Two copies of all pre-certification documents listed in Sections IV and V shall be submitted to the Division of Building Services for review.
- B. There is not cost for the initial review submittal. Additional reviews may be subject to review fees.
- C. The Building Division will review the documents to ensure that they conform to the requirements of the Building Occupancy Resumption Program.
- D. If review comments requiring changes or alterations are provided, then the Plan must be revised and two copies of the revised Plan must be submitted to the Division.

VII. PRE-CERTIFICATION

Pre-certification must occur before the occurrence of an earthquake that triggers the utilization of the processes and procedures set forth in these rules. No documentation pertaining to application for admission into the Business Occupancy Resumption Program will be accepted for a period of at least three months after a declared state of emergency.

VIII. PRE-CERTIFICATION ACCEPTANCE

Once the BORP Plan has been reviewed and accepted, the Building Division will add the building to the list of buildings approved for the Building Occupancy Resumption Program and shall provide the applicant with the following documentation:

- A. City signed Appendix A – BORP Checklist
- B. City signed Appendix B – Owner Request for Pre-certification form
- C. City signed copy of Appendix C – Emergency Inspector Authorization form for each inspector on the inspection team
- D. Copy of the accepted Program Format from Appendix E
- E. Official City posting placards for each building entrance listed in the BORP Plan. Two types of placards will be provided.
 - 1. Official BORP placards which will signed by members of the inspection team.
 - 2. Interim placards which the building owner may choose to use at his or her own risk prior to the BORP inspection team inspections, subject to the guidelines listed in the Interim Inspection section below.
- F. Certificate of Approval to display in building

IX. IMPLEMENTATION

- A. Upon notification of an earthquake resulting in the City declaring the need for post-earthquake safety evaluation of buildings, the BORP Plan shall be initiated. The goal is to initiate the emergency inspection program within **72** hours of the earthquake, or sooner if agreed between inspection team and owner.



- B. Contact Building Division immediately if a building or area (including sidewalk, street, or parking area) presents a public safety hazard or if an emergency demolition or shoring permit is needed.
- C. Arrange for barricading of all unsafe areas. Contact the City's Public Works, 801-451-2624, if areas barricaded include a City street, otherwise adversely affect City services, or if barricades provided by the building owner are insufficient.
- D. Complete and submit to City the ATC-20 Detailed Evaluation Safety Assessment Form (Appendix H) as soon as reasonably possible.
- E. Post building (green, yellow, or red) at the main entry of the building and at all entrances listed in the BORP Plan using City provided BORP placards. The elevator and life safety inspection may occur separately from structural inspection.
- F. Take preventive measures regarding gas leaks, release of hazardous materials, or other life-safety mitigation.
- G. The goal is to submit the ATC-20 Detailed Evaluation Safety Assessment Form (Appendix H) signed and dated by pre-certified inspectors to the Division of Building Services within 1 week of the earthquake. If reports are not received by that time, an inspection may be made by City inspectors or by authorized volunteer inspectors using standard City-wide inspection criteria.

X. INTERIM INSPECTION

- A. It is understood that building owners may want to reoccupy a building prior to the arrival of the identified BORP inspectors. The BORP Plan includes an Emergency Inspection Plan, which will make building owners better prepared to make an initial assessment of the building damage. As a governmental entity Farmington City Corporation is immune from suit for any injuries or damages arising under or in connection with policies, practices, or actions relating to the Building Occupancy Resumption Program ("BORP"). The City expressly refuses to waive any immunity it possesses pursuant to Utah law. Building owners with a current BORP Plan who determine that exigent circumstances require occupancy of the building within an accelerated time frame may elect, at their own risk, to use the building technical staff to make an interim inspection and to post the building exits with interim placards under the following conditions.
 - 1. Interim placards will only be posted until the BORP inspection is made.
 - 2. Interim placards will expire one week from the date of the earthquake.
 - 3. Building owner shall have a hard copy of ATC-20-1, *Field Manual: Post-earthquake Safety evaluation of Building (2nd edition)*.
 - 4. Any interim inspectors must possess the necessary technical skills and be capable of interpreting the concepts of ATC-20-1 and the BORP Emergency Inspection Plan.
 - 5. Interim inspectors must be trained in use of ATC 20-1.
 - 6. Interim inspection is done at the owner's risk.
 - 7. ATC-20 Rapid Evaluation Safety Assessment Form must be turned into the Division of Building Services within 24 hours of posting the building with interim placards.

XI. BUILDING DIVISION VERIFICATION

The Building Division may perform inspection of a building accepted for the Building Occupancy Resumption Program under any of the following conditions:



- A. The emergency inspector has reported the building unsafe and has posted it with a red placard.
- B. There is reason to believe that unsafe conditions exist.
- C. Building owners, tenants, other City agencies, or members of the general public have expressed specific concerns regarding the building at issue.

XII. TERMINATION

Before each biennial anniversary of original approval date, a courtesy reminder notice will be sent to the owner or agent via email. If there is no response from the owner within 180 calendar days, or for one or more of the following reasons, the building may be removed from the Building Occupancy Resumption Program:

- A. Biennial Program Renewal forms (Appendix D) have not been submitted.
- B. Agreement between building owner and inspection team has been terminated.
- C. Changes in building or inspection team do not meet minimum requirements.



BUILDING OCCUPANCY RESUMPTION PROGRAM APPENDIX A

BORP CHECKLIST

Building Address: _____

- Appendix A – This BORP Checklist, marked by submitter to show all items submitted
- Appendix B – Owner Request for Pre-certification – signed by building owner or authorized agent
- Appendix C – Emergency Inspector Authorization – one form for each inspector
- Appendix E – Program Format - completed with applicable information listed below

Appendix E Information

1. List of primary & alternate emergency inspectors for this building with addresses and phone numbers (Appendix E, Item A):
 - Licensed engineers for structural inspection
 - Elevator firm, if elevator inspection required
 - Life-safety system inspectors, as required
 - Building contact persons
2. Building information (Appendix E, Item B):
 - Photograph
 - Address
 - Description of building including date of original construction, building height, number of stories, and size
 - Estimated current building valuation
 - Number of entrances for which placards are requested
 - Number of occupants
 - Listing of building uses – offices, apartments, etc.
3. Required Documents, Equipment, and Supplies (Appendix E, Item C):
 - Access procedures for entrance to the site and all building areas (Appendix E, Item C.1)
 - Verify location of Detailed Building Description, Emergency Inspection Plan, Evacuation Plan, construction drawings, and City placards (Appendix E, Item C.2)
 - Verify location of equipment and supplies (Appendix E, Item C.3)
 - Copy of ATC-20-1, *Field Manual: Post-earthquake Safety Evaluation of Buildings (2nd Edition)* for use with Interim inspection
4. Detailed Building Description (Section IV, Item B and Appendix E, Item D):
 - 11x17 sketches or drawings (Section IV, Item E.1)
 - Description of structural gravity and lateral system and structural materials
 - Description of expected seismic behavior or damage
 - Description of life-safety systems including location of emergency power generator
 - Description of building fire detection and suppression systems
 - Description of nonstructural components including the description and locations of potential falling hazards (interior and exterior)
 - Information about hazardous material, including known friable asbestos-containing materials



5. Emergency Inspection Plan (Section V and Appendix E, Item E):

- Evacuation Plan
- Inspection instructions consistent with ATC-20 *Procedures for Post-earthquake Safety Evaluation of Buildings* including Detailed Evaluation Procedure
- Inspection methodology for welded steel joint inspection (if applicable) according to FEMA 352
- Detailed instructions regarding where to look, how to obtain access, what to look for, and how to interpret observed damage to specific structural elements
- Detailed instruction regarding how to inspect specific nonstructural elements and how to interpret observed damage
- Detailed instructions regarding additional inspection procedures to be performed following aftershocks
- [Optional] Placement of accelerometers

Reviewed & Accepted by: _____

Date: _____

RETURN ONE COPY OF THIS FORM TO BUILDING OWNER AFTER REVIEW & ACCEPTANCE



BUILDING OCCUPANCY RESUMPTION PROGRAM APPENDIX B

OWNER REQUEST FOR PRE-CERTIFICATION

Pre-certification of the building at (address): _____,
Farmington City, Utah, is requested for acceptance in the Building Division Occupancy
Resumption Program.

Name of person submitting BORP Plan: _____
I certify that:

The owner of the building at the above address is: _____
Address: _____
Phone: _____

1. I am authorized to act as the owner's agent in requesting participation in the program.
2. The enclosed pre-certification documentation and written emergency inspection program complies with the minimum requirements of the Building Occupancy Resumption Program.
3. Emergency inspectors have been given a copy of the Emergency Inspection Plan for the building at the address listed above, and will have access to relevant drawings.
4. Emergency inspectors upon implementation will be given means of access to all areas of the building at all times of day and night or have been given instructions regarding obtaining accompanied access.
5. All emergency inspectors will receive immediate notification of any changes in factors affecting the Emergency Inspection Plan (e.g. changes to structural or life-safety systems, access to building, etc).
6. If an owner determines that exigent circumstances require the performance of an interim inspection prior to the BORP Inspection, then such interim inspection will be performed at the owner's own risk and pursuant to the guidelines listed in Section X.

The documents, equipment, and supplies listed in Appendix E are currently at the building and will remain at the building while the building is accepted in the BORP Plan.

Signature _____ Phone _____ Date _____
(typed name): _____

The pre-certification documentation for this building has been accepted by the Division of Building Services. The building will be placed on the list of buildings for the Building Occupancy Resumption Program.

Accepted by: _____ Date: _____

RETURN ONE COPY OF THIS FORM TO BUILDING OWNER AFTER REVIEW &
ACCEPTANCE



BUILDING OCCUPANCY RESUMPTION PROGRAM APPENDIX C

EMERGENCY INSPECTOR AUTHORIZATION (One form for each inspector)

Name: _____

I request pre-certification as an emergency inspector for the building at: _____

Farmington City, Utah for the following type of emergency inspection:

A. Structural Inspector

I am a Utah licensed engineer: _____ Lic. No.: _____

I certify that:

1. I have relevant experience in the design of similar size and complexity buildings. Fill in requested information from opposite side of this form.
2. I am proficient in ATC-20 Detailed Evaluation Procedures and will complete any additional and/or refresher training in a manner consistent with maintaining readiness.
3. I am familiar with the BORP Emergency Inspection Plan and relevant drawings for this building.
4. I accept authorization as an emergency inspector by the City of Farmington Building Building Division and will display this form upon request.

B. Elevator Inspection Firm

I certify that:

1. Employees of my firm are authorized as qualified elevator technicians by the building owner.
2. My firm is familiar with the building elevator equipment, installation, and operation.
3. I will report findings to the structural inspector for inclusion in emergency inspection reports, or submit findings directly to Building Services with copy to the structural inspector.

C. _____ [

Life-safety System Inspector. Discipline: _____

I certify that:

1. I am familiar with the building life-safety system and have access to relevant drawings.
2. I will report findings to the structural inspector for inclusion in emergency inspection reports, or submit findings directly to Building Services with copy to the structural inspector.

(Signature)

Date: _____

(typed/printed name)

The inspector shown above is deputized as an emergency inspector for the above-listed building by the Farmington City Division of Building Services and is authorized to post this building with official City post-earthquake safety evaluation placards.

Accepted by _____ Date: _____



RETURN ORIGINAL OF THIS FORM TO BUILDING OWNER AFTER REVIEW &
ACCEPTANCE
BUILDING OWNER TO GIVE ORIGINAL TO INSPECTOR FOR IDENTIFICATION PURPOSES



Appendix C (Cont)

Structural Engineer Relevant Experience

Please list four buildings that you have been involved in the structural design of and which are similar in size and complexity.

Building Name	City and State	Approximate Building Area	Approximate Number of Stories	Approximate Year Constructed



BUILDING OCCUPANCY RESUMPTION PROGRAM APPENDIX D

BIENNIAL PROGRAM RENEWAL

TO BE SUBMITTED EVERY OTHER YEAR BEFORE EACH BIENNIAL ANNIVERSARY OF ORIGINAL APPROVAL DATE

Building Address: _____, Farmington City, Utah.

Estimated current building valuation is \$ _____

No change has been made in the building or any element of emergency inspection program.

All emergency equipment and supplies for the program have been checked and updated as necessary.

The building owner has changed. The new owner is _____

A Request for Pre-certification form signed by the new owner is enclosed.

Emergency inspectors/contact information has changed. Completed Emergency Inspector Authorization forms (Appendix C) for new inspectors are enclosed.

Changes have been made to the building that affect the Emergency Inspection Plan. Emergency inspectors have been given revised drawings for any relevant changes to the building.

Emergency inspectors have been given a copy of all Emergency Inspection Plan revisions.

Signed by: _____ The designated contact person for biennial update (the structural inspector, or the owner, or the owner's agent):

(Signature): _____ Date: _____

(Typed name) _____

(Company): _____ (Phone No.): _____ (Email): _____

The updated documentation for this building has been accepted by Farmington City Building Division. The building will remain on the list of buildings for the Building Occupancy Resumption Program.

Accepted by: _____ Date: _____

RETURN ONE COPY OF THIS FORM TO BUILDING OWNER AFTER REVIEW & ACCEPTANCE



BUILDING OCCUPANCY RESUMPTION PROGRAM APPENDIX E

PROGRAM FORMAT

Building Address: _____

A. Emergency Inspection Team

1. Licensed engineers retained for structural inspection:

Name and email address	Firm and Address	Work Phone	Cell Phone	Home Phone
Primary:				
Alternate:				
Alternate:				

2. Elevator firm retained for elevator inspection (if elevator inspection required):

Firm Name:				
Name and email address	Address	Work Phone	Cell Phone	Home Phone
Primary contact:				
Alternate contact:				

3. Life-safety system inspectors retained for life-safety inspections (Include as many disciplines as required):

Discipline:				
Name and email address	Address	Work Phone	Cell Phone	Home Phone
Primary:				
Alternate:				

4. Building Contact Persons:

Name, title, and email address	Address	Work Phone	Cell Phone	Home Phone
Primary:				
Alternate:				



B. Building Information

1. Photograph at main entrance:

- 2. Address: _____
- 3. Description of building: _____
 - a. _____
 - b. Date of original construction: _____
 - c. No. of stories beginning at ground floor: _____
 - d. No. of levels below ground: _____
 - e. Building height: _____
 - f. Square footage on each level: _____
 - g. Total square feet: _____
 - h. Dimension of ground floor footprint: _____



- 4. _____
Estimated current building valuation: \$ _____
- 5. _____
Number of entrances for which placards are requested: _____
- 6. _____
Estimated number of occupants: _____
- 7. _____
Listing of building use(s): _____

C. Required Documents, Equipment, and Supplies:

- 1. Describe access procedures and/or keys for entrance to the site and all building areas:

- 2. List location within building of the following BORP Plan documents:
 - a. Construction drawings (if available)
 - b. 11x17 sketches or drawings
 - c. Detailed Building Description
 - d. Evacuation Plan
 - e. Emergency Inspection Plan
 - f. Official City provided placards (one of each color for each building entrance)
 - g. BORP Inspection report forms; ATC-20 Detailed Evaluation Safety Assessment Forms (Appendix G):
 - h. Copy of ATC-20-1, *Field Manual: Post-Earthquake Safety Evaluation of Buildings (2nd Edition)* for use with interim inspection.
 - i. Interim Inspection report forms; ATC-20 Rapid Evaluation Safety Assessment Forms (Appendix H):

- 3. List location within building of the following equipment and supplies:

- a. Hard hats
- b. Gloves
- c. Safety glasses
- d. Respirators
- e. Flashlights
- f. Measuring devices
- g. Hammer
- h. Screwdriver
- i. Walkie-talkies or other emergency communication equipment (if needed in large building):

- j. Ladders or other equipment needed for inspection access:

- k. Caution tape, barricades



i. Other necessary equipment or supplies:



D. Detailed Building Description (Use additional sheets as needed)

1. 11x17 sketches or drawings of building (See Section IV, Item E.1).
2. Description of structural gravity and lateral system and structural materials:
3. Description of expected seismic behavior or damage:
4. Description of life-safety systems including location of emergency power generator:
5. Description of building fire detection and suppression systems:
6. Description of nonstructural components including the description and locations of potential falling hazards (interior and exterior):
7. Information about hazardous material, including known friable asbestos-containing materials (Repeat for each type):
 - a. Type:
 - b. Location:
 - c. Handling Instructions:
 - d. Type:
 - e. Location:
 - f. Handling Instructions:



E. Emergency Inspection Plan (See Section V) (Use additional sheets as needed)

The Emergency Inspection Plan must include:

1. Evacuation Plan: A description of steps needed to be taken to safely evacuate the building. Consider location and distance to exits considering expected earthquake damage (structural and nonstructural) along the exit routes and at the exits:
2. Inspection instructions consistent with *ATC-20 Procedures for Post-Earthquake Safety Evaluation of Buildings* (Appendix G) including the Detailed Evaluation Procedure:
3. Inspection methodology for welded steel joint inspection (if applicable) according to FEMA 352:
4. Detailed instructions regarding where to look, how to obtain access, what to look for, and how to interpret observed damage to specific structural elements:
5. Detailed instruction regarding how to inspect specific nonstructural elements and how to interpret observed damage:
6. Detailed instructions regarding additional inspection procedures to be performed following aftershocks:
7. [Optional] Placement of accelerometers. (This option may be considered in certain cases as a means of reducing the percentage of joints required to be inspected after an earthquake.)



BUILDING OCCUPANCY RESUMPTION PROGRAM APPENDIX F

ATC-20, ATC-20-1, and ATC-20-2

Appendix F is ATC-20, *Post-earthquake Safety Evaluation of Buildings*, ATC-20-1, *Field Manual: Pos-earthquake Safety Evaluation of Buildings (2nd Edition)*, and ATC-20-2, the *Addendum to the ATC-20 Post-earthquake Building Safety Evaluation Procedures*. These copyrighted publications are not included in the materials of the program. To order these publications, contact the Applied Technology Council, 555 Twin Dolphin Drive, Suite 500, Redwood City, CA 94065, 650-595-1542; <http://www.atccouncil.org>.



BUILDING OCCUPANCY RESUMPTION PROGRAM APPENDIX G

ATC-20 DETAILED EVALUATION SAFETY ASSESSMENT FORM

For use with BORP Inspections



ATC-20 Detailed Evaluation Safety Assessment Form

Inspection

Inspector ID: _____

Affiliation: _____

Inspection date and time: _____ AM PM

Final Posting from page 2

- Inspected
 Restricted Use
 Unsafe

Building Description

Building name: _____

Address: _____

Building contact/phone: _____

Number of stories above ground: _____ below ground: _____

Approx. "Footprint area" (square feet): _____

Number of residential units: _____

Number of residential units not habitable: _____

Type of Construction

- | | |
|---|---|
| <input type="checkbox"/> Wood frame | <input type="checkbox"/> Concrete shear wall |
| <input type="checkbox"/> Steel frame | <input type="checkbox"/> Unreinforced masonry |
| <input type="checkbox"/> Tilt-up concrete | <input type="checkbox"/> Reinforced masonry |
| <input type="checkbox"/> Concrete frame | <input type="checkbox"/> Other: _____ |

Primary Occupancy

- | | | |
|---|---------------------------------------|-------------------------------------|
| <input type="checkbox"/> Dwelling | <input type="checkbox"/> Commercial | <input type="checkbox"/> Government |
| <input type="checkbox"/> Other residential | <input type="checkbox"/> Offices | <input type="checkbox"/> Historic |
| <input type="checkbox"/> Public assembly | <input type="checkbox"/> Industrial | <input type="checkbox"/> School |
| <input type="checkbox"/> Emergency services | <input type="checkbox"/> Other: _____ | |

Evaluation

Investigate the building for the conditions below and check the appropriate column. There is room on the second page for a sketch.

	Minor/None	Moderate	Severe	Comments
Overall hazards:				
Collapse or partial collapse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Building or story leaning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Structural hazards:				
Foundations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Roofs, floors (vertical loads)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Columns, pilasters, corbels	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Diaphragms, horizontal bracing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls, vertical bracing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Precast connections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Nonstructural hazards:				
Parapets, ornamentation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Cladding, glazing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Ceilings, light fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Interior walls, partitions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Elevators	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Stairs, exits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Electric, gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Geotechnical hazards:				
Slope failure, debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Ground movement, fissures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

General Comments: _____

Continue on page 2

G.



Interim Inspection Form,

ATC-20 RAPID EVALUATION SAFETY ASSESSMENT FORM

This form shall only be used for an Interim inspection prior to the BORP inspection and shall be used under the guidelines listed in Section X.



A.

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE FARMINGTON CITY 457 PLAN WITH
ICMA TO PERMIT LOANS**

WHEREAS, the City has established a 457 retirement plan with ICMA (the “Plan”) for employees which serves the interest of the City by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the City has determined that permitting participants in the retirement plan to take loans from the Plan will serve these objectives;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
FARMINGTON CITY, STATE OF UTAH, THAT THE PLAN WILL PERMIT LOANS.**

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS 17TH DAY OF FEBRUARY, 2015.**

FARMINGTON CITY

By: _____
H. James Talbot, Mayor

ATTEST:

Holly Gadd, City Recorder

Farmington City Council Meeting

February 3, 2015

Present: Mayor Jim Talbot, Council Members Doug Anderson, John Bilton, Brigham Mellor, Cory Ritz and Jim Young, City Manager Dave Millheim, Community Development Director David Petersen, Associate Planner Eric Anderson, Fire Chief Guido Smith, City Recorder Holly Gadd & Recording Secretary Cynthia DeCoursey

Mayor Talbot welcomed those in attendance, including Attorney **Jeff Appel**, Standard Examiner reporter **Brian Saxton**, and Shared Solution representative **Roger Borgenicht**.

Resolution of Farmington City to request a revised approach to the West Davis Corridor NEPA effort and in support of fully and fairly reviewing the Shared Solution (SS) and other less impactful alternatives

Attorney **Jeff Appel** confirmed the fact that Farmington City supports further study of the Shared Solution and has the following objections to the proposed alignment:

- 20 years of land planning will be discarded;
- 300+ acres of conservation easements will be destroyed;
- Farmington will have no access or benefit from the WDC;
- A major transit station and economic/employment centers will be bypassed; and
- A necessary interchange at Shepard Lane will be delayed.

Roger Borgenicht said while they have had to make some assumptions about land use development—activity centers, shopping, business, travel, etc.—it has been a very good process to this point. UDOT has asked each city if they consider the outlined land uses as reasonable and if they would incorporate some of those ideas into their planning if the Shared Solution was chosen as an alternative. **Mayor Talbot** pointed out that while Farmington residents are an attentive audience, the other mayors in Davis County are not and have not grasped the vision of the Shared Solution. **Jim Young** asked if the Resolution would be forwarded to the FHWA following approval and is optimistic that some good, reasonable and rational people will emerge to support Farmington. **John Bilton** was glad for extra time to think about the Resolution and wondered if it will help people think differently about the issue or if it will raise the level of angst and resistance. **Dave Millheim** said the Resolution will be sent to the FHWA and that it will advance the paradigm shift and increase the angst of some people. **Doug Anderson** said it is a good start, but it is not enough. Farmington needs to build alliances, and other cities need to be educated. **Brigham Mellor** agreed and emphasized that Farmington's participation in the Shared Solution is key.

Lagoon "Cannibal" Ride Designation

Dave Millheim said that under the City's code, the new attraction at Lagoon could be classified as a ride or as a structure. **Chief Smith** said Lagoon has assured Building and Fire Officials that the engineering of the attraction has incorporated both emergency egress provisions and fire protection systems that may meet and/or exceed industry standards for amusement rides. Following a brief discussion the Council agreed to classify it as a ride.

CALL TO ORDER:

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

Cory Ritz offered the invocation and Boy Scout **Teague Roberts** led the Pledge.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:

Introduction of new Police Officer and administration of Oath of Office

Mayor Talbot introduced **Dustin Ballard** as a new Police Officer for Farmington City and administered the Oath of Office. He lives with his wife and children in Kaysville and is a fine man who will represent the City well.

Presentation of “Top Shooter” Award

Police Chief **Wayne Hansen** and Officer **Brandon Erickson** presented the “Top Shooter” awards to **Brigham Mellor** and **Patty Young**.

PRESENTATION OF PETITIONS AND REQUESTS:

Conservation Property Purchase Agreement – Acquisition for 1100 West Park

Dave Millheim said the City’s Ordinance has an option which allows a developer to do a conservation subdivision and receive a small density bonus for open space. Fieldstone Homes is providing 10-11 acres of open space to the City along 1100 West for a new Park and worked with DSD to locate the new school along 1100 West to lessen traffic impacts in the area.

Motion:

Jim Young made a motion to approve the Conservation Property Purchase Agreement between Farmington City and Diument Investment Company and authorize the Mayor to execute the Agreement after both Diument and Fieldstone Homes have signed it. The motion was seconded by **Cory Ritz** and unanimously approved.

Resolution of Farmington City to request a revised approach to the West Davis Corridor NEPA effort and in support of fully and fairly reviewing the Shared Solution and other less impactful alternatives

Mayor Talbot said the Shared Solution alternative passed the Level 1 screening, and UDOT asked each city if it should be studied further. He and the City Council remain united in their approach. **John Bilton** pointed out that the final paragraph in the Resolution states the City’s view that the WDC will impact Farmington greatly but does nothing to help the City.

Motion:

Cory Ritz made a motion to adopt the Resolution which encourages UDOT to study the Shared Solution and other alternatives. **Doug Anderson** seconded the motion which was unanimously approved.

Approve bid for Architect of Park and Gym

The City conducted an extensive RFP selection process and received bids from seven companies. The selection committee recommended approval of VCBO Architecture as the architect for the new Park and Gym.

Motion:

John Bilton made a motion to award the bid to VCBO Architecture and to authorize staff to prepare a formal contract. The motion was seconded by **Doug Anderson** and unanimously approved.

Street Cross Section proposal for Taylor Subdivision

David Petersen shared detailed information regarding this proposal and said the Planning Commission recommended approval.

Motion:

Cory Ritz made a motion to approve a modified cross section for 100 East Street as it abuts the Taylor Subdivision with the conditions and findings listed in the staff report. The motion was seconded by **Jim Young** and unanimously approved.

SUMMARY ACTION:

Summary Action List

1. Park Lane Commons Improvements Agreement
2. Eastridge Estates Improvements Agreement
3. Avenues at the Station Phase I Improvements Agreement
4. Appointment of City Council Members to Various Committees
5. Lagoon “Cannibal” Ride Designation
6. Renewal of Contract with Davis County Animal Control
7. Meadows at City Park Final Plat & Final PUD Master Plan
8. Approval of Minutes from January 20, 2015

Motion:

Jim Young made a motion to approve the eight items on the Summary Action List. The motion was seconded by **Brigham Mellor** and unanimously approved.

GOVERNING BODY REPORTS:

City Manager:

1. The PC Executive Summary for the meeting held Jan. 22, 2015 was in the staff report.
2. He invited the Council to attend an Earthquake Training on February 10th at 3:30 p.m.

3. The WFRC has announced Open Houses for the Draft Regional Transportation Plan, and details can be found on their website.
4. A joint City Council/Planning Commission meeting will be held Feb. 5th at 6:00 p.m.

Mayor Talbot:

- EDCUtah has asked if Farmington City would like to send representatives to the ICSE Conference in Las Vegas May 17-20.
- The City has received complaints that the deer population is getting out of control and will research the possibilities for containment.
- He went to San Francisco with **Johnathan Ward** of Zions Bank, **Dave Millheim** and **Keith Johnson** to meet with the Board of Directors of Moody's regarding bond ratings and felt that their presentation went well. **Dave Millheim** said the City should receive a new rating soon, and he is optimistic that the rating will rise significantly which could save the City \$200,000 over the life of the bond.
- He reminded the Council to attend their committee meetings.

City Council:

Doug Anderson:

- He asked for an update on the roundabout, and the Mayor reported that **Dave Dixon** did not return his call, but the City plans to plant grass as soon as possible.

Cory Ritz:

- He asked what the construction crews were doing, and Dave Millheim said they have been involved with asbestos removal.
- He asked about tree removal for the park area, and Dave Millheim reported that the trees on the ditch bank would not be removed. Contract crews have removed a large amount of dead wood and some trees in the field.

Jim Young:

- He asked for an update on the restoration of the building on the corner of State and Main, and **David Petersen** reported that the property owner had serious health issues so the process was delayed, but he will continue to pursue the project.

John Bilton:

- He asked for details about the impact Station Park and the townhome and apartment projects have had on crime in Farmington, and the City Manager said he would obtain a report.

Brigham Mellor:

- Cyclists are riding along an unpaved section of road near the intersection of Clark Lane and the D&RG trail which is unsafe. He asked if the City could pave a 6-foot wide strip of asphalt, and the City Manager said he would look into the possibility.

CLOSED SESSION:

Motion:

At 8:15 p.m. a motion was made by **John Bilton** to go into a closed meeting to discuss real property. **Brigham Mellor** seconded the motion which was unanimously approved.

Sworn Statement

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

Jim Talbot, Mayor

Motion:

At 9:50 p.m. **Doug Anderson** made a motion to reconvene into an open meeting. The motion was seconded by **John Bilton** and unanimously approved.

ADJOURNMENT

Motion:

Brigham Mellor made a motion to adjourn the meeting. **John Bilton** seconded the motion which was unanimously approved, and the meeting was adjourned at 9:50 p.m.

Holly Gadd, City Recorder
Farmington City Corporation

STORM WATER BOND LOG

DATE	NAME	PERMIT	STORM WATER BOND
1/5	Jayson Haskell Const	11615	\$1,000.00
1/6	Circle T	11620	\$1,000.00
1/7	Silverado	11622	\$1,000.00
1/7	Brighton Homes	11623	\$1,000.00
1/8	Jerry Preston Const	11613	\$1,000.00
1/13	Deep Blue Pools	11628	\$1,000.00
1/27	Joel Hale Cont	11642	\$1,000.00
1/29	Sahara Inc	11646	\$1,000.00
2/4	Huish Const	11637	\$1,000.00

CITY COUNCIL AGENDA

For Council Meeting:
February 17, 2015

SUBJECT: City Manager Report

1. Attendance at ICSC on May 17-20
2. Centerville Road Connection
3. Building Activity Report for January
4. Police and Fire Monthly Activity Reports for January
5. UDOT's Annual Visit to Counties - March 26, 2015
6. New Bond Rating of AA2
7. Sign Survey
(Due by February 20th for Work Session Discussion on March 3rd)
8. Park Impact Fee Consultant – Zions Public Finance

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

Zimbra

dmillheim@farmington.utah.gov

ISCS/RECON Utah Pavilion 2015

From : Stacey Phillips <sPhillips@edcutah.org>

Wed, Feb 11, 2015 03:56 PM

Subject : ISCS/RECON Utah Pavilion 2015 3 attachments**To** : Stacey Phillips <sPhillips@edcutah.org>

Dear community partner,

We are preparing for the upcoming ICSC Global Retail Real Estate Convention in Las Vegas (May 17 - 20) and are looking forward to partnering with you in the Utah Pavilion. As in years past, the Utah Pavilion offers participants an opportunity to engage with retail real estate professionals and showcase what Utah has to offer.

We've had wonderful success at the convention and are making strides to improve our presence and the value to you and your community. We are expecting a great show and are investing more resources into the collateral, communication and booth. If you attended last year, we appreciated the feedback you offered through the post-event survey and are using that input to improve this year's show.

Attached please find the commitment form, along with information on how to submit payment for participation. The \$2,000 cost includes registration, attendance at the show, and inclusion in the retail property book and map book and logo representation. The deadline for commitments is Monday, March 2.

We'll host the first of three ICSC planning meetings in early March to discuss strategy, booth design, invoicing and the retail property book.

This year we are also partners in the ICSC Utah Retail Party on the evening of May 17, immediately following the opening day of the show. The party offers an incredible opportunity to present a united front between the state's cities and counties, retail commercial real estate attorneys, brokerages, developers, lenders and service providers. Last year's event was a huge success, drawing more than 430 attendees and 100-plus tenants, and we expect this year's event to be even better.

We invite you, as an added benefit to your involvement at the convention, to be a green circle level sponsor (valued at \$1,000) for an additional \$500, a special rate for cities and counties only. The sponsorship package is attached and includes additional details about the event.

Please let me know if you have any questions, and we look forward to working with you to highlight Utah's retail opportunities.

ICSC Utah Retail Party:
THE GREATEST RETAIL ON EARTH

www.utahgreatestretail.com

Become a sponsor for this exciting networking party during ICSC Recon
May 17, 2015



**Join us as a sponsor for the Third Annual
Utah Retail Party during the ICSC RECon show**

Together, we'll present a united front for the state of Utah's retail commercial real estate attorneys, brokerages, developers, lenders, municipalities and service providers in an effort to further strengthen existing tenant relationships and recruit new tenants to our state.

Last year's event was a huge success, drawing more than 500 attendees including 100+ tenants

Support us in this incredible event and choose from one of the levels below



BLACK DIAMOND SPONSORSHIP LEVEL - \$3,000

- Company logo representation on wall and sign at the entrance of the party
- Logo representation on the banner inside the party
- Site plan/Flyers of developments will loop on video
- Company will be recognized by name during prize giveaway
- Company logo represented on patio glass wall



BLUE SQUARE SPONSORSHIP LEVEL - \$2,000

- Company logo representation on wall and sign at the entrance of the party
- Logo representation on the banner inside the party
- 5 site plans / flyers will loop on the video



GREEN CIRCLE SPONSORSHIP LEVEL - \$1,000

- Company logo representation on banners and wall at the entrance of the party

Please respond to Lori Coburn by February 28, 2015 to learn more about sponsoring this exciting event
Payment is due by March 28, 2015

Lori Coburn / Coldwell Banker Commercial
801.947.8352
lori.coburn@coldwellutah.com

Month of January 2015	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	4	4	\$1,057,000.00	55	55
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	0	0
OTHER RESIDENTIAL	0	0	\$0.00	0	0
SUB-TOTAL	4	4	\$1,057,000.00	55	55
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	2		\$15,500.00	23	
CARPORT/GARAGE	0		\$0.00	5	
ADDITIONS/REMODELS	5		\$466,738.00	24	
SWIMMING POOLS/SPAS	1		\$22,000.00	7	
OTHER	6		\$35,800.00	58	
SUB-TOTAL	14		\$540,038.00	117	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	0		\$0.00	1	
PUBLIC/INSTITUTIONAL	1		\$1,555,000.00	2	
CHURCHES	0		\$0.00	0	
OTHERS (FTGS & FND)	0		\$0.00	1	
SUB-TOTAL	1		\$1,555,000.00	4	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	4		\$802,500.00	18	
OFFICE	1		\$211,000.00	1	
PUBLIC/INSTITUTIONAL	0		\$0.00	0	
CHURCHES	0		\$0.00	0	
OTHER	0		\$0.00	0	
SUB-TOTAL	5		\$1,013,500.00	19	
MISCELLANEOUS - NON-RESIDENTIAL *****					
Flag Pole & Sales Trailer	2		\$24,800.00	25	
SUB-TOTAL	2		\$24,800.00	25	
TOTALS	26	4	\$4,190,338.00	220	55



Farmington City Police Department 2015 - Activity and Case load summary

	January	February	March	April	May	June	July	August	September	October	November	December
Total Case#	185											
Total Reports Officer	68											
Crime	103											
Accident	18											
Supp	54											
Citations												
Total Cites	175											
Traffic	76											
Speed	21											
Parking	66											
Other	33											
Activities												
Total	3200											
Investigations												
Working	53											
# Reports	47											



Farmington City Police Department 2015 - Summary Cont.

		YTD	AVG
Cases		185.00	185
Reports	Officer	68.00	
	Crime	103.00	
	Accident	18.00	18
	Supp	54.00	
Citations	Total	175.00	175
	Traffic	76.00	
	Speed	21.00	21
	Parking	66.00	
	Other	33.00	
Activities		3200.00	3200
Investigations	Working	53.00	
	# Reports	47.00	47



Farmington City Fire Department



Monthly Activity Report

January 2015



Emergency Services

Fire / Rescue Related Calls: **27**
All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc...

Ambulance Related Calls: **46 / Transported 22 (48%)**
Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc...

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

Urgent EMS Related Response Times (AVG): **4.2 Minutes** **GOAL 4 minutes or less (+.2min.)**

Urgent Fire Related Response Times (AVG): **7.6 Minutes** **GOAL 4 minutes or less (+ 3.6min.)**

PT Department Man-Hours (based on the following 28-day pay periods Jan 9th and Jan 23rd)

Part-Time Shift Staffing:	1,338	Budgeted 1,344	Variance -6
Part-Time Secretary:	80	Budgeted 80	Variance - 0
Part-Time Fire Marshal:	70	Budgeted 80	Variance - 10
Full-Time Captains:	N/A	48/96 Hour Schedule	Variances / Overtime +42
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	152		
Emergency Callbacks:	241	FIRE 35 Hrs. / EMS 156 Hrs. (YTD) 241	
Special Event Hours:	0	(YTD) 0	
Total PT Staffing Hours:	1,881	(YTD) 1,881	

Monthly Revenues & Grant Activity YTD

Ambulance:	Prev. Month	Calendar Year	FY 2015
Ambulance Services Billed (previous month):	\$51,089.95	\$51,089.95 YTD	\$353,927.36
Ambulance Billing Collected (previous month):	\$16,375.36	\$16,375.36 YTD	\$186,800.23
Variances:	-\$34,714.59	-\$34,714.59 YTD	-\$167,127.13
Collection Percentages:	32.1%	32.1%	52.8%

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

Utah Bureau of Emergency Medical Services (UBEMS)	\$4,200	\$4,200 YTD
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Grants / Funds Received / Awarded:

None	\$0	\$0 YTD
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Scheduled Department Training (To Include Wednesday Evening Drills) & Man Hours

Drill # 1– Officers Monthly Meeting & Training:	19	
Drill #2– ADO-Aerial – Multiple Nights & Saturday	75	Avg. Wednesday Night Drill Att.
Drill #3– ADO-Aerial – Multiple Nights & Saturday	75	FFD Personnel This Month: N/A
Drill #4– EMS DRILL – CPR / BLS Renewals	48	

Other: Ice Rescue Training (Hours on February report)

Total Training / Actual Attended:	217	217 YTD
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Fire Prevention & Inspection Activities

Business Inspections:	QTY	
	4	
Fire Plan Reviews & Related:	16	
Station Tours & Public Ed Sessions:	11	

Health, Wellness & Safety Activities

Reportable Injuries:	QTY	
	0	0 YTD
Physical Fitness / Gym Membership Participation %	100%	
Chaplaincy Events:	2	

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals:	0	0 YTD
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Active FFD Committees: Emergency Medical Services (EMS), Apparatus & Equipment, Rescue/Heavy Rescue, Water, Rope & Related Equipment, Wildland Apparatus & Equipment, Health, Wellness & Safety, Charity / Fund Raiser, Fire Prevention & Pub-Ed, Haz-Mat, Building and Facilities.

Additional Narrative:

Call volumes (and call-types) followed typical seasonal trends with a noticeable decline in vehicle accidents - due to mild weather. Emergent EMS response times averaged 4.2 minutes and Emergent FIRE response times averaged 7.6 minutes. Four calls resulted in "no-staffing" or "short-staffing" of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to availability). 48% of all Ambulance calls resulted in transporting patients to Hospitals. Collections of revenues continue with little predictability due to collection & mandated billing variables. FFD exceeded the typical fulltime staffing hours due ADO-Aerial certification training and annual Ice Rescue training. Note: Ice rescue training overtime hours will reflect on February's report. Evening drills held throughout the weeks and Saturdays for ADO-Aerial group-training sessions. This group training approach also incorporated detailed bookwork to help our personnel be successful with the International certification / accreditation process. EMS training focused on CPR & BLS renewal requirements in addition to Ice Rescue certification training.

Todd Smith – New Part-time Fire Marshal started working Fridays at the city offices and will continue to work closely with our community development folks. Fire Marshal Smith will play a vital role in helping us catch-up and move forward with our ever-growing residential and commercial growth.

New hires – We struggled receiving part-time applications based on our hourly rates compared to neighboring agencies – rates as much as \$4.00 per hour more. We plan to fill 4 part-time vacant positions in February; however, expect to see additional vacancies occur as other departments (such as, SDMFA, Kaysville FD and Layton FD) continue to hire our personnel at a higher hourly rates.

In reference to Dave Millheim’s email sent December 20th, I look forward to further discussion with the council regarding our Part-Time Firefighters compensation concerns in addition to future staffing plans.

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

Respectfully,

Guido Smith
Fire Chief

Proud Protectors of Your Life and Property – Since 1907



Over 100 Years of Community Pride & Ownership!



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

SHANE M. MARSHALL, P.E.
Deputy Director

February 3, 2015

TO: Davis County Commissioners, Mayors of Cities within Davis County
Utah Transportation Commission
UDOT Region Directors
Metropolitan Planning Organizations

SUBJECT: Annual Visits to Counties, including County and City Officials and Other Transportation-Related Persons

The time and place for the Utah Department of Transportation's meeting with Davis County and cities within Davis County is as follows:

Thursday, March 26, 2015, 9am – 11am
County Admin. Building / Commission Chambers, 61 South Main, Farmington

We encourage attendance and representation from elected officials and staff personnel involved in transportation planning, design, construction, and maintenance. Please invite those you would like to attend this meeting.

At this meeting, we will discuss and answer questions about federal aid transportation funding and programs of interest to local governments. Also, your UDOT Region Representative will be in attendance to discuss upcoming state highway projects and to seek your input on better coordination between UDOT and local governments. New developments in many other areas will also be discussed that will help municipalities maximize the State and Federal transportation funding received.

If you have specific items or questions that you would like discussed please contact UDOT prior to the Annual Visit. Again, please note the date and time for your area listed above. The schedule is also included on the UDOT Local Government website at <http://www.udot.utah.gov/localgovernment>.

If you have any questions or comments about these visits, please contact Chris Potter, UDOT Local Government Programs Engineer at cpotter@utah.gov (801) 633-6255.

Sincerely,

Chris Potter, P.E.
Local Government Programs Engineer

CP/jh

New Issue: Moody's assigns Aa2 to Farmington City (UT) G.O. Bonds 2015

Global Credit Research - 09 Feb 2015

\$6.4 million of debt affected

FARMINGTON (CITY OF) UT
Cities (including Towns, Villages and Townships)
UT

Moody's Rating

ISSUE	RATING
General Obligation Bonds, Series 2015	Aa2
Sale Amount \$6,000,000	
Expected Sale Date 02/19/15	
Rating Description General Obligation	

Moody's Outlook NOO

NEW YORK, February 09, 2015 --Moody's Investors Service has assigned an underlying Aa2 rating to the Farmington City, Utah, General Obligation Bonds, Series 2015. At this time, Moody's affirms the Aa2 rating on the city's Series 2003 Bonds outstanding in the amount of \$405,000.

SUMMARY RATING RATIONALE

The Aa2 rating reflects the city's affluent population, rapid tax base growth, modest debt position, and a solid trend of improved reserve levels.

OUTLOOK

Outlooks are usually not assigned to local government credits with this amount of debt outstanding

WHAT COULD MAKE THE RATING GO UP

- Continued significant growth in the city's tax base and resident wealth
- Significant increase in already satisfactory reserves

WHAT COULD MAKE THE RATING GO DOWN

- Protracted decline in the city's full valuation
- Deterioration in the city's financial position

STRENGTHS

- City's proximity to Salt Lake City and above average wealth levels
- Stable financial operations and diverse mix of operating revenues

CHALLENGES

- Relatively small tax base and operations
- Current pace of development within the city may introduce some level of expense volatility over the medium-term

RECENT DEVELOPMENTS

Recent developments are incorporated in the Detailed Rating Rationale

DETAILED RATING RATIONALE

ECONOMY AND TAXBASE: AFFLUENT COMMUNITY NORTH OF SALT LAKE CITY EXPERIENCING RAPID DEVELOPMENT

Moody's expects Farmington City to continue to benefit from its proximity to Salt Lake City (GO rated Aaa) and Ogden (GO rated Aa2). Farmington City serves as the county seat for Davis County (GO rated Aa2) and is a largely affluent residential community. City wealth levels are among the highest in the state as reflected in a median family income equal to 131% of the US median. The city's tax base has demonstrated very strong growth in recent years due to significant new commercial development in the city's Station Park development area and generally aided by the city's favorable combination of easy access to the Salt Lake City employment base and the city's significant transportation infrastructure. The full market value (FMV) increased an impressive 22.5% alone, pushing FMV to \$2.2 billion. The city anticipates another strong year of growth in 2015 as development in Station Park project continues.

The Station Park area is favorably located adjacent to the Interstate 15 and Highway 89 interchange and near the Utah Transit Authority rail station as well. Recent Station Park-related projects include a diverse mix of retail, and office space construction, high-end residential development, construction of a new medical facility in conjunction with the University of Utah, a 3.5 million square foot office park and numerous other projects in an otherwise small city that only encompasses 7.1 square miles.

FINANCIAL OPERATIONS AND RESERVES: RESERVES HAVE IMPROVED RELATIVE TO HISTORICAL PERFORMANCE

The city's financial operations are characterized as sound due to conservative, long-term planning, a diverse revenue stream and prudent pay-go financing which provides additional operating cushion. Available reserves in the city's operating funds (defined as the general fund and debt service fund) have generally improved over the last several years. In particular, reserves picked up in FY 2011 as sales activity in newly opened Station Park retail stores pushed sales tax receipts well above budgeted expectations. The following year, the city utilized a portion of the prior year's carryover in order to provide street maintenance and begin saving for future land purchases. The fiscal year 2014 unassigned general fund balance ended slightly higher than the prior year at a solid 17.4% of revenues (\$1.5 million). General fund revenues are primarily comprised of a diverse mix of revenues including sales taxes (36%), property taxes (22%), energy use and franchise taxes (18%). In addition, the city's consistent practice of transferring out sizeable portions of annual surpluses, averaging about 22% of general fund expenditures, provides a solid level operating cushion. Going forward the city expects reserves will remain stable at this level and plan to continue targeting an unassigned general fund balance equal to 15 - 18% of revenues. We believe the city's prudent approach to budgeting and diverse revenue stream will support stable reserves and structural balance over the medium-term and mitigate any potential volatility that may result from rapid development within the city.

Liquidity

The city's fund balances are highly liquid. The General Fund had a strong cash balance of nearly \$2.2 million (26.2% of General Fund Revenues) as of fiscal 2014. The last seven years of surpluses in this fund have helped to consistently improve liquidity, which has roughly doubled as a percentage of revenues during this period.

DEBT AND OTHER LIABILITIES

Moody's expects the city's debt position to remain modest given the city's infrequent borrowing history, no plans for future borrowing and above average growth in taxable values. Payout of principal is average at 58.7% in ten years. The current sale represents the entire November 2014 authorization that was approved narrowly by 50.3% of voters.

In addition to the GO bonds rated by Moody's, the city has an additional two series of privately-placed, parity GO debt issued in 2007 and 2012 and outstanding in the amount of \$2.6 million. Also, in 2005, 2009 and 2012 three small issuances of sales tax revenue bonds were issued for road improvements and city hall upgrades; these three issuances are outstanding in the amount of \$1.3 million combined and comprise a modest share of the city's \$3.5 million of sales and franchise tax revenues collected in fiscal year 2014. Finally, a small special assessment bond outstanding in the amount of \$73,000 is expected to be fully repaid October 2015 and annual debt service

equals a marginal 0.5% of general fund expenditures.

Pensions

The city participates in several pension plans administered by the Utah Retirement System. The city's three year average adjusted net pension liability amounted to a low 0.47% of full value and 1.21 times operating revenues as of 2013.

MANAGEMENT AND GOVERNANCE

Utah cities have an institutional framework score of 'Aa' or strong. Utah cities typically benefit from stable property tax revenues which offset, to a degree, reliance on sales tax revenues. Expenditures are also considered predictable in Utah.

KEY STATISTICS

2015 full value: \$2.2 billion

2015 full value per capita: \$109,895

2012 Median family income: 141.0% of U.S.

Fiscal 2013 fund balance: 17.9% of revenues

Five year dollar change in fund balance as % of revenues: 7.2%

Fiscal 2013 cash: 25.0% of revenues

Five year dollar change in cash as % of revenues: 17.3%

Institutional Framework Score: Aa

Five year average of revenues/expenditures: 1.02x

Direct debt/full value: 0.49%

Direct debt/operating revenues: 1.25x

3 year average of Moody's adjusted net pension liability/full value: 0.47%

3 year average of Moody's adjusted net pension liability/operating revenues: 1.21x

OBLIGOR PROFILE

Farmington is a small-sized city located about 13 miles of Salt Lake City, encompasses 7.1 square miles and serves an estimated 21,599 residents.

LEGAL SECURITY

The current offering is secured by the city's full faith, credit, and unlimited property tax pledge.

USE OF PROCEEDS

Bond proceeds will finance purchase of a public park and recreational facility and related improvements.

PRINCIPAL METHODOLOGY

The principal methodology used in this rating was US Local Government General Obligation Debt published in January 2014. Please see the Credit Policy page on www.moodys.com for a copy of this methodology.

REGULATORY DISCLOSURES

For ratings issued on a program, series or category/class of debt, this announcement provides certain regulatory disclosures in relation to each rating of a subsequently issued bond or note of the same series or category/class of debt or pursuant to a program for which the ratings are derived exclusively from existing ratings in accordance

with Moody's rating practices. For ratings issued on a support provider, this announcement provides certain regulatory disclosures in relation to the rating action on the support provider and in relation to each particular rating action for securities that derive their credit ratings from the support provider's credit rating. For provisional ratings, this announcement provides certain regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating. For further information please see the ratings tab on the issuer/entity page for the respective issuer on www.moody's.com.

Regulatory disclosures contained in this press release apply to the credit rating and, if applicable, the related rating outlook or rating review.

Please see www.moody's.com for any updates on changes to the lead rating analyst and to the Moody's legal entity that has issued the rating.

Please see the ratings tab on the issuer/entity page on www.moody's.com for additional regulatory disclosures for each credit rating.

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MOODY'S
INVESTORS SERVICE

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FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
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: December 3, 2014

SUBJECT: SIGN SURVEY

RECOMMENDATION

Review the attached sign survey to help determine if changes to the sign ordinance are needed.

BACKGROUND

There have been some questions raised over the years about whether some signs in the City are OK while others are not wanted. There have been some signs there are illegal according to the ordinance, but they have been allowed to remain in place because it seemed like the right thing to do. Sometimes, this is a direct contradiction to decisions to take other signs down, leading to questions about inconsistencies in enforcement.

I have prepared a survey to try to help determine whether we want to consider possible changes to the sign ordinance to clarify what needs to be enforced and to help us be more consistent in our enforcement policy. Please look at the examples of signs that we have had placed around the community. Some are currently legal, some are not currently legal, and some are not addressed in the ordinance currently, making them illegal. Please indicate whether you like the signs or not, and provide any comment you feel is appropriate such as conditions where they might be OK.

I will compile the results and compare them to the current ordinance to determine whether or not to suggest any changes. Feel free to indicate if you have seen other types of signs that you either like or don't like that I have not shown in the photos.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Dave Millheim
City Manager

Do you like these signs?

Photo #	Yes	No	Comments
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
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44			

Do you like or dislike these types of signs?



1.

Directional sign- off-premise, no wording about open house or model home.



2.

Subdivision signs at entrance to subdivisions



3.

Parks and Rec signs place as various sites around the City. Sometimes on a fence. Sometimes on steel posts on City property or in the public ROW.



4.

Subdivision sign plus temporary sign at entrance to subdivision



5.

Temporary sign at entrance to subdivision



6.

Directional sign for soccer in public ROW



7. Soccer club sign in public ROW



8.

Martial arts sign in public ROW- told to reduce size to 16 sf for temp sign, move onto private property.



9.

Home builders putting signs on lots where the house is already sold, advertising the company, not advertising a home or lot for sale.



10.

Oversized signs advertising lots for sale- on-premise



11. Lot for sale in subdivision



12. Sold sign



13.

Sign advertising product for sale that is produced on the parcel on which the sign is located. This sign met the temporary sign requirements, and was allowed.



14.

Home occupations advertising off-premise



15.

Political themed signs in the public ROW.



16. Flags



17. Balloons added to signs



18. Builder banners on houses



19. Sign spinners



20. Banners on model homes



21. Directional signs



22. A-frame signs



23.

Neon signs in windows



24.

Individual homeowner- banner on-site



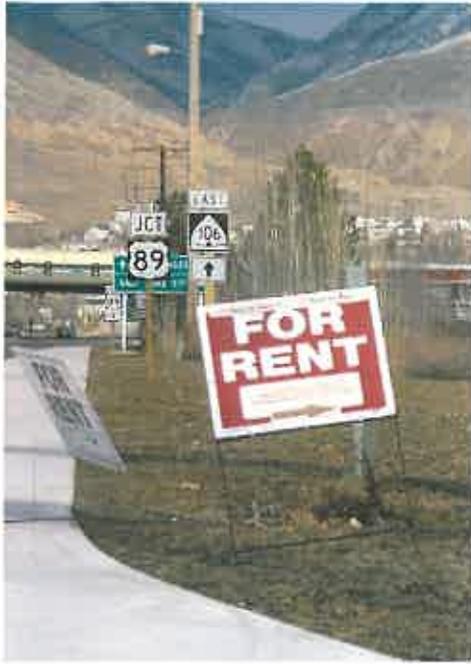
25.

Off-premise advertising for subdivision



26.

800 number signs



27. For rent signs



28.

Individual homeowner for sale signs- Off-premise



29.

For Sale by owner, on-premise but in the park strip



30. Big balloons



31. Signs on parked vehicles



32. Financed by signs



33. Small balloons



34.

Contractor signs after job complete

35. Contractor signs during job (no photo)



36. Pennants/ fringe



37. Club signs in park strip

38. Club signs on lot (No photo)

39. High school sport/band/club membership signs on lot (no photo)



40. Parade of Homes signs

41. Charitable event signs (not government or 501 C 3 non-profit, just trying to do the right thing)



Consulting Services Agreement

THIS CONSULTING AGREEMENT (this "*Agreement*") is made effective this ____ day of _____, 2015 (the "*Effective Date*") by **FARMINGTON CITY**, a Utah city whose address is 160 South Main Street, Farmington, Utah 84025 ("*City*"), and by **ZIONS FIRST NATIONAL BANK, d/b/a ZIONS BANK PUBLIC FINANCE or ZIONS PUBLIC FINANCE**, whose address is One South Main Street, 18th Floor, Salt Lake City, UT 84133 ("*Consultant*"). City and Consultant are sometimes collectively referred to herein as the "*parties*," and each individually as a "*party*."

RECITALS:

The City desires to retain Consultant, and Consultant desires to be retained by City, to perform the subject consulting services on the terms and conditions set forth herein. The City and Consultant intend to identify herein the consulting services to be performed for City by Consultant, the basis of compensation for such services, and to otherwise set forth their entire agreement concerning the subject consulting services.

AGREEMENT:

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

Section 1. Scope of Services

(a) General. Consultant shall complete impact fee facilities plan for parks, recreation and trails for the City. The Scope of Services to be performed is set forth in Exhibit "A" attached hereto (the Services), Consultant shall begin the performance of the Services as of the Effective Date of this Agreement and continuing until completed (estimated as a 60 day process), (the "Completion Date") and for the purpose of performing the Services in compliance with all applicable legal requirements. The scope of the Services shall be rendered in a phased, iterative manner which includes the following steps: data gathering, level of service identification, service area definition, financial analysis and capital planning; draft impact fee facilities plans; presentation of materials; and final draft of the study and presentation.

The Services shall include preparation of a final written study with descriptive text and appropriate renderings and other visual representations (illustrations, charts and images), interspersed in the final text of each component step; provided, however, that Consultant shall have no obligation to prepare or deliver such final study if the City terminates this Agreement prior to the time that the study is completed.

(b) Deliverables. Consultant shall provide the deliverables identified in this Agreement, together with such other documentation and deliverables as City reasonably may request, and subject to the parties' mutual written agreement as to any compensation that shall be payable to Consultant for additional documentation and deliverables.

(c) Other Services. Consultant shall perform other services as may be mutually agreed to by the parties in writing.

Section 2. **Performance of Services.** Except as otherwise provided in this Agreement, Consultant shall furnish all supervision, personnel, labor, materials, supplies and shall obtain all licenses and permits required for performance of the Services. The Services shall be performed at Consultant's offices and other mutually-agreeable places.

Section 3. **Compensation: Invoices: Remittance.** For satisfactory performance, City shall pay to Consultant the fees outlined in Exhibit "A" attached hereto, and such other compensation as may be agreed to in writing between the parties.

(a) **Invoices.** Consultant shall regularly invoice City for the Services performed. All invoices submitted to City shall contain references to this Agreement. Invoices shall detail the Services performed and shall contain copies of all supporting documents or proof of any expenditures on behalf of City.

(b) **Questioned Charges.** Any questions or objections by City concerning Consultant's charges under an invoice shall be submitted within fifteen (15) days after City's receipt of the subject invoice.

(c) **Remittances.** Subject to subsection 3(b), all invoiced amounts due for Services performed shall be paid by City within thirty (30) days after City's receipt of the subject invoice. If payment is not remitted to Consultant when due, Consultant shall be entitled to recover interest thereon at the rate of ten percent (10%) per annum from and after the date the remittance is due and payable.

Section 4. **Change in Level of Services.** City shall be freely entitled to modify (increase or decrease) the level of the Services hereunder by providing at least ten (10) days' prior written notice to Consultant of such change. Consultant's compensation shall be reasonably modified in connection and consistent with any such change.

Section 5. **Term: Termination.** This Agreement shall commence on the Effective Date and shall continue until completion of the Services and deliverables hereunder but not to exceed twelve (12) weeks. If additional time is needed it will be agreed upon by both parties. Notwithstanding the foregoing, Consultant may terminate this Agreement upon fifteen (15) days prior written notice to City if the City is in material breach of the provisions of this Agreement and fails to cure such breach within thirty (30) days. City may terminate this Agreement (including the Services), or any part hereof, at any time with or without cause prior to its completion upon fifteen (15) days prior written notice to Consultant. Upon any termination by Consultant or City pursuant to this Section, City shall promptly pay to Consultant the full amount due for all Services satisfactorily performed by Consultant as of the date of termination, excluding damages or anticipated profits on work not yet completed or performed.

Section 6. **Nondisclosure: Conflict of Interest.** Consultant shall not divulge to third parties without City's prior written consent any information obtained from or through City in connection with the performance of this Agreement. Unless waived by City, Consultant shall require its employees and subcontractors of any tier to adhere to the same covenant of nondisclosure. Consultant shall safeguard the confidentiality of any non-public information

obtained from or through City in connection with the performance of this Agreement to the same extent as Consultant safeguards the confidentiality of its own proprietary or confidential information.

Section 7. **Compliance with Laws.** Each party agrees to comply with all applicable federal, state and local laws, statutes, rules, regulations, and ordinances in performance of its duties and obligations under this Agreement, including, without limitation, those governing wages, hours, desegregation, employment discrimination, workers' compensation, employer's liability and safety.

Section 8. **Patent and Copyright.** If Consultant's employees, officers, agents, subcontractors of any tier, or anyone of a like nature in the performance of the Services or as a result of performing the Services develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, or develop any process or the like (collectively, an "*Innovation*"), (a) such Innovation shall be the property of Consultant, but (b) upon the City's written request, Consultant shall grant the City a license or similar right to use the Innovation for so long as City reasonably desires.

Section 9. **Assignment.** Neither party shall assign this Agreement, or any part thereof, without the other party's prior written consent. Any attempted assignment in violation of this section shall be void from its inception.

Section 10. **Subcontracts.** Except for those subcontractors which may be specified in the Consultant's proposal, Consultant shall not award any work to any subcontractor without City's prior written approval, which approval will not be given until (a) Consultant submits to City a written statement (containing such information as City may require) concerning the proposed award to the subcontractor, and (b) City has reasonably approved such proposed subcontract.

Consultant shall be as fully responsible to City for the acts and omissions of Consultant's subcontractors, and of persons either directly or indirectly employed by such subcontractors, in the same manner as Consultant is liable for the acts and omissions of its own employees. Consultant shall cause appropriate provisions to be inserted in all subcontracts to bind subcontractors to Consultant by the terms and conditions of this Agreement insofar as applicable to the work of subcontractors, and to give Consultant the same power to terminate any subcontract as City may exercise over Consultant under this Agreement. Nothing in this Agreement, and no course of dealing, shall create any contractual relationship between City and any of Consultant's subcontractors.

Section 11. **Non-Exclusive Rights.** Nothing in the Agreement is to be construed as granting to Consultant the exclusive right to perform any or all of the Services from time to time required by City.

Section 12. **Indemnification.**

- (a) Consultant shall indemnify and hold harmless City and City's

elected and appointed officers, employees, successors and assigns (“City Parties”), from any and all of any of City Parties’ actual losses, damages, deficiencies, penalties or fines (“Losses”), directly related to the willful breach by Consultant of its obligations under this Agreement or grossly negligent acts or omissions of Consultant hereunder unless and to the extent such Losses are caused by, or arise from Consultant’s good faith reliance upon, the instruction, direction, negligence or misconduct of any of the City Parties.

(b) City shall indemnify and hold harmless Consultant, its affiliates and each of their respective directors, officers, employees and subcontractors (“Consultant Parties”) from any and all of any of Consultant Parties’ Losses directly related to the willful breach by City of its obligations under this Agreement or the grossly negligent acts or omissions of the City hereunder, unless and to the extent such Losses are caused by, or arise from the City’s good faith reliance upon, the instruction, direction, negligence or misconduct of any of the Consultant Parties.

Section 13. **Insurance.** Consultant shall, prior to commencing work, secure and continuously carry insurance in accordance with reasonable requirements provided by City to Consultant.

Section 14. **Professional Responsibility.** Consultant shall perform the Services using equal or higher standards of care, skill and diligence as typically provided by a professional in the performance of consulting services similar to those contemplated hereunder.

Section 15. **Examination of Work.** All Services shall be subject to examination by City at any reasonable time(s). City shall have the right to reject any work that City reasonably deems unsatisfactory given the scope and description of Services and Deliverables in this Agreement.

Section 16. **Progress.** Consultant shall submit periodic written progress reports as reasonably requested by City. City or its agents or representatives may visit Consultant’s offices at any reasonable time(s) to determine the status of the Services.

Section 17. **Conflict Resolution.** Except as otherwise provided herein and in the event of a dispute between the parties regarding the Services or this Agreement, the parties agree to negotiate in good faith to resolve such dispute for a period of not less than 10 days. The parties shall continue its performance under this Agreement during such dispute resolution period. Notwithstanding the foregoing, neither party shall be compelled to negotiate where it reasonably believes that the delay will materially impair its ability to enforce any rights it may have hereunder, at law or in equity, including without limitation injunctive relief. If the parties do not agree, then the parties shall resolve the dispute pursuant to Section 18 below.

Section 18. **Jurisdiction and Venue: Jury Waiver.** Subject to Section 17, claims, disputes and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless this Agreement is otherwise terminated pursuant to the provisions hereof or as otherwise agreed in

writing, Consultant shall continue to perform the Services during any such litigation and City shall continue to make payments to Consultant in accordance with the terms of this Agreement. **BOTH PARTIES AGREE THAT NEITHER SHALL BE ENTITLED TO NOR SHALL EITHER DEMAND A JURY TRIAL IN THE EVENT OF LITIGATION, AND EACH WAIVE THEIR RIGHT TO A TRIAL BY JURY.** The parties acknowledge that their waiver of jury trial rights provides the parties with the mutual benefit of uniform interpretation of this Agreement and resolution of any dispute arising out of this Agreement or any aspect of the parties' relationship. The parties further acknowledge the receipt and sufficiency of mutual consideration for such benefit.

Section 19. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

Consultant: ZIONS FIRST NATIONAL BANK
 Attn. Matthew Millis
 One South Main Street, 18th Floor
 Salt Lake City, UT 84133

City: FARMINGTON CITY
 Attn. Dave Millheim
 PO Box 160
 Farmington Utah 84025

Section 20. **City's Cooperation.** City will provide the following assistance to Consultant in connection with the Services:

(a) **Representative.** Designate a representative of City to act as Consultant's point of contact with respect to the Services.

(b) **Information.** Provide to Consultant access to all information in the City's possession or is reasonably available to City. Consultant shall not be responsible for errors or omissions in any City-provided information, nor for delays in completing the Services attributable to City's delay in providing required information.

(c) **Staff Assistance.** Such support of City's staff as City determines, in its sole discretion, to make available to Consultant.

Section 21. **Conflicts.** In the event of inconsistencies within or between this Agreement or applicable legal requirements, the following will be given precedence in this order: (a) applicable legal requirements, and (b) this Agreement.

Section 22. **Additional Provisions.** The following provisions also are integral to this Agreement:

(a) Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) Applicable Law; Litigation. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah. If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party.

(c) Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes any and all prior or contemporaneous negotiations and/or agreements, oral and/or written, between the parties concerning the consulting services to be provided under this Agreement.

(d) Time; Waiver. Time is the essence hereof. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(e) Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(f) Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(h) Resolutions of Governing Authorities. Consultant hereby represents that it has been duly authorized to enter into this Agreement by sufficient action to bind Consultant hereto. City hereby represents that it has been duly authorized to enter into this Agreement by a resolution duly adopted by its Council, and any other action sufficient to bind City hereto.

DATED effective the date first-above written.

CONSULTANT:

**ZIONS FIRST NATIONAL BANK, d/b/a
ZIONS BANK PUBLIC FINANCE or
ZIONS PUBLIC FINANCE**

By: _____
Matt Millis, Vice President

CITY:

FARMINGTON CITY

ATTEST:

By: _____

Exhibit "A" to
Consulting Services Agreement

SCOPE OF WORK AND COST PROPOSAL FOR FARMINGTON CITY IMPACT FEE FACILITIES PLAN

FIRM QUALIFICATIONS, BACKGROUND, AND EXPERIENCE

Zions Bank Public Finance Municipal Consulting Group (Zions) is committed to providing unparalleled service to municipal entities throughout Utah and Idaho. Each individual that will be assigned to the City's consulting project works out of our Salt Lake City office. Zions is highly skilled and experienced in the preparation of impact fee analyses and will bring great insight and enthusiasm to the work.

Our team members at Zions have worked through numerous impact fee analyses, rate studies and other financial plans including over 150 impact fee analyses for Utah public safety, water and wastewater entities.

ZBPF STAFF ASSIGNED TO THE WORK

Project Team: Zions' Project Team is comprised of Matt Millis, Project Manager and Vice President of Zions Bank Public Finance, and Tenille Tingey and Megan Weber, Financial Analysts. Each team member works out of Zions Bank's headquarters office in downtown Salt Lake City. Each of our team members has significant experience on impact fees, facility plans, user rates and other financial studies for municipal clients. Full resumes for each team member can be found in the attachments.

Matt Millis – Vice President

Project Manager (801) 935-0337

One South Main Street 18th Floor, Salt Lake City, UT 84133

Matt will be tasked with the development of our team's philosophical approach and will support in the day-to-day process of developing the study. He will supervise the work of Tenille Tingey and Megan Weber and will participate in the team meetings to review the work product at each stage. He will also be one of the primary contacts with the City on this project. Matt has prepared well over a hundred and fifty impact fees, facility plans and utility rate analyses in his fourteen years of experience in municipal consulting. Matt is currently involved with similar studies in American Fork, Grand County, Lehi, Pleasant Grove, Taylorsville-Bennion Improvement District and others.

Tenille Tingey – Financial Analyst

(801) 844-8368

One South Main Street 18th Floor, Salt Lake City, UT 84133

Tenille will have responsibility for the final parks and recreation impact fee facilities plan. Tenille will facilitate gathering and analyzing data and developing spreadsheets that may be used by the City develop the six to ten year plan. She will also draft portions of the written reports. Tenille will also have significant contact with City officials as she will be the point person gathering information from them to complete portions of the project and calculating the final fees. Tenille has current and recent experience completed impact fee analyses and/or impact fee facilities plans for Highland, North Tooele County Fire District (IFFP and IFA), American Fork Parks (IFFP and IFA), Cedar Hills Sewer IFA, Cedar Hills Parks (IFFP and IFA), Herriman and Saratoga Springs.

Megan Weber – Financial Analyst

Report Writer (801) 844-8369

One South Main Street 18th Floor, Salt Lake City, UT 84133

Megan will assemble the final written report. She will be responsible for creating an appealing presentation that is both clear and concise. Megan will also attend each team review meeting to provide input regarding the strengths and weaknesses of the approach, identify any errors and/or omissions, and review the written report for accuracy, completeness, readability, and for compliance with state law. Megan has completed the quality control, research and compliance testing for each analysis that has been completed by Tenille Tingey and Matt Millis for the past five years.

ZIONS UNIQUELY SUITED TO PROVIDE DETAILED AND LEGALLY DEFENSIBLE STUDIES

- Impact Fee Facilities Plans and Impact Fee Analyses are being scrutinized and reviewed much more than they were in the past.
- Zions is in contact with Utah League of Cities and Towns, Land Use Task Force, Homebuilder Associations and developers to receive comment on methodologies used in impact fee analyses and stay current on the news and issues surrounding impact fee assessments across Utah.
- In house, readily available information on Parks and Recreation Bonding plans with assistance from Johnathan Ward
- Small details overlooked or misinterpreted can get a city in trouble. We have in-depth understanding of the law and requirements and will be able to provide Farmington City with legally defensible impact fee facilities plans.

Parks, Recreation Facilities, Open Space and Trails impact Fee Facilities Plan and Impact Fee Analysis

Generally, only residential development creates demand for parks, trails and recreation facilities and therefore only residential units are charged a parks impact fee. For this project, service levels will be based on the detailed inventory of capital facilities provided in the City and as shown in the CFP and/or IFFP. Our approach builds on this detailed inventory by researching how each facility was obtained. Park and trail facilities acquired through donations or grants are considered “gifted” to the entire community through build-out and are not included in determining service levels for the purpose of calculating impact fees.

Most, if not all, communities desire to maintain at least their current service levels for parks, recreation and trails. Therefore, “buy-in” to excess capacity is limited to large regional facilities such as an equestrian center or recreation center constructed to serve both existing and future populations.

Zions understands that there are large projects coming in 2015 that will serve existing and future residents. The GO and Sales Tax bonds to be issued in 2015 will provide Farmington with regional soccer or football fields and a large gymnasium for basketball and recreation activities. These will be carefully considered in the development of the parks, recreation and trails impact fee facilities plan.

It is also important to review the funds already expended through the parks and recreation impact fees account to ensure consistency with the designation of project and system improvements. We will account for all fund balances in the impact fees account and will provide appropriate credits for outstanding debt obligations so that new development is not double-charged for capital facilities. We will also account for all fund balances in the impact fees account.

The IFFP will be written to be easily understood by a lay person and will provide a clear and transparent “paper trail” of how the level of service was determine and could be duplicated, if desired, by the reader. The IFFP will include the written certification required by Utah law.

COST ESTIMATE FOR ZIONS BANK PUBLIC FINANCE

Below is a summary of the cost for each proposed task.

IMPACT FEE FACILITIES PLAN: PARKS AND RECREATION			
		ZIONS BANK	
HOURS PER TASK		Blended Rate	Fee Per Task
		\$ 110	
DATA COLLECTION			
	Data Gathering with the City	4	\$ 440
FEE CALCULATION AND ANALYSIS			
	Determine Demand Factors	2	220
	Evaluate Existing Level of Service	3	330
	Determine Geographic Service Area	2	220
	Identify the Facilities and Costs Eligible for Impact and Capacity Fee Funding	16	1,760
	Financial Component	4	440
	Capital Project Definition, 10 year plan	4	440
	Development of Impact Fee Facilities Plan	8	881
DRAFT IMPACT FEE FACILITIES PLAN		2	220
PRESENTATION OF MATERIALS		5	550
FINAL PRESENTATION		2	220
PROPOSED TOTAL		52	\$ 5,721

TIME TO COMPLETION

Zions will work expeditiously on the City's project. Once the IFFPs are finalized with asset data and future projects identified and legal requirements for the IFFP are satisfied, Zions can complete each IFFP within 60 days of receipt of all necessary information. Within this timeframe Zions will deliver completed documents that will be ready for the required public hearing noticing period. If there are any changes or delays in receiving necessary information the time needed to prepare the facilities plan may be affected.

CITY COUNCIL AGENDA

For Council Meeting:
February 17, 2015

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.