

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 questions the City Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, August 21, 2012, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

CALL TO ORDER:

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

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

7:05 Presentation of "Award of Financial Reporting Achievement" to Keith Johnson

7:15 Festival Days Follow-up Report

7:25 Presentation by Miss Farmington, Victoria Pozzuoli

SUMMARY ACTION:

7:35 Minute Motion Approving Summary Action List

1. Audit Engagement Letter for FY2012
2. Final Plat and Waiver of Open Space for the Spring Creek Estates Phase 7 Subdivision
3. Crosswalk and Bike Lane Improvements in the Station Park Area
4. Lease Purchase Agreement with Zions Bank for Purchase of New Fire Truck
5. Ratification of Approvals of Storm Water Bond Logs

GOVERNING BODY REPORTS:

7:40 City Manager Report

1. Upcoming Agenda Items
2. Building Activity Reports for June and July

7:45 Mayor Harbertson & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 16th day of August, 2012.

FARMINGTON CITY CORPORATION

By: Holly Gadd
Holly Gadd, City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:
August 21, 2012

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

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

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

CITY COUNCIL AGENDA

For Council Meeting:
August 21, 2012

S U B J E C T: Presentation of “Award of Financial Reporting Achievement” to
Keith Johnson

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Galen Rasmussen from the Utah GFOA organization 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.



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

May 29, 2012

The Honorable Scott C. Harbertson
Mayor
Farmington City Corporation
160 South Main Street
Farmington UT 84025-2358

Dear Mayor Harbertson:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended **June 30, 2011** qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

The Certificate of Achievement plaque will be shipped to:

Dave Millheim
City Manager

under separate cover in about eight weeks. We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,
Government Finance Officers Association

Stephen J. Gauthier, Director

Technical Services Center

SJG/ds



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

May 29, 2012

Dave Millheim
City Manager
Farmington City Corporation
PO Box 160
Farmington UT 84025-0160

Dear Mr. Millheim:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended June 30, 2011, qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Each entity submitting a report to the Certificate of Achievement review process is provided with a "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements in its financial reporting techniques. Your list has been enclosed. You are strongly encouraged to implement the recommended improvements into the next report and submit it to the program. If it is unclear what must be done to implement a comment or if there appears to be a discrepancy between the comment and the information in the CAFR, please contact the Technical Services Center (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.

Certificate of Achievement program policy requires that written responses to the comments and suggestions for improvement accompany the next fiscal year's submission. Your written responses should provide detail about how you choose to address each item that is contained within this report. These responses will be provided to those Special Review Committee members participating in the review.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. Enclosed is an AFRA for:

Keith Johnson, Finance Director/Assistant City Manager

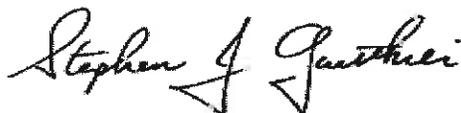
Your Certificate of Achievement plaque will be shipped to you under separate cover in about eight weeks. We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed. We suggest that you provide copies of it to local newspapers, radio stations and television stations. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org.

A current holder of a Certificate of Achievement may include a reproduction of the award in its immediately subsequent CAFR. A camera ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions. A Certificate of Achievement is valid for a period of one year. To continue to participate in the Certificate of Achievement Program it will be necessary for you to submit your next CAFR to our review process.

In order to expedite your submission we have enclosed a Certificate of Achievement Program application form to facilitate a timely submission of your next report. This form should be completed and sent (postmarked) with three copies of your report, three copies of your application, three copies of your written responses to the program's comments and suggestions for improvement from the prior year, and any other pertinent material with the appropriate fee by December 31, 2012.

Your continued interest in and support of the Certificate of Achievement Program is most appreciated. If we may be of any further assistance, please contact Delores Smith (dsmith@gfoa.org or (312) 578-5454).

Sincerely,
Government Finance Officers Association

A handwritten signature in cursive script that reads "Stephen J. Gauthier".

Stephen J. Gauthier, Director
Technical Services Center

SJG/ds



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

05/29/2012

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Farmington City Corporation** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Keith Johnson, Finance Director/Assistant City Manager

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.

CITY COUNCIL AGENDA

For Council Meeting:
August 21, 2012

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

ACTION TO BE CONSIDERED:

1. Appoint Rick Dutson as Chair and Sid Young as Chair Elect of Festival Days 2013.
2. Find new location for the Kids Bike Parade.
3. Keep the schedule the same for Festival Days unless suggestions/recommendations are made to warrant change. Next year the events are scheduled for July 8-13, 2013.

GENERAL INFORMATION:

Neil Miller will be present to give report. See enclosed staff report prepared by Neil Miller for additional information.

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



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Neil Miller, Parks and Recreation Director
Date: August 15, 2012
SUBJECT: **REPORT ON FESTIVAL DAYS 2012**

RECOMMENDATIONS

1. To have the Mayor and City Council appoint Rick Dutson as the Chair and Sid Young the Chair Elect of Festival Days 2013.
2. To find a new location for the Kids Bike Parade.
3. To keep the schedule the same for Festival Days unless suggestions/recommendations are made that warrant a change or addition. Next year the events are scheduled for July 8 – 13, 2013.

BACKGROUND

Regarding the need for a Chair and Chair Elect, Rick Dutson has agreed to return and serve as the Chair for Festival Days 2013, upon the approval of the Mayor and City Council.

Our Bike Parade was a huge success this year. We had over 150 participants in contrast to last year where the number of participants was roughly 75. Because the Parade has grown so large the sidewalk surrounding Farmington Elementary is no longer an ideal as a location for the event.

After receiving feedback from the Volunteers and Staff there was a consensus that this year's events were a great success, and only minor recommendations were made regarding changes.

Finally on the subject of donor support it is important to mention that we had a good year for sponsorship participation. We received a total of \$18,700 in cash sponsorships and 6,300 from in-kind sponsors.

Respectfully Submitted


Neil Miller
Parks and Recreation Director

Review and Concur


Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
August 21, 2012

S U B J E C T: Presentation by Miss Farmington, Victoria Pozzuoli

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Miss Farmington, Victoria Pozzuoli will be present to give update.

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

CITY COUNCIL AGENDA

For Council Meeting:
August 21, 2012

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

1. Audit Engagement Letter for FY2012
2. Final Plat and Waiver of Open Space for the Spring Creek Estates Phase 7 Subdivision
3. Crosswalk and Bike Lane Improvements in the Station Park Area
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5. Ratification of Approvals of Storm Water Bond Logs

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

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
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JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council
From: Keith Johnson, Assistant City Manager
Date: August 14, 2012
Subject: **AUDIT ENGAGEMENT LETTER FOR FY 2012.**

RECOMMENDATIONS

Approve Audit Engagement Letter with Ulrich & Associates.

BACKGROUND

Enclosed is the audit engagement letter with Ulrich & Associates to do the audit for fiscal year 2012. In it describes their scope of work and sets the price not to exceed \$25,300, which is in line to what they had bid a year ago.

Respectfully Submitted,

Keith Johnson,
Assistant City Manager

Review and Concur,

Dave Millheim,
City Manager

AUDIT ENGAGEMENT LETTER

July 26, 2012

Scott C. Harbertson, Mayor
Farmington City Corporation
Farmington, Utah 84025

We are pleased to confirm our understanding of the services we are to provide Farmington City Corporation for the year ended June 30, 2012. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Farmington City Corporation as of and for the year ended June 30, 2012. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany Farmington City Corporation's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Farmington City Corporation's RSI. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budget to Actual Income Statement General Fund and Major Special Revenue Funds.

We have also been engaged to report on supplementary information other than RSI that accompanies Farmington City Corporation's financial statements. We will subject the following supplementary

information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Budget to Actual Income Statement for all other funds
2. Combining & Individual Fund Statements
3. Statements on Capital Assets Used in the Operation of Governmental Funds
4. Statement of Changes in Fiduciary Net Assets

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include test of the accounting records of Farmington City Corporation and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that Farmington City Corporation is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Farmington City Corporation and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees,

grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts, or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly

planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Farmington City Corporation's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Farmington City Corporation; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Ulrich & Associates, PC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such documentation will be provided under the supervision of Ulrich & Associates, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 2012 and to issue our reports no later than December 31, 2012. Mike Ulrich is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) *We estimate our not to exceed fee to be \$25,300.* Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2009 peer review accompanies this letter.

We appreciate the opportunity to be of service to Farmington City Corporation and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

A handwritten signature in black ink that reads "Michael Ulrich, CPA". The signature is written in a cursive style with a large initial "M".

Michael E. Ulrich, CPA
Ulrich & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Farmington City Corporation.

By:

Title:

Date:

Evans & Poulsen P.A.

Certified Public Accountants

Members of the American Institute of CPA's
and the Idaho Society of CPA's
Edward G. Evans, CPA
Jeffrey D. Poulsen, CPA

System Review Report

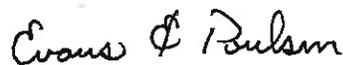
June 24, 2010

To the Owners of
Ulrich & Associates, PC
and the Peer Review Committee of the Nevada Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Ulrich & Associates, PC (the firm) in effect for the year ended December 31, 2009. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included an audit of an employee benefit plan and engagements performed under *Government Auditing Standards* and *OMB Circular A-133*.

In our opinion, the system of quality control for the accounting and auditing practice of Ulrich & Associates, PC in effect for the year ended December 31, 2009, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Ulrich & Associates, PC has received a peer review rating of *pass*.



Evans & Poulsen, P.A.



FARMINGTON CITY

SCOTT C. HARBERTSON
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CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Christy Alexander, Associate City Planner
Date: August 7, 2012

SUBJECT: APPROVAL OF A FINAL PLAT & WAIVER OF OPEN SPACE FOR THE
SPRING CREEK ESTATES PHASE 7 SUBDIVISION

RECOMMENDATION

Approve the attached final plat for the Spring Creek Estates Phase 7 Subdivision (2 lots) located at approximately 1800 West and 575 North and grant a waiver of open space for lot 701, subject to the conditions and findings as set forth in the attached Planning Commission Staff Report.

BACKGROUND

The applicant, Howard Kent/SLI Real Estate, is requesting Final Plat approval for a minor 2-lot conservation subdivision on property located at approximately 1800 West and 575 North. The proposed Final Plat contains a total of 2 lots on .95 acre of property. The underlying zone for this property is an AE zone. Howard Kent is proposing his last phase for the Spring Creek Estates Conservation Subdivision adjacent to the Spring Creek Phases 3-C, 4, 5, & 6 Subdivisions that are currently under construction to the northwest. Since the number of lots does not exceed 10 and no roads are being dedicated, the approval process consists of a Schematic Plan and Final Plat. The Planning Commission recommends the Final Plat for approval.

The Schematic Plan is considered approved by the City Council in the previous development phases since staff had asked to leave these 2 lots off of previous plats until issues with wetlands on those properties were resolved. The wetland issues have been resolved and there are no issues found at Final Plat level. The Planning Commission voted unanimously on July 26, 2012 to recommend the Final Plat for approval. The only issue that needs to be considered with the Final Plat is that lot 701 was part of the

applicant's open space and as was done in Phase 6, the applicant is requesting a waiver to build one more lot within the Phase 4 cul-de-sac. The applicant has enough lots left from his yield plan to build one more lot here. The Council will need to waive that open space concurrent with the Final Plat approval.

Respectfully Submitted



Christy J. Alexander
Associate City Planner

Review & Concur



Dave Millheim
City Manager



Planning Commission Staff Report
July 26, 2012

Item 5: Final Plat for the Spring Creek Estates Phase 7 Conservation Subdivision

Public Hearing:	No
Application No.:	S-10-12
Property Address:	Approximately 1800 West and 575 North
General Plan Designation:	Rural Residential Density (RRD)
Zoning Designation:	Agricultural Estates (AE)
Area:	.95 acre
Number of Lots:	2
Property Owner:	Howard Kent/SLI Real Estate
Agent:	Howard Kent/SLI Real Estate

Request: *Applicant is requesting a recommendation for Final Plat approval for the Spring Creek Estates Phase 7 Conservation Subdivision.*

Background Information

The applicant, Howard Kent/SLI Real Estate, is requesting Final Plat approval for a minor 2-lot conservation subdivision on property located at approximately 1800 West and 575 North. The proposed Final Plat contains a total of 2 lots on .95 acre of property. The underlying zone for this property is an AE zone. Northstar Homes is proposing a conservation subdivision adjacent to the Spring Creek Phases 3-C, 4, 5, & 6 Subdivision that is currently under construction to the northwest. Since the number of lots does not exceed 10, the approval process consists of a Schematic Plan and Final Plat. The Planning Commission recommends the Final Plat for approval.

The Schematic Plan is considered approved by the City Council in the previous development phases since staff had asked to leave these 2 lots off of previous plats until issues with wetlands on those properties were resolved. The wetland issues have been resolved and there are no issues found at Final Plat level.

Suggested Motion:

Move that the Planning Commission recommends that the City Council approve the Final Plat for the Spring Creek Estates Phase 7 Conservation Subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant continues to work with the City and other agencies to any outstanding issues remaining with regard to the Final Plat;
2. The applicant must comply with all provisions of the development agreement;
3. The applicant must receive approval of the Final Plat from the City Council in order to record the proposed subdivision.

Findings for Approval:

1. The proposed Final Plat is consistent with the previously approved Schematic Plan.
2. The proposed subdivision meets all the requirements for approval of a Final Plat.

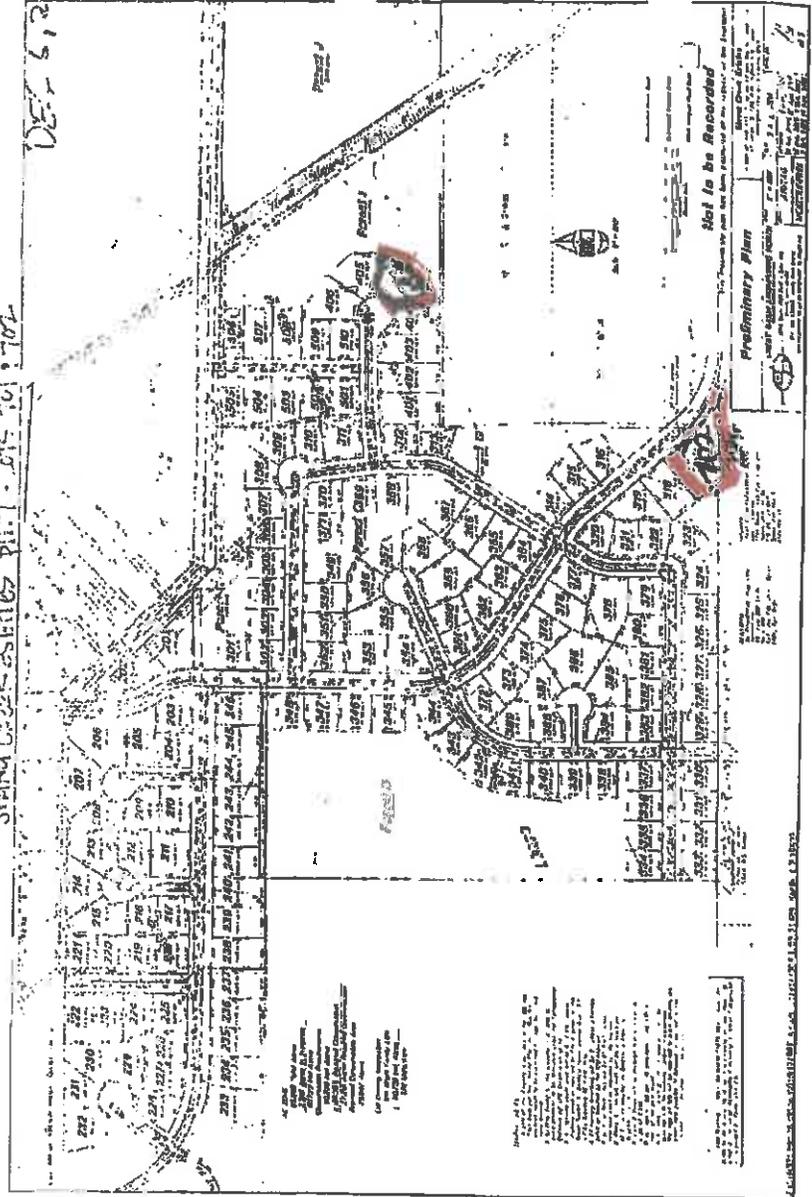
Supplemental Information

1. Vicinity Map
2. Spring Creek Estates Phase 7 Conservation Subdivision Final Plat

Applicable Ordinances

1. Title 12, Chapter 5 – Minor Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 10 – Agricultural Zones
4. Title 11, Chapter 12 – Conservation Subdivisions

NEING COCKS STAIRS PLOT 701-707
701-707



Not to be Recorded
Preliminary Plan

City of Los Angeles
Department of Public Works
Engineering Division
City Engineer
Date: 11/15/1917

City of Los Angeles
Department of Public Works
Engineering Division
City Engineer
Date: 11/15/1917



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: August 13, 2012

SUBJECT: **CROSSWALK AND BIKE LANE IMPROVEMENTS IN THE STATION PARK AREA**

RECOMMENDATIONS

Authorize City Staff to: 1) Complete crosswalk improvements to State Street and 650 West, and Clark Lane both East and West of the Station Park theatres; 2) Place signage and shared lane markings for bicyclists on the State Street I-15 Overpass. 3) Install temporary asphalt in lieu of a permanent sidewalk for approximately 900 feet within the public ROW abutting the CenterCal parcel between Chase Bank and 650 West. These improvements will be paid for from general fund reserves and a donation from CenterCal.

BACKGROUND

In a July work session of the City Council, we looked at various options for additional crosswalks and improvements to the biking public in the area of Station Park. The minutes to that work session and the related staff report and backup documents are attached for your review. Council directed staff to cost out the recommendations discussed and bring those back for formal consideration. Paul Hirst, with CRS prepared the cost estimates for the above recommendations which total \$11,610 and are attached.

CenterCal officials have verbally expressed they would assist with these improvements for half the cost up to a limit of \$5,000. We appreciate the support of CenterCal for these improvements. City staff has already done some of the leveling and compacting for the sidewalk portion. Staff feels that with the additional growth of both pedestrian and bicycle traffic in the area of Station Park that these safety improvements are warranted.

Respectfully Submitted

Dave Millheim
City Manager

**Pedestrian and Bicycle Safety Improvement
Cost Estimate
August 1, 2012**

State Street I-15 Overpass				
Item	Quantity	Unit	Unit Cost	Amount
Signs R4-11	4	EA	\$150	\$600
Shared Lane Marking	1	LS	\$500	\$500
Total				\$1,100

State Street @ 650 West				
Item	Quantity	Unit	Unit Cost	Amount
Painting Crosswalk & Yield Bars	1	LS	\$400	\$400
Signs W11-2 & W 16-9P	2	EA	\$170	\$340
Signs R1-5a	2	EA	\$170	\$340
Total				\$1,080

Clark Lane East & West Theater Access				
Item	Quantity	Unit	Unit Cost	Amount
Painting Crosswalk & Yield Bars	1	LS	\$450	\$450
Painting Crosswalk @ Stub Streets	2	EA	\$100	\$200
Signs W11-2 & W 16-9P	2	EA	\$170	\$340
Signs R1-5a	2	EA	\$170	\$340
Total				\$1,330

Temporary Pathway				
Item	Quantity	Unit	Unit Cost	Amount
5' Wide, 3" Asphalt/9" Base Pathway (prep, place, and compact base material/furnish, place, and compact asphalt)	900	LF	\$9.00	\$8,100
Total				\$8,100

Total of all improvements				\$11,610
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FARMINGTON CITY COUNCIL MEETING
July 17, 2012

WORK SESSION

Present: Mayor Scott Harbertson, Council Members Cory Ritz, Jim Talbot, and Jim Young, City Manager Dave Millheim, Associate Planner Christy Alexander, City Engineer Paul Hirst, City Traffic Engineer Tim Taylor, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Members John Bilton and Nelsen Michaelson were excused.

Clark Lane/Station Park Pedestrian and Bicycle Crossing Improvements

City Traffic Engineer **Tim Taylor** reviewed the following recommendations which were outlined and illustrated in the staff report:

1. Construct a temporary paved pathway on the north side of Clark Lane between 650 West and the easternmost entrance to Station Park.
2. Implement marked crosswalks at the State Street/650 West intersection.
3. Implement signing/markings recommendations at the Clark Lane/Station Park theater access.
4. Implement signing/markings recommendations on the State Street/I-15 overpass.
5. Monitor conditions following the installation of items 1-4 and if crossing opportunities continue to be constrained consider the use of crossing flags at each location.
6. The installation of pedestrian hybrid beacons is not recommended at this time due to the low volume of crossing pedestrians and bicycles and the potential for a traffic signal at 650 West.
7. The addition of four 35-mile per hour speed limit signs (2 eastbound and 2 westbound) along Clark Lane/State Street.

The Council discussed various aspects of the report and instructed **Mr. Taylor** to move forward with his recommendations. Several other agenda items were also reviewed.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Tim Taylor, Traffic Engineer

Date: July 9, 2012

SUBJECT: CLARK LANE / STATION PARK PEDESTRIAN AND BICYCLE CROSSING IMPROVEMENTS

RECOMMENDATIONS

1. Hear verbal report on findings from Traffic Engineer per the attached report.
2. Work with the Station Park development to construct a temporary paved pathway on the north side of Clark Lane between 650 West and the easternmost entrance to Station Park per Figure 4. Costs will vary depending on the City versus developer contributions to this effort.
3. Implement marked crosswalk recommendations at the State Street / 650 West intersection per Figure 6 at a cost of approximately \$2,000. This should be the primary crossing point for all pedestrians and bicycles traveling to/from areas east of I-15 and those using the Farmington Creek Trail. Additional enhancements could include colored/textured concrete crossing treatments to match the existing crosswalk on the south leg of the intersection (\$15,000-\$30,000).
4. Implement signing and marking recommendations at the Clark Ln / Westernmost Station Park theater Access per Figure 7 at a cost of approximately \$4,000. Street lighting should also be provided at this location to accommodate night-time conditions (\$5,000).
5. Implement signing and marking recommendations on the State Street / I-15 overpass per Figure 8 at a cost of approximately \$2,000.
6. Monitor conditions following the installation of recommendations 1-4. If crossing opportunities continue to be constrained, consider the use of crossing flags at the marked crossing locations.
7. We do not recommend the installation of pedestrian hybrid beacon (see Figure 5) at this time due to the low volume (< 20/hr) of crossing pedestrians and bicycles and the potential for a traffic signal at 650 West. However, if the temporary paved pathway cannot be provided, it may be appropriate to consider a pedestrian hybrid beacon at the easternmost theater access location until the time that a permanent connection can be established on the north side of Clarke Lane / State Street west of 650 West. The cost of a pedestrian hybrid beacon with associated signing and marking is approximately \$75,000. A full

traffic signal at the intersection of 650 West will cost approximately \$150,000 and will likely meet required signal warrants within 5 years.

8. Add four 35 mph speed limit signs (2-eastbound, 2-westbound) along Clark Lane / State Street at the following locations (\$800):

Eastbound

- Immediately east of the westernmost Station Park theater access.
- Between the easternmost Davis County Court access and 650 West.

Westbound

- Between 650 West and the Legacy Highway overpass.
- Between the easternmost Station Park Access and the easternmost Station Park theater access.

BACKGROUND

Residents have expressed a need for improved crossings along State Street and Clark Lane in order to facilitate safe pedestrian and bicycle connections to the Station Park development. As a result, Staff asked the City's Traffic Engineer to take a broad look at options to improve pedestrian and bicycle circulation along Clark Lane and State Street, which he has done (see attached report). This requires City Council approval before becoming effective.

Respectfully Submitted



Tim Taylor
Traffic Engineer

Review and Concur



Dave Millheim
City Manager



9980 SOUTH 300 WEST STE. #200
SANDY, UT 84070
PHONE: 801-456-3847
FAX: 801-618-4157

TECHNICAL MEMORANDUM

DATE: 7/9/2012
TO: Dave Millheim – Farmington City Manager
FROM: Timothy Taylor, PE, PTOE
RE: **Clark Lane / Station Park Pedestrian and Bicycle Crossing Improvements**

In response to your request, we have assessed crossing improvements along Clark Lane / State Street in the vicinity of the Station Park development with the goal of improving accessibility for pedestrians and cyclists. This memorandum provides an outline of the steps taken during the review and provides our recommendations.

Background

Clark Lane / State Street between 1100 West/Park Lane and I-15 is a three-lane roadway with one lane in each direction and a center two-way left-turn lane. The posted speed limit is 35 mph.

As a result of the Station Park development, both vehicle and pedestrian volumes along Clarke Lane / State Street have increased. In addition, this section of roadway continues to serve as a popular route for bicyclists.

Recent requests by residents prompted the City to look more closely at specific crossing improvement recommendations.

Existing Pedestrian & Bicycle Facilities

Figure 1 depicts the primary trail and sidewalk locations within the area south of the Station Park development. Continuous sidewalk currently only exists along the south side of Clark Lane / State Street between 1100 West/Park Lane and the area east of I-15. Figure 2 depicts a ½ mile radius from the village center area of Station Park which represents those areas that are serviced within an approximate 11 minute walking radius.

Current Crossing Points

Current crossings are all occurring at un-marked crossing locations. Figure 3 shows the six most utilized crossing locations based on current access points, primary destinations, and trail and sidewalk locations.

- 1) State Street/650 West – Upgraded as a part of the Legacy Highway project, this intersection has a direct connection to the Farmington Creek Trail, the Legacy Trail and the continuous sidewalk on the south side of Clark Lane/State Street between 1100 West/Park Lane and areas east of I-15. This intersection is a likely candidate for a traffic signal in the future and serves as a natural crossing except that there is no sidewalk connection on the north side of Park Lane between 650 West and the Station Park development.
- 2) Clark Lane/Easternmost Station Park Access – Given that this intersection is on a curve, it is not a recommended location for a marked crossing. However, it's the first opportunity to access to the Station Park development and pedestrians may be more inclined to cross here rather than continue west.
- 3) Clark Lane/Easternmost Theater Access – This location is well suited for a marked crossing. ADA accessible ramps would be needed to accommodate the crossing.
- 4) Clark Lane/Westernmost Theater Access – This is likely the point where pedestrians accessing the development from areas to the west would cross. This location is also well suited for a marked crossing. ADA accessible ramps would be needed to accommodate the crossing.
- 5) Park Lane/1100 West/Clark Lane – Currently the only sidewalk at this intersection is located to the east of Park Lane/1100 West on the South side of Clark Lane. In the future, this intersection will be converted to a round-a-bout with pedestrian access being provided on all four approach legs.

Temporary Pathway

Figure 4 depicts an option of providing a temporary pathway on the north side of Clark Lane between 650 West and the easternmost access to the Station Park development. This connection would make possible the ability for pedestrians to cross State Street at 650 West and continue west into the Station Park development, minimizing the need to cross Clark Lane further to the west.

Crossing Options

There are three primary options available to accommodate the crossing of pedestrians and bicycles:

- A) Un-marked crosswalks. In Utah, a crosswalk is defined as the part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or the edges of the traversable roadway. In the absence of a sidewalk on one side of the roadway, it is that part of a roadway included within the extension of the lateral lines of the existing sidewalk at right angles to the centerline. Unmarked crosswalks are legal crosswalks.

- B) Marked crosswalks with advanced warning signs (also can include colored or textured crossing areas and the use of crossing flags in addition to painted lines). Marked crosswalks provide guidance for pedestrians who are crossing roadways by defining the paths on approaches to and within intersections, and on approaches to other intersections where traffic stops.
- C) Pedestrian Hybrid Beacon – Figure 5 depicts an example of a pedestrian hybrid beacon. A pedestrian hybrid beacon is a special type of signal used to warn and control traffic at an unsignalized location to assist pedestrians in crossing a street or highway at a marked crosswalk. Federal guidelines related to the installation of pedestrian hybrid beacons require a minimum pedestrian and bicycle crossing volume of 20 per hour.

Bicycle Accommodations

State Street and Shepard Lane are the primary bicycle connections east and west of I-15. A substantial number of cyclists utilize the State Street / Clark Lane corridor for both regional and local cycling activities.

Clark Lane currently accommodates cyclists via wide shoulders between Park Lane and the I-15 overpass. Bicycle lanes are provided on Clark Lane west of Park Lane and on State Street east of I-15.

The narrow I-15 overpass cross-section is the only location where bicycle accommodations are constrained along Clark Lane / State Street. With minimal improvements at this location, the continuity of bicycle facilities along Clark Lane / State Street can be maintained.

Findings and Recommendations

Based on our review of current and future pedestrian and bicycle crossing conditions we recommend the following:

- 1) Work with the Station Park development to construct a temporary paved pathway on the north side of Clark Lane between 650 West and the easternmost entrance to Station Park per Figure 4. Costs will vary depending on the City versus developer contributions to this effort.
- 2) Implement marked crosswalk recommendations at the State Street / 650 West intersection per Figure 6 at a cost of approximately \$2,000. This should be the primary crossing point for all pedestrians and bicycles traveling to/from areas east of I-15 and those using the Farmington Creek Trail. Additional enhancements could include colored/textured concrete crossing treatments to match the existing crosswalk on the south leg of the intersection (\$15,000-\$30,000).
- 3) Implement signing and marking recommendations at the Clark Ln / Westernmost Station Park theater Access per Figure 7 at a cost of approximately \$4,000.

Street lighting should also be provided at this location to accommodate night-time conditions (\$5,000).

- 4) Implement signing and marking recommendations on the State Street / I-15 overpass per Figure 8 at a cost of approximately \$2,000.
- 5) Monitor conditions following the installation of recommendations 1-4. If crossing opportunities continue to be constrained, consider the use of crossing flags at the marked crossing locations.
- 6) We do not recommend the installation of pedestrian hybrid beacon (see Figure 5) at this time due to the low volume (< 20/hr) of crossing pedestrians and bicycles and the potential for a traffic signal at 650 West. *However, if the temporary paved pathway cannot be provided, it may be appropriate to consider a pedestrian hybrid beacon at the easternmost theater access location until the time that a permanent connection can be established on the north side of Clarke Lane / State Street west of 650 West.* The cost of a pedestrian hybrid beacon with associated signing and marking is approximately \$75,000. A full traffic signal at the intersection of 650 West will cost approximately \$150,000 and will likely meet required signal warrants within 5 years.
- 7) Add four 35 mph speed limit signs (2-eastbound, 2-westbound) along Clark Lane / State Street at the following locations (\$800):

Eastbound

- Immediately east of the westernmost Station Park theater access.
- Between the easternmost Davis County Court access and 650 West.

Westbound

- Between 650 West and the Legacy Highway overpass.
- Between the easternmost Station Park Access and the easternmost Station Park theater access.

Zimbra

dmillheim@farmington.utah.gov

FW: Crosswalk

From : SCOTT C HARBERTSON <scottharbo@msn.com> Tue, Jun 12, 2012 02:09 PM
Subject : FW: Crosswalk
To : *Dave Millheim
<dmillheim@farmington.utah.gov>

Dave,

Just following up on this email. Is there any word on what is being done to put a crossing on Clark Lane to the Station Park Aarea?

Scott

Scott C. Harbertson
28 East 930 North
Farmington, Ut. 84025
(801) 451-2744 (Home)
(801) 540-1960 (Cell)

Date: Thu, 7 Jun 2012 17:10:39 -0400
From: jwiser@q.com
To: scottharbo@msn.com
CC: wisepack@gmail.com
Subject: Crosswalk

Hello Mr. Mayor,

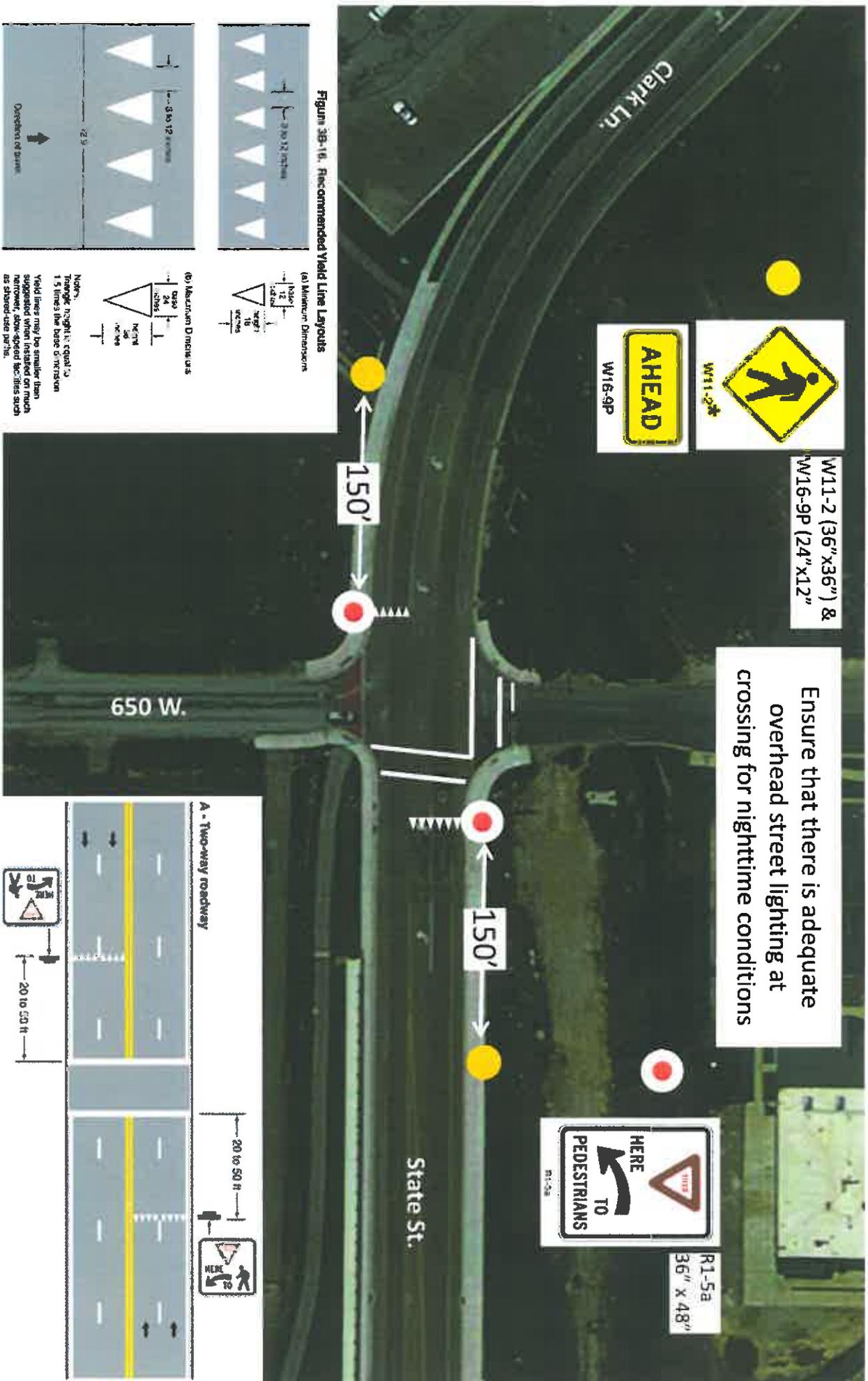
My family and I are very fond of the new shopping center Farmington Station. We love to shop at Harmons and have lunch at Panda Express. It's close enough to our house that we can walk or ride our bikes to the shopping center. It's a great way to exercise as a family and we love riding through the old Farmington neighborhoods to get there. My

concern is that once we cross the overpass to get to Harmons there isn't a way to safely cross the street. There is an increase in traffic due to all the new shopping and It would be such a benefit for bike riders and pedestrians to have have a crosswalk between the Justice Center and the entrance to the Farmington station parking lot. With cars coming out of both parking lots and on coming traffic there is no safe way for people to cross. Yesterday while trying to get to Harmons on our bikes we waited for quite awhile before we could cross the street and we had to hurry to miss the cars coming from the overpass that we couldn't see until they come over the hill of the overpass.

I serve as the Farmington Elementary PTA safety commissioner and one of my primary responsibilities is to provide the kids and families at our school with safe walking routes in our community. I tell the students that they must always use a crosswalk when crossing the street. As a driver I appreciate crosswalks because that means I can safely stop to allow for pedestrians.

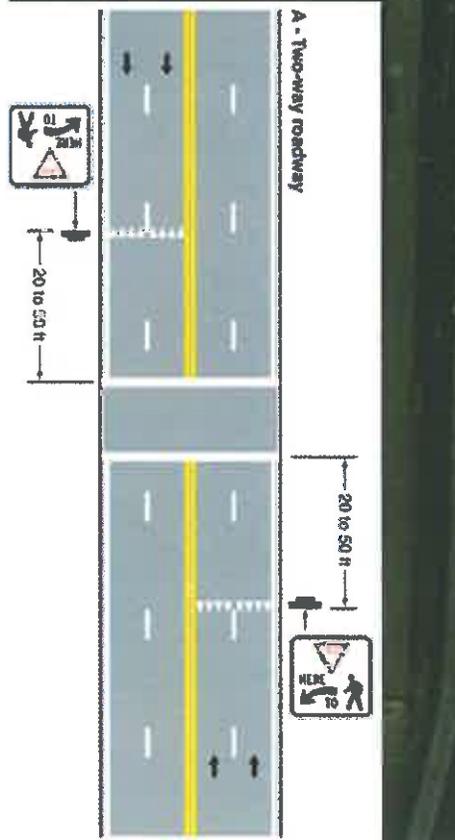
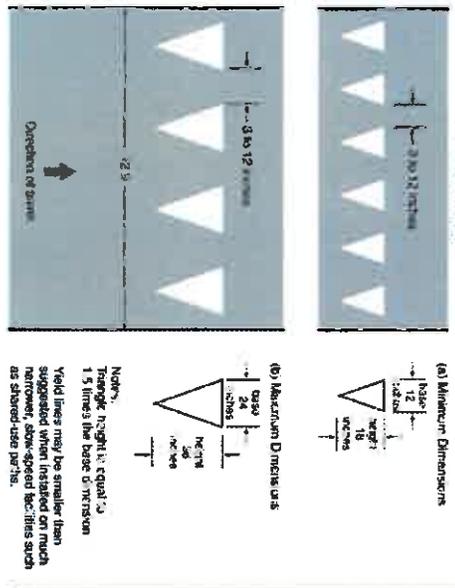
I've been a resident of Farmington for 13 years. I love and support the growth of the city as long as it doesn't impede the safety of our residents. I would appreciate your support and consideration for a Farmington station crosswalk around 800 west and State St. between the shopping center and the Davis Justice court.

Thank You,
Jennifer Wisler
jwisler@q.com
801-447-3593
801-455-4669 (cell)



Ensure that there is adequate overhead street lighting at crossing for nighttime conditions

Figure 3B-18. Recommended Yield Line Layouts



State Street/650 West Intersection Marked Crosswalks (East and North Legs)



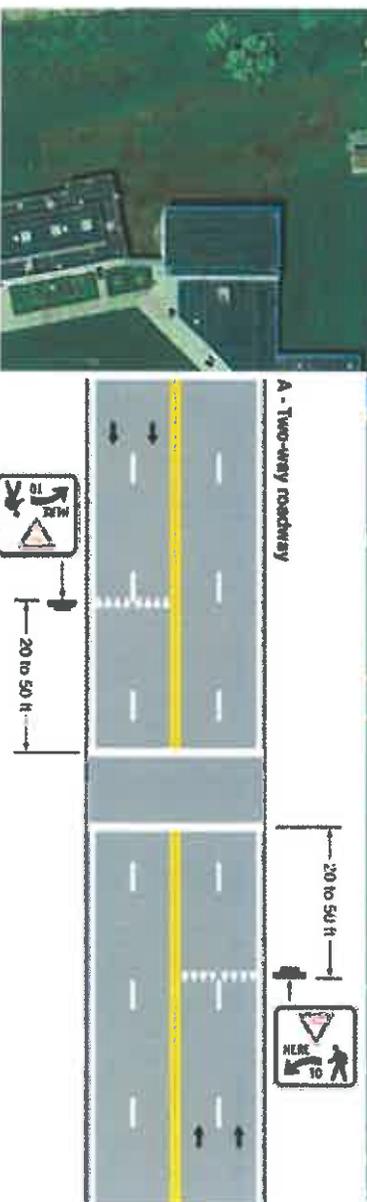
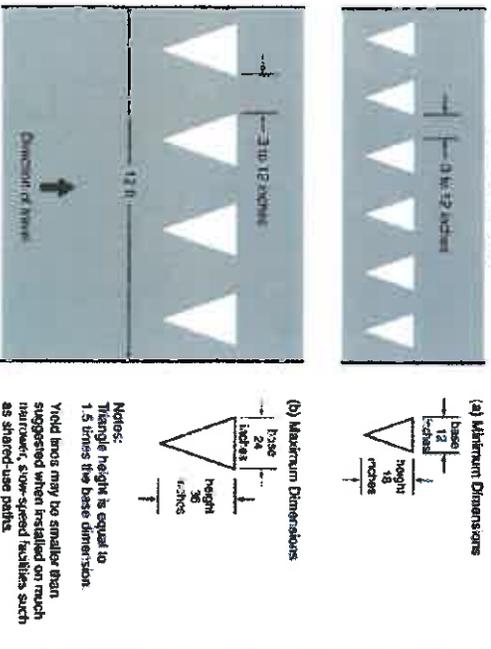


Figure 7: Clark Lane/East & West Theater Access Points

Marked Crosswalks



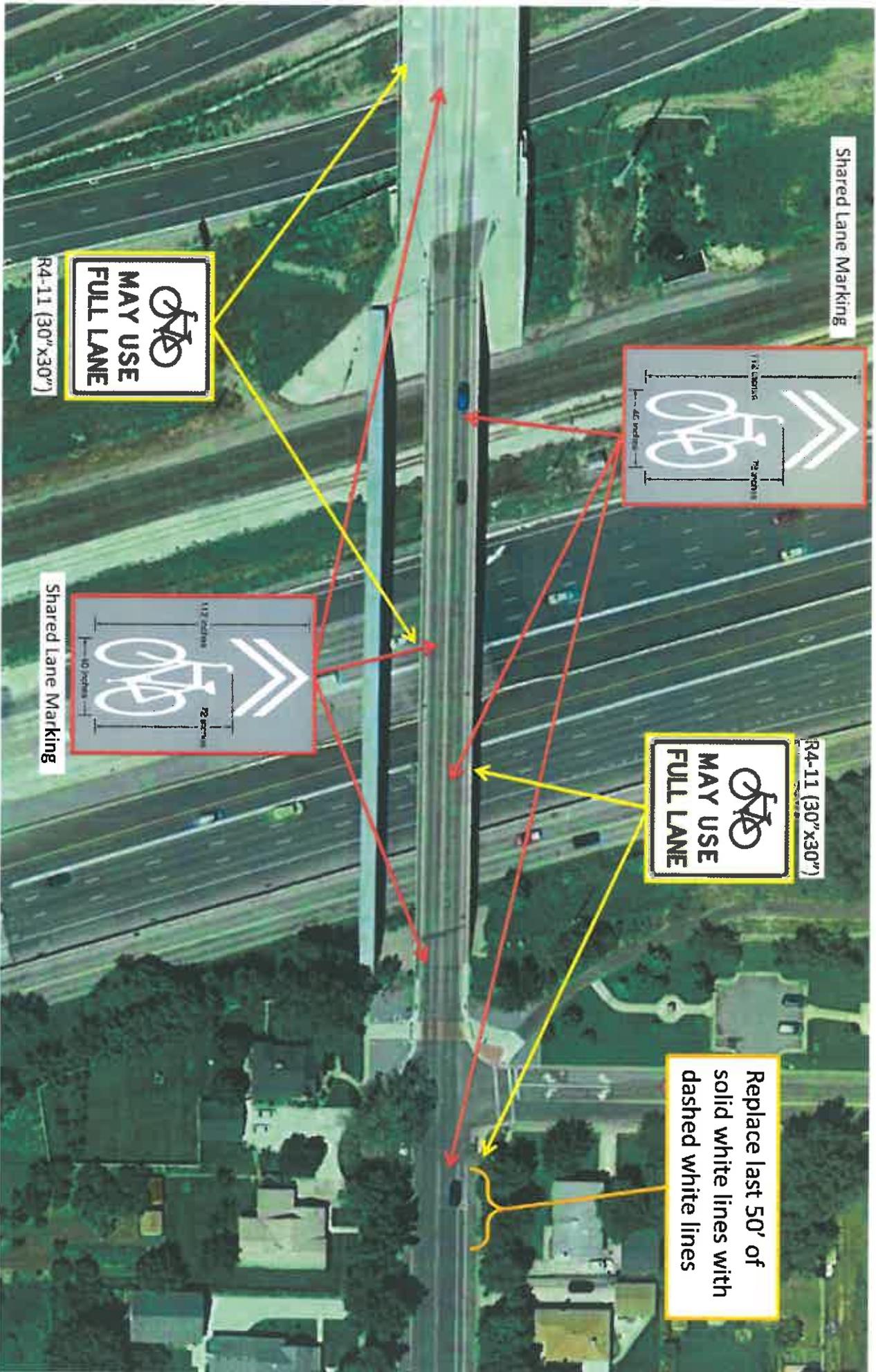


Figure 8: State Street I-15 Overpass Bicycle Improvements

Add street lighting for nighttime conditions?



Temporary Pathway



FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

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

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: August 14, 2012

Subject: **LEASE PURCHASE AGREEMENT WITH ZIONS BANK FOR PURCHASE OF NEW FIRE TRUCK.**

RECOMMENDATIONS

Adopt the resolution approving the form of the equipment lease agreement with Zions Bank for the purchase of a new fire engine.

BACKGROUND

Enclosed is the lease purchase agreement with Zions Bank for the purchase of a new fire engine. The purchase of the new fire engine was approved in the FY 2012 budget in June of 2011. The truck was ordered last fall, but the delivery date was set back to this fiscal year. It was budgeted to finance \$150,000.00, but because of the delay we have another \$50,000.00 to put towards the payment of it, so the lease amount is only \$100,000.00.

Respectfully Submitted,

Keith Johnson,
Assistant City Manager

Review and Concur,

Dave Millheim,
City Manager

LEASE PURCHASE AGREEMENT

This equipment lease (the "Lease") dated as of August 28, 2012, by and between Zions First National Bank, One South Main Street, Salt Lake City, Utah 84111 ("Lessor"), and Farmington City, Utah ("Lessee") a body corporate and politic existing under the laws of the State of Utah. This Lease includes all Exhibits hereto, which are hereby specifically incorporated herein by reference and made a part hereof.

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

ARTICLE I

Lease Of Equipment

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

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

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

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

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

ARTICLE II

Definitions

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

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

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

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

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

“Lessee” shall mean Farmington City, Utah.

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

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

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

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

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

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

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

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

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

ARTICLE III
Lease Term

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

_____ the date this Lease is executed.

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

_____ the date the Vendor receives full payment for the Equipment from Lessor.

 X August 28, 2012.

Such date will be referred to as the Commencement Date.

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

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

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

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

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

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

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

ARTICLE IV

Rental Payments

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

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

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

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

ARTICLE V

Purchase Of Equipment

Section 5.1 *Option Purchase Price.* On any Business Day on or after August 28, 2012, Lessee may purchase the Equipment from Lessor at a price equal to the principal amount outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such date is a Rental Payment Date, in which case, the principal amount outstanding as of such date), plus accrued interest from such Rental Payment Date to such date of calculation at the rate of interest per annum in effect for the period during which the calculation is made, as set forth in Exhibit "C."

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

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

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

ARTICLE VI

Representations, Covenants, And Warranties Of Lessee And Lessor

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

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

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

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

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

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

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

ARTICLE VII
Events Of Default And Remedies

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

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

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

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

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

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

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

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

ARTICLE VIII

Payment Of Taxes, Fees, Permits, And Utility Services

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

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

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

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

ARTICLE IX

Use, Repairs, Alterations, And Liens

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

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

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

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

ARTICLE X

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

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

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

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

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

ARTICLE XI

Miscellaneous

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

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

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

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

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

(b) if to Lessor, at Zions First National Bank, One South Main Street, Salt Lake City, Utah, 84111. Attention: Public Financial Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBITS

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

Executed this ____ day of _____, 20____.

Lessor:

Zions First National Bank

By _____
Johnathan Ward, Vice President

Lessee:

Farmington City, Utah

By _____
Scott Harbertson, Mayor

EXHIBIT A
Description Of Equipment

<u>Quantity</u>	<u>Description/Serial Numbers</u>
1	Fire Truck, Rosenbauer Timberwolf International 7400, Four Door 4x4 Chassis

Initials of Lessee Signatory

EXHIBIT B
Resolution Of Governing Body
Extract Of Minutes

August 21, 2012

Farmington City, Utah

The City Council (the "Governing Body") of Farmington City, Utah met in regular session at its regular meeting place in Farmington City, Utah on August 21, 2012, with the following members of the Governing Body present:

Scott Harbertson	Mayor
Cory R. Ritz	Council Member
Nelsen Michaelson.....	Council Member
Jim Young.....	Council Member
John Bilton.....	Council Member
Jim Talbot	Council Member

Also present:

Holly Gadd.....City Recorder

Absent:

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

YEA:

NAY:

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

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

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

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

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

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

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

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

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

Adopted and approved this _____ day of _____, 20_____.

By _____
Scott Harbertson, Mayor

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

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

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the City Council including a Resolution adopted at said meeting held on August 21, 2012, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 20 ____.

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

By _____
 Holly Gadd, City Recorder

[SEAL] ↑

STATE OF UTAH)

:ss.

COUNTY OF DAVIS)

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

- (a) that in accordance with the requirements of Section 52-4-6 (1), Utah Code Annotated (1953), as amended, public notice of the 20____ Annual Meeting Schedule of the City Council (the “Governing Body”) of Farmington City, Utah was given, specifying the date, time and place of the regular meetings of the Governing Body scheduled to be held during the year, by causing a Notice of Annual Meeting Schedule for the Governing Body to be posted on _____, 20____, at the principal office of the Governing Body at Farmington City, Utah; said Notice of Annual Meeting Schedule having continuously remained so posted and available for public inspection during regular office hours of the undersigned until the date hereof; and causing a copy of the Notice of Annual Meeting Schedule to be provided on _____, 20____ to at least one newspaper of general circulation within the geographic jurisdiction of Farmington City, Utah, or to a local media correspondent;
- (b) that in accordance with the requirements of Section 52-4-6 (2), Utah Code Annotated (1953), as amended, public notice of the regular meeting of the Governing Body on August 21, 2012, was given by specifying in a Notice of Regular Meeting the agenda, date, time and place of the meeting and by causing the Notice of Regular meeting to be posted at the principal office of the Governing Body on the _____ day of _____, 20____ a date not less than 24 hours prior to the date and time of the Governing Body’s regular meeting, and to be provided on the _____ day of _____, 20____, to at least one newspaper of general circulation within the geographic jurisdiction of Farmington City, Utah, or to a local media correspondent.

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

By _____
Holly Gadd, City Recorder

[S E A L] ↑

EXHIBIT C
Payment Schedule

Lessee: Farmington City, Utah

Date of Lease: August 28, 2012

Amount Due: \$100,000.00

1. Interest has been computed at the rate of 1.85% per annum. Interest shall accrue from the Commencement Date.
2. Rental payments shall be due semi-annually commencing December 1, 2012. The payments set forth on the attached debt service schedule shall be due on the 1st day of June and December up to and including June 1, 2015.
3. The Option Purchase Price, on any given date of calculation, is equal to the Principal Outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such calculation date is a Rental Payment Date, in which case, the Principal Outstanding as of such date) plus accrued interest from such Rental Payment Date at the rate set forth in paragraph number 1 above.

[Please see the attached Debt Service Schedule]

The remainder of this page has been intentionally left blank

Farmington City Lease

\$100,000.00 Equipment Lease Purchase

Dated: August 28, 2012

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/28/2012	-	-	-	-	-
12/01/2012	16,656.23	1.850%	477.92	17,134.15	-
06/01/2013	16,363.22	1.850%	770.93	17,134.15	34,268.30
12/01/2013	16,514.58	1.850%	619.57	17,134.15	-
06/01/2014	16,667.34	1.850%	466.81	17,134.15	34,268.30
12/01/2014	16,821.51	1.850%	312.64	17,134.15	-
06/01/2015	16,977.11	1.850%	157.04	17,134.15	34,268.30
Total	\$100,000.00	-	\$2,804.91	\$102,804.91	-

Yield Statistics

Bond Year Dollars	\$151.62
Average Life	1.516 Years
Average Coupon	1.8500052%
Net Interest Cost (NIC)	1.8500052%
True Interest Cost (TIC)	1.8507170%
Bond Yield for Arbitrage Purposes	1.8507197%
All Inclusive Cost (AIC)	1.8507170%
IRS Form 8038	
Net Interest Cost	1.8500052%
Weighted Average Maturity	1.516 Years

Lease BOM12 | SINGLE PURPOSE | 8/ 8/2012 | 11:35 AM

ZIONS BANK  PUBLIC FINANCE

Page 1

Initials of Lessee Signatory

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

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

Gentlemen:

As counsel for Farmington City, Utah ("Lessee"), I have examined duly executed originals of Equipment Lease Agreement (the "Lease") dated August 28, 2012, between the Lessee and Zions First National Bank, Salt Lake City, Utah ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Lease. Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

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

Attorney for Lessee

EXHIBIT E
Delivery And Acceptance Certificate

To: Zions First National Bank

Reference is made to the Equipment Lease Agreement between the undersigned (“Lessee”), and Zions First National Bank (“Lessor”), dated August 28, 2012, (“the Lease”) and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

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

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

Lessee:

Farmington City, Utah

By: _____
(Authorized Signature)

(Print name and title)

Date: _____

Witness

Information Return for Tax-Exempt Governmental Obligations

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

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Farmington City		2 Issuer's employer identification number (EIN) 87-6000225	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 160 South Main; P.O. Box 160	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Farmington, Utah 84025		7 Date of issue 08/28/12	
8 Name of issue \$100,000 Lease Purchase Agreement		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Scott Harbertson - Mayor		10b Telephone number of officer or other employee shown on 10a 801-451-2383	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education	11	0	
12 Health and hospital	12	0	
13 Transportation	13	0	
14 Public safety	14	100,000	00
15 Environment (including sewage bonds)	15	0	
16 Housing	16	0	
17 Utilities	17	0	
18 Other. Describe ►	18	0	
19 If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/01/15	\$ 100,000	\$ N/A	1.516 years	1.850 %

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

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.			
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	N/A	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	N/A	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	N/A	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	N/A	

Part VI Miscellaneous

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

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

STORM WATER & CONSTRUCTION BOND LOG

DATE	NAME	PERMIT	STORM WATER BOND	CONSTRUCTION BOND
6/1	DESTINATION HOMES	10358	\$1,000.00	
6/6	JOEL HALE CONST.	10288	\$1,000.00	
6/7	G.S. JONES CONST.	10362	\$1,000.00	
6/11	DESTINATION HOMES	10386	\$1,000.00	
6/14	DESTINATION HOMES	10391	\$1,000.00	
6/15	GARBETT HOMES	10403	\$1,000.00	
6/15	GARBETT HOMES	10402	\$1,000.00	
6/15	GARBETT HOMES	10400	\$1,000.00	
6/15	GARBETT HOMES	10401	\$1,000.00	
6/15	GARBETT HOMES	10398	\$1,000.00	
6/15	GARBETT HOMES	10397	\$1,000.00	
6/15	GARBETT HOMES	10396	\$1,000.00	
6/15	HENRY WALKER	10392	\$1,000.00	
6/15	HENRY WALKER	10393	\$1,000.00	
6/25	LODDER HOMES	10413	\$1,000.00	
6/25	RAINEY HOMES	10409	\$1,000.00	
6/25	SYMPHONY HOMES	10405	\$1,000.00	
7/6	LODDER HOMES	10430	\$1,000.00	
7/9	PINEVIEW BUILDERS	10431	\$1,000.00	
7/10	LODDER HOMES	10432	\$1,000.00	
7/11	BEST POOLS	10434	\$1,000.00	
7/11	HASKELL HOMES	10433	\$1,000.00	
7/16	NIEDERHAUSER BLDRS.	10449	\$1,000.00	
7/18	JERRY PRESTON CONST	10440	\$1,000.00	
7/18	JERRY PRESTON CONST	10444	\$1,000.00	
7/18	JERRY PRESTON CONST	10452	\$1,000.00	
7/25	LODDER HOMES	10462	\$1,000.00	
7/26	DESTINATION HOMES	10454	\$1,000.00	

CITY COUNCIL AGENDA

For Council Meeting:
August 21, 2012

SUBJECT: City Manager Report

1. Upcoming Agenda Items
2. Building Activity Reports for June

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

Upcoming Agenda Items

September 4, 2012 – Staff Reports Due: August 24th

Work Session Discussion: Changes to Zoning and Sign Ordinance Regarding Electronic Signs

Action Items:

- Final Plat approval for Oakwood Estates Phase 4 Subdivision
- Final Plat approval for Rice Farms Estates Phase 5 PUD Subdivision

Summary Action Items:

- Approval of Minutes of Previous Meetings
- Ratification of Approvals of Storm Water Bond Logs
- Approval of Disbursement Lists
- Ordinance Amending, Renumbering and Recodifying Title 5 of the Municipal Code
- HHI Trail Easement

Month of June 2012	BUILDING ACTIVITY REPORT - JULY 2011 THRU JUNE 2012				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	15	15	\$2,474,000.00	126	126
DUPLEX					
MULTIPLE DWELLING					
OTHER RESIDENTIAL					
SUB-TOTAL	15	15	\$2,474,000.00	126	126
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	4		\$39,071.00	28	
CARPORT/GARAGE				3	
ADDITIONS/REMODELS	6		\$187,350.00	17	
SWIMMING POOLS/SPAS				1	
OTHER (water heater, water meter, furnace)	15		\$117,622.00	168	
SUB-TOTAL	25		\$344,043.00	217	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL (shell only)	1		\$4,100,000.00	14	
PUBLIC/INSTITUTIONAL				4	
CHURCHES					
OTHERS				2	
SUB-TOTAL	1		\$4,100,000.00	20	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	3		\$417,750.00	34	
OFFICE				2	
PUBLIC/INSTITUTIONAL				1	
CHURCHES				1	
OTHER				0	
SUB-TOTAL	3		\$417,750.00	38	
MISCELLANEOUS - NON-RESIDENTIAL *****					
	3		\$119,232.00	63	
SUB-TOTAL	3		\$119,232.00	63	
TOTALS	47	15	\$7,455,025.00	464	126

CITY COUNCIL AGENDA

For Council Meeting:
August 21, 2012

SUBJECT: Mayor Harbertson & 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.