

**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 7, 2018, 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

NEW BUSINESS:

7:05 City Council Vacancy Interviews

SUMMARY ACTION:

(Items listed are considered routine in nature and will be voted on in mass unless pulled for separate discussion)

8:00 Minute Motion Approving Summary Action List

1. Approval of Minutes from July 17, 2018
2. Mountain View Subdivision Final PUD Master Plan
3. Resolution Advocating all Secondary Water Suppliers to Require Meters
4. Resolution Approving the Form of the Lease/Purchase Agreement with Zions Bank (Airpacks & Streetsweeper)
5. Out of State Conference Request

GOVERNING BODY REPORTS:

8:05 City Manager Report

1. Fire Monthly Activity Report for June
2. Executive Summary for Planning Commission held July 19, 2018

8:10 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 2nd day of August, 2018.

FARMINGTON CITY CORPORATION

By:  _____
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.

Posted 08/02/2018

CITY COUNCIL AGENDA

For Council Meeting:
August 7, 2018

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

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

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

CITY COUNCIL AGENDA

For Council Meeting:
August 7, 2018

SUBJECT: City Council Vacancy Interviews

ACTION TO BE CONSIDERED:

Conduct City Council vacancy interviews. Make a motion to appoint the new City Council Member based on the highest number of votes.

GENERAL INFORMATION:

See enclosed staff report prepared by Holly Gadd, City Recorder.

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



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
BRIGHAM MELLOR
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: August 2, 2016

SUBJECT: CITY COUNCIL VACANCY

RECOMMENDATION

Through a review of applications, interviews and by motion select a Councilmember.

BACKGROUND

Brigham Mellor recently left the Council to accept full time employment with the City. As per Utah Code section 20A-1-150, the legislative body shall appoint a registered voter who meets the qualifications for office to fill the seat. This person will have to stand for election in the next legislative cycle. They may choose, at that time (November 2019), to not continue or run for a two or four year term as both will be available. The City has advertised to fill the vacancy. We received 20 applications which are attached. Due to the large response, we sent out a supplemental questionnaire to aid the Council in your selection process. Since that time three applicants chose to withdraw from consideration. Six did not submit the supplemental questionnaire. The Council should drop those applicants from further consideration in fairness to those who followed through on the selection process. One applicant was late on their questionnaire submittal. Staff is advising the Council to conduct a preliminary and first round public vote for the remaining twelve candidates choosing your top three picks based on the submitted application materials. We suggest using that attached voting tally sheet so that we can quickly report the results during the meeting. Depending on the outcome of that first vote, the Council may choose to publically interview all or just a few of the finalists for further consideration. Upon completion of the interviews, the Council would vote again as many times as needed until a majority of the Council (including the Mayor) has picked a new Councilmember. The new Councilmember would be sworn in on August 21, 2018.

Respectfully Submitted

Dave Millheim
City Manager

• The City of Farmington
City Council Selection Process
June 2018

Dear Applicant for Vacant Farmington City Council Seat:

On June 21, 2018, the Farmington City Council directed the city administration to provide notice to the citizens of Farmington of the City Council vacancy due to the resignation of Council Member Brigham Mellor. The notice includes an open solicitation to residents of the City who meet the statutory qualifications, to submit names of individuals interested in being considered for appointment to the City Council.

City Council Member Appointment Process:

- I. The framework to fill an unexpired term of a municipal elected official is set by Utah law and can be found in the Utah Code Annotated (UCA).
 - A. UCA 20A-1-510 identifies the process and requires the legislative body to make the appointment of the City Council Member. The legislation does not allow for any local change to the appointment process such as a special election. The appointed individual will be appointed to serve as the city council representative until December of 2019. If the appointed individual desires to continue serving as a member of the city council beyond that time, he/she will be required to run for election in 2019 for a two-year term. The election filing period is June 1 - June 7, 2019.
 - B. The law requires that each person whose name was submitted for consideration and meets the qualifications for office will be interviewed in an open meeting, scheduled for August 7, 2018 beginning at 7:00 p.m.
 - C. Council members will vote to appoint a person to fill the city council vacancy following the interview process.

- II. In addition to filing the required Declaration of Candidacy form, qualified applicants are requested to submit to City Recorder Holly Gadd, the following information. Please be aware that all documents submitted will be classified as public record.
 - A. A statement of qualifications (not to exceed 200 words).
 - B. A written description of the applicant's vision for the city. This statement may be in addition to the 200-word statement identified in II A.

- C. Resume, as well as any other materials each applicant believes would be helpful to the Council in making an informed decision.

III. The City Council has asked that the City Manager act as facilitator in presenting questions to each of the applicants. As such, I am asking that each participant agree to the following process:

- A. Responses will be limited to three minutes for each question. Please respect the time allotment so that all participants are given a fair and equal opportunity to share their answers with the council.
 - 1. We will conduct this portion of the interview process with a timer, where the speaker will be given a signal when 15 seconds are remaining of the three minutes to allow the speaker to summarize their thoughts and answers.
 - 2. Please be respectful of the other participants' answers and time allotment. This is not a debate of issues, but an opportunity to share your qualifications and vision for the City of Farmington as a member of the legislative body.
 - 3. I will also be asking citizens in attendance to respect the time allotment and the information that is being provided to the council by individual applicants. There should be no campaigning or electioneering in the city council chambers. There should be no cheering, jeering, or applause during this process.

- B. Each applicant will be asked to respond to the following questions. Numbers will be placed in a bowl and drawn by each applicant to determine the interview order.
 - 1. Why have you submitted your name to be considered for appointment to the Farmington City Council?
 - 2. If you were appointed to the city council, what legislative issues and priorities are you most interested in pursuing?
 - 3. Please share with the council your past service to the city, either as an appointed volunteer, a community project participant, or in any other capacity.
 - 4. City Council members have the charge to represent the service delivery and quality of life issues of the residents of the City. Council members approach this duty in a variety of ways. In addition to the required City Council meetings, members of the council who are well engaged often spend several hours per week working on city issues and consulting with citizens and staff. Please discuss your ability to dedicate sufficient time to this position of service.
 - 5. What is your fiscal philosophy? Under what circumstances would you consider tax increases and/or bonding?

Other potential questions (second round)

6. Please provide an example of your greatest accomplishment or an activity of which you are most proud.
7. Please share your experience with legislative matters.
8. How willing are you to receive and implement constructive feedback from your constituents and others you work with?

Thank you for your willingness to serve our city and participate in this process.

Sincerely,

Holly Gadd
City Recorder

City Council Vacancy

Withdrawn
Applicants

Name	Address	Docs Rcvd	On Time	Withdrawn Applicants	JT	BA	CR	DA	RW	Totals
Jeanie Allen	511 South 450 East	Yes	Yes							
John Anderson	442 South 10 West	No								
Heather Barnum	1938 Ranch Road	No		Yes						
Delia Bayna	1819 Silverwood Drive	No		Yes						
Shawn Beus	1727 Clark Lane	Yes	No							
Aaron Biesinger	864 W Country Lane	Yes	Yes							
Rick Cline	545 West 1400 North	Yes	Yes							
Lincoln Crowley	1743 W Spring Meadow Lane	Yes	Yes							
Richard Dutson	2083 Summerwood Drive	Yes	Yes							
Paulynn Hacking	1004 South 650 West	No								
Michael Hepworth	1703 W Spring Meadow Lane	Yes	Yes							
Wes Holmes	39 West 620 South	Yes	Yes							
Jon Hunter	1752 Ramsgate Road	Yes	Yes							
Joseph Jardine	1099 South 200 East	Yes	Yes							
Alex Leeman	1861 West 800 North	Yes	Yes							
Tarra McFadden	1673 Country Bend Road	Yes	Yes							
Clayton Quarles	1566 Pinehurst Lane	No								
Wendy Rasmussen	1233 West 175 South	No		Yes						
Lorenzo Semadeni	247 East 600 South	No								
Jonathan Shurtliff	891 Country Lane	Yes	Yes							

1-Why have you submitted your name to be considered for appointment to Farmington city council?

I want to serve Farmington City because I am so proud of it. I have always wanted to serve but didn't have the time due to employment or time involved raising my children. I have just cut down my employment and feel this is a great time for me to serve. I am currently serving as a state delegate for the Republican party and have served in this capacity multiple times. I want to give back to the community and feel this is a good time in my life to do it. I attend quite a few city council meetings and try to stay involved.

There are lot of great people that are trying for this position, and I am so glad that we all want to be involved serving this wonderful city. A few of strengths that set me apart are my people skills, self-motivation, and my work ethic which are demonstrated from my resume. Most importantly, anything I choose to do, I do my best— whether it be being a mother, assistant professor, pharmaceutical sales rep, church responsibilities or service opportunities. I would appreciate the opportunity to serve this community that I have been a part of for 33 years.

2- If you were appointed to the city council, what legislative issues and priorities are you most interested in pursuing?

Something that makes me valuable is I don't have a personal agenda but only what is best for Farmington. All issues are important and need to be listened to and given the time and effort needed to make the decisions that will be the best for Farmington. I will be dedicated and diligent to take the time to not just read but study the packets given, ask questions and attend the meetings to make the best decisions for Farmington.

3-Please share with the council your past service to the city, either as an appointed volunteer, a community project participant or in any other capacity.

I served my community as a State delegate for the Republican party currently and multiple times in past. I am a volunteer at the Davis County Jail on Sundays, Wednesdays. I am a member of Oral Health Coalition for the state of Utah and help the underserved by doing cancer screenings on the nursing home residents, sealants for smiles, Special Olympics, or help set up programs for the underserved to receive dental care.

4-City council members have a charge to represent the service delivery and quality of life issues of the residents of the City, council members approach his duty in a variety of ways. In addition to the required City council meetings, members of the council who are well engaged often spend several hours per week working on city issues and consulting with citizens and staff. Please discuss your ability to dedicate sufficient time to this position of service.

I have cut my hours from a full-time assistant professor at Salt Lake Community College so I can do more things that I would like in my life. I know this position will take a lot

of time to listen to all involved in these issues and take time to research what is best for Farmington as a whole. Everyone is important and deserve to be understood.

5- What is your fiscal philosophy? Under what circumstances would you consider tax increases and /or bonding?

I believe in being fiscally responsible. I personally don't have any credit card debt or any debt of any kind. I believe the city, state and country should live within their means also. I feel we can synergize with the state and county or school districts depending on the project to provide funds without taking out a bond. I also feel that we must look ahead and plan what is coming up so when we see a bond coming to its end, we know what to spend the money on. That way, we could decide to reinstate the bond without taking out a new one and without raising taxes. We have to take into consideration the maintenance and inflation of a project verses whether it is better to take out a bond with low interest. Sometimes this is a good option but rarely.

6- Please provide an example of your greatest accomplishment or an activity of which you are most proud.

First, being a mother of wonderful and productive citizens is the thing that I am most proud of. Secondly, being an Assistant Professor at Salt Lake Community College. This has been really challenging to help students get through a rigorous program with passing an eight hour board along with other boards. This has helped me with problem solving and how to deal with difficult situations and to work towards a win/win situation.

7- Please share your experience with legislative matters.

In 2017, I was on a committee to get by-laws changed for the Utah Dental Hygiene Association and American Dental Association to accept community service as part of our Continuing Education required hours. This will encourage dental hygienists to perform more community service. It took a year, but we succeeded in our endeavor. I also lobbied year after year at the state legislature to re-instate dental benefits for the disabled. We succeeded in this also.

8- How willing are you to receive and implement constructive feedback from your constituents and others you work with?

Every time I have started a new career or position I have needed constructive feedback to be the best I can be. No one is perfect and it takes time to learn the ropes. With this position, I feel it will be difficult to please everyone, and so I will to listen to everyone, study the issues then go with my gut, and do my best. We have to do what is best for Farmington as a whole, and I am sure this is difficult. I also feel you have to be a team player where you can collaborate and synergize for the best possible solution or outcome. I believe to be a good leader, you have to be a good follower. I feel there are wonderful leaders to follow and learn from.

Jeanie Allen- City Council Application

Statement of Qualifications

My qualifications include being an involved and concerned citizen of Farmington, Utah and the United States of America. I feel it is important to know what is going on and do my best to contribute to better the place we live. One of our rights is being a land owner and that is what we need to protect. I have lived in Farmington for 33 years and feel so lucky to be in such a wonderful city with such great people have the same values I have. As in my resume below, I have multiple occupational experiences that have provided me with opportunities to work one on one with individuals, speak and work with groups and problem solve to provide a win/win for all parties involved. I know that sometimes it is difficult to make decisions on behalf of others but feel the most important thing I can do is truly listen to anyone that wants to talk about an issue and then do what is best for the whole of Farmington. Lastly, I do my best in all I choose to do.

I am so proud to live in Farmington and would enjoy the opportunity to serve this wonderful community.

Vision for Farmington City

My vision for Farmington City is to protect the community, as a whole, while respecting rights of individual land owners. I would like to work to maintain the traditional small town feel of Farmington. I feel we have done a great job at this and would like to continue in this. So much service has been provided in our behalf and I am grateful to all who has served. Thank you.

JEANIE ALLEN

511 South 450 East, Farmington, Utah 84025, jeaniallen28@gmail.com, Telephone 801-608-3520

Objective: To have a position where I can excel and make a difference.

Professional Experience

- **College and University Education**

Salt Lake Community College 8/2011 to present

DH1540 Pharmacology Instructor, DH2340 Local Anesthesia Didactic and DH2341 Lab Course and Clinical Instructor in the Dental Hygiene Department, Second Year Coordinator, DH 2200 Dental Hygiene Theory and DH2210 Dental Hygiene Clinical Course instructor, DH 2600 Dental hygiene Theory Instructor and DH2610 Dental hygiene Clinical Course Instructor,

Weber State University 8/10 to 12/10 and 8/05 to 05/09

-DH 2206 Radiology Course instructor, DH2208 Radiology Lab Instructor Fall 2010
Clinical Instructor in the Dental Hygiene Department 8/05 to 5/09

- **Pharmaceutical Sales Representative
(Professional Sales Experience 20 years)**

Wyeth Pharmaceuticals 12/05to 03/08

- **President's Golden Circle Award 2007** (top 2% of company including)
- 100% club repeatedly
- #1 in district of 12, #1 in area of 120, #6 in zone of 500

Vistakon Pharmaceuticals (division of J&J) bought out Santen 10/01 to 05/05

- **Nationally ranked 8th of 40**
- Senior Representative,
- highest market share of company brand in nation, new record for Vistakon Pharmaceuticals
- repeatedly won market share contests for Betimol in ophthalmology.
- market shares double the national average
- 2002 President's Elite Circle** (ranked 2nd of 64)
- 2003 Presidents Elite Circle** (ranked 5th of 66)
- achieved 223% of goal for 2002,
- territory ranked 44 out of 47 when I took the position and ranked no. 2 the next year
- Won market share contest in region
- responsible for getting Brands on hospital formularies
- established Santen Pharmaceuticals and Brands in territory,
- represented Quixin, Betimol, Alamast and Soothe in ophthalmology

Novartis (Professional Detailing Incorporated) 05/00 to 04/01

- 2000 Ranked 4th of 45 in national contest, above district and national average
- Worked with Nami, Medicaid Pharmacy Director and DUR Program Manager for the State

- of Utah and top accounts to prevent prior authorization of drug with the state of Utah.
- Introduced a new drug to the psychiatric community and obtained it on the Utah State Hospital formulary.
- Presented to large groups of accounts and peers. Represented Clozaril and Trileptal in psychiatry.
- Launched Trileptal
- Exceeded goals

• **Medical Sales Representative (Direct Sales) B to B**

Ciba-Corning 02/92 to 09/93

- Qualified customers, demonstrated and sold blood diagnostic instruments to specialists Cardiologists, Pulmonologists, Allergists, Neurologists, Home Health Cares, Hospitals and Labs.
- Extensively trained lab personnel and nurses to use instruments and comply with Federal and State regulations, exceeded all quotas.

• **Dental Sales Representative (Direct Sales) B to B**

Colgate Hoyt/Scherer Laboratories (Colgate bought out Scherer) 1/87to 09/91

- Represented both pharmaceutical and over the counter products directly and indirectly to wholesalers, pharmacies and dentists.
- Taught seminars to dental staffs, dental hygiene and dental assisting schools.
- Developed new territory that included the State of Utah.
- Increased wholesale business 100% in one year.
- Consistently met or exceeded quotas.

• **Education**

Current Utah License for Dental Hygiene

Bachelors of Science in Dental Hygiene and Psychology

Cum Laude (3.79 GPA) graduated in 3 years

Dean's List

Sigma Phi Alpha (Dental Hygiene National Honor Society)

Phi Kappa Phi (National Honor Society)

Honor roll

Clinical Excellence Award

(one award given per year, presented by Utah Dental Hygienists President)

National Board Certification (ranked 5% in nation)

Western Regional Board Examination

Local Anesthesia Board

CPR Certification

• **Professional Affiliations**

Current Member of Sigma Phi Alpha

Current Member Phi Kappa Phi

Current Member of Utah Dental Hygienists' Association

Jeanie Allen **Curriculum Vita**

EDUCATION

<u>Degree</u>	<u>Concentration/emphasis</u>	<u>Institution</u>	<u>Year Earned</u>
BS	Dental Hygiene/Psychology	Weber State University	1984

Certifications/licenses currently held:

- Utah Dental Hygiene licenses with Local Anesthesia 1984 - present
- CPR Certification
- Clinical Excellence Award- 1984
- National board (top 5% of country) 1984
- Member of Sigma Phi Alpha (National Honor Society)-1984 to present
- Member of Phi Kappa Phi (National Honor Society)-1984 to present
- Member of Utah Dental Hygienists' Association
- Member of American Dental Hygienists' Association
- Member of ADEA
- Laser certified, CPR certified, OSHA, FERPA and HIPPA compliant

TEACHING EXPERIENCE

- **Salt Lake Community College** Fall 2011- Present
- Second Year Coordinator for Salt Lake Community College Dental Hygiene Program
- Organize all clinic activities, patient care and learning sessions
- Taught Clinic 16 hours a week
- Taught Dental Hygiene theory 2nd year
- Organize all the clinic rotations to outside sites and (Liaison for these rotations)
- Sigma Phi Alpha President
- 1st and 2nd year SADHA Advisor
- Organized and executed pinning ceremony for graduating students
- Above teaching methodology and CE courses
- Revise and develop curriculum
- Present at Program Advisory Committee meetings
- Present at Faculty meetings
- Present at Allied Health Advisory Meetings for High School and Junior High School advisors
- Organized and executed Teaching Circles
- Spring and Fall 2015- Calibration of Clinical Instructors, presented
- Write letters of recommendations and complete surveys for scholarships
- Performs remediation with students
- Revised Dental Hygiene Program medical emergency guidelines and revised emergency learning sessions to be consistent with guidelines
- Advise students throughout the year and conduct midterm conferences to evaluate course effectiveness, make modifications, increase learning outcome and improve communication between student and instructor

- Supervise remediation as needed for student improvement
- Review and revise signature assignment of Case Study for DH2200 and DH2600, used for College accreditation, utilizing feedback from a Multistate Quality Collaborative project
- 8/2012-12/2012 Second Year Coordinator (Interim) Teaching DH 2200 Dental Hygiene Theory and DH2210 Dental Hygiene Clinical Course and DH2340 Local Anesthesia didactic and DH2341 Local Anesthesia Lab and Pharmacology clinic instructor in first and second year in the Dental Hygiene Department
- 8/2011 to 5/2011-Taught DH1540 Pharmacology, DH2340 Local Anesthesia didactic and DH2341 lab course and clinical instructor in first and second year clinic in the Dental Hygiene Department

- **Weber State University** in the Dental Hygiene Department as adjunct faculty
Taught Dental Radiography didactic course and corresponding Radiology lab; DENT 2206-2208, Fall of 2010, found ways to teach the information and then show them clinically or on a skull or typodont to bring it to life and to solidify the learning
- I have worked with two digital systems: Schick and Phosphur plates along with conventional and the Nomad system
- Brought as many senses into the learning process to help facilitate learning
- Evaluates to see what worked and didn't work to improve my skill and help the students learn how they learn the best
- Worked as a team member of Weber State University's faculty to do what is best for all the students and faculty. Although I was over the Radiology lab I also had to coordinate the time and days with another lab faculty.
- Taught in both the 1st and 2nd year clinic
- Taught about pharmaceuticals and how they relate to dental care regarding health histories
- Taught periodontal instrumentation and non-surgical treatment and treatment planning, including tailoring dental hygiene to patient
- Taught Placement of periodontal medicaments
- Taught radiology techniques on clinic days
- Presented in clinical labs on ultrasonic instruments, irrigations, emergencies wheelchair transfers, use of sensitivity products etc
- Passed off process evaluations to help them progress and be efficient
- Taught hospital labs, medical labs, nurses and physician's offices to use a brand name of blood diagnostic instruments and be able to comply with federal regulations,
- Had several teaching experiences in my sales positions

COLLEGE SERVICE 2017 only

- Spring 2015-Community Service (Career Fair at Redwood Campus)
- Fall 2015- Health Sciences Career Fair- October 22, 2015, 3 hours
- Spring 2015-Organized and executed Pinning Ceremony May 2015, planned awards, presented, speaker and liaison between college, Utah Dental Hygiene Association President, different companies that provide an award
- Spring and Fall 2015- Art Committee Member
- Summer and Fall 2015-Hiring Committee for the Dental Hygiene Program Manager position (two searches and interview processes)
- Fall and Spring 2015 President of Sigma Phi Alpha (National Honor Society for

SLCC Dental Hygiene Program)

- SADHA Advisor Spring and Fall 2015 Serves as the Student Club Activities Advisor and mentor for professional student organizations for both Dental Hygiene First and Second year
- Art Committee Member

PUBLIC SERVICE

- Attend Oral Health Coalition meetings four times a year, currently on Committee for the Aging population
Last year was on committee that was able to get the community service hours to be able to be counted as CE credits for the State of Utah
- March 2015- present- On committee for OLAF (Oral Health: Leading Advancement of Functionally Dependent Long-term Care Patients) to write grant, organize and implement study. Documenting so that study can be duplicated throughout the USA
 - Attended meetings Spring, Summer Fall 2015
 - Committee member for Operations Work Group
 - Arranged In-service meetings for the facilities
 - Developed In-service program for certified nurse's assistants and nurses including:
 - Agenda for presentation all in written form to be presented by multiple students at multiple centers
 - PowerPoint Presentations
 - Pretest and Post-test for In-services for nurses and certified nurse's assistants
 - Oral Health Instructions Reference sheet (For the nurses and CNA's to take as a reference or provide to people that couldn't attend in-service)
 - All the above information that was developed has already been shared with another grant that is being filed to help others
 - Helped establish paperwork to be used for project
 - Verified treatment provided from tracking sheets from students and treatment notes from U of U Dental School!
- Presented to 12year olds on Nutrition and oral health education October 2015
- Community service to youth in community teaching Oral healthcare
- Consulted Dentists on Dental Hygiene along with selling Pharmaceuticals 1986-1991 with Gel-Kam (Scherer Labs) and Colgate
- Presented at Elementary Schools on Dental Hygiene
- Presented to adults on Dental Hygiene, Oral Cancer and caring for children's Teeth
- Raised money and was able to get products (like disclosing tablets, toothbrushes, floss, toothpaste etc) donated for humanitarian trips to Kenya, Africa and one to Peru to teach the children dental hygiene skills
- Attended Refugee Cultural Diversity and training 1-22-16 at Refugee clinic 211 S 400 W SLC

DECLARATION OF CANDIDACY

(Non-Partisan)

STATE OF UTAH)

:SS

COUNTY OF DAVIS)

I, John Anderson, being first duly
(Please print name as it is to appear on ballot)

sworn, say that I reside at 442 South Lowell . City of Farmington, County of Davis, State of Utah, that I am a registered voter; and that I wish to submit my name for consideration in filling the interim vacancy in the office of City Council. I understand that the Councilmember appointment made will be effective beginning August 21, 2018.

I further understand that I will be subject to an interview before the Farmington City Council in a public meeting on August 7, 2018, beginning at 7:00 p.m. in the Farmington City Council Chambers, 160 S. Main, Farmington, Utah.

I will meet the legal qualifications required of candidates for this office.

John C Anderson
(Candidate Signature)

Subscribed and sworn (or affirmed) to before me by Heidi Bouck on this 9th day of July, 2018.



Heidi Bouck
(Recorder or other Officer Qualified to Administer Oath)

Qualifications to be a candidate are:

- (1) Be a United States citizen at time of filing.
- (2) Be a registered voter of the municipality.
- (3) Be a resident of the municipality or a resident of a recently-annexed area for 12 consecutive months immediately preceding the date of the election.
- (4) Not be a convicted felon, unless the right to hold elective office has been restored.

The following information would be helpful in contacting you:

E-mail: Anderson JC @ LDS church - org
Cell Phone: 801-888-1989

DECLARATION OF CANDIDACY

(Non-Partisan)

☆☆☆☆☆☆☆☆☆☆

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

I, Shawn J. Beus, being first duly
(Please print name as it is to appear on ballot.)
sworn, say that I reside at 1727 Clark Lane, City of
Farmington, County of Davis, State of Utah, that I am a registered voter; and that I wish to
submit my name for consideration in filling the interim vacancy in the office of City Council. I
understand that the Councilmember appointment made will be effective beginning August 21,
2018.

I further understand that I will be subject to an interview before the Farmington City Council in a
public meeting on August 7, 2018, beginning at 7:00 p.m. in the Farmington City Council
Chambers, 160 S. Main, Farmington, Utah.

I will meet the legal qualifications required of candidates for this office.

Shawn Beus
(Candidate Signature)

Subscribed and sworn (or affirmed) to before me by Heidi Bouck *on this*
19th *day of* July, 2018.



Heidi Bouck
(Recorder/ or other Officer Qualified to Administer Oath)

- Qualifications to be a candidate are:
- (1) Be a United States citizen at time of filing.
 - (2) Be a registered voter of the municipality.
 - (3) Be a resident of the municipality or a resident of a recently-annexed area for 12 consecutive months immediately preceding the date of the election.
 - (4) Not be a convicted felon, unless the right to hold elective office has been restored.

The following information would be helpful in contacting you:

E-mail: Shawnbeuslaw@gmail.com
Cell Phone: 801-390-2542

☆☆☆☆☆☆☆☆☆☆

Farmington City Supplemental Q&A

1. Why apply? I'm applying for City Council because the City could use more people with:
 - a. An independent voice—I'm not beholden to any special interest groups and listen with an openness.
 - b. Legal mind—to help reduce dependency on outside attorneys when not necessary.
 - c. Experience on a city council and planning commission—I'm used to being in the hot seat.
 - d. Connections throughout the region like I've been able to gain in my years working for local government in economic development along the Wasatch front.
2. Legislative issues and priorities.
 - a. Like so many, I am interested in the commercial development in the City. Yet the open space and trails are just as critical not just for quality of life but for the ability to attract employers here so residents have the option of not commuting so far. I also espouse the priority of making housing affordable across all income levels so that service providers, restaurant workers, teachers, firefighters, etc. can afford to enjoy the city—without segregating by class or putting people in housing "projects."
3. Past service.
 - a. Being new to Farmington, I hope to represent the interests of all citizens, especially the newly arrived members of the City who are acclimating to their new home. As such, my service to the City has been limited. But I am on the board of several organizations that have an impact on the City such as Centerpoint Theater, Intergenerational Poverty, and committees associated with housing and disadvantaged populations.
4. Dedicate sufficient time. I have the good fortune to work for Davis County in a salaried position. Thus, I literally work across the street from City Hall and can attend meetings at any hour of any day.
5. Fiscal philosophy. My overall fiscal philosophy is conservative, though socially I have varied philosophies including some libertarian leanings. There are so many instances when government simply does not need to be involved in industry, but in cases like planning, and economic development, the leadership role is important, and of course providing services, utilities, inspections, and the like that only government can handle. However, if the private sector can fulfill a service that the government provides then the government, even at the risk of disruption, should let the private sector lead out whenever it can. That said, given my studies in HR, people are the most important asset to the community, and I would love to help supervise the employees as the greatest resource the City has.
 - a. Tax increases can be necessary in very rare instances, particularly with changing tax structures at the State and Federal levels, changes in shopping habits such as the influence of online shopping. But this is only after all other avenues, grants, and collaborations with e.g. the County and State have been exhausted.
 - b. Bonding is a more reasonable alternative to tax increases wherein projected revenues from a project are likely to cover the costs incurred up front with a bond issue, then paid off over time. Still, it is debt, and it should be approached conservatively lest we fall into high debt like the Federal government has.

Thank you for your consideration!

Shawn J. Beus, JD

1727 Clark Lane, Farmington UT, 84025

shawnbeuslaw@gmail.com

c: 801-390-2542

July 19, 2018

Dear Farmington,

Like so many people I love living in Farmington and have passion for serving my community. I am applying for the City Council because of the following reasons:

- I'm a good listener
- I'm an independent thinker
- It would be helpful to have an attorney on the Council
- I have experience on a city council and as a planning commissioner
- With the new growth imminent, my background in economic development and relationships with County and regional leaders will help assure the best options for the City
- Thus, I think regionally, and act locally
- People are the most important part of any organization and my recent studies in a master's of human resources will assist in taking care of city staff

I look forward to serving with you.

Sincerely,



SHAWN J. BEUS

1727 Clark Lane, Farmington, UT 84025

shawnbeuslaw@gmail.com

C:(801) 390-2542

EXPERIENCE

Economic Development Manager,

Davis County, UT (2016-present)
Salt Lake City, UT (2013-2016)
Ogden, UT (2009-2013)

- Revamped, managed and marketed three community based economic development loan funds; focused on at-risk populations, job creation, tax base stability, entrepreneurs, community impact.
- Created pro forma forecast, data tracking, policies, and marketing materials for overhauled programs.
- Underwrote and presented 50+ loans to committee for new and expanding local businesses.
- Member of interdepartmental committees for wellness, events permitting, master plans, aging in place, licensing, permitting, green initiatives, mixed use, and community grants.
- Administrator of Davis Council of Governments (all mayors, county commissioners, Chamber, School District)
- Business/community affairs liaison to nonprofits, businesses, chambers, neighborhoods, legislators, panel presenter, state agencies: GOED, EDCUtah, World Trade Center.
- Manage recruitment and retention of businesses, using finance, real estate assets, and data tracking initiatives.
- Supervise and train business loan officer, educate public and other key personnel on economic priorities.
- Direct the Business Info Center; supervise 2 clerks and 12 volunteer counselors; rent space to entrepreneurs.
- Negotiated grants for \$275,000 in donations and a new \$2.5 million business loan fund from 12 CRA banks.
- As part of executive team successfully recruited 8 businesses to relocate to the City; guided site visits, assembled available buildings and negotiated public-private real estate transactions.
- Provide legal advice for nonprofit; draft organization documents, procedures; ensure IRS and HUD compliance.

City Councilperson, City Planning Commission Hooper City,

(2007-2016)

- Lead City's efforts in community economic development, general plan, housing, trails, and citizen outreach.
- Analyze and approve City-wide budget, impact fees, capital improvements, local laws, and business licenses.
- Researched, sponsored, drafted and got approved an open space overlay ordinance.
- Heard and determined conditional use permits applications, subdivisions, and re-zones.

Attorney, Law Office of Shawn Beus,

(2008 - 2009 full-time, side job at present)

- Provide expert opinion and interpret law, liability, cost/benefit analysis in contracts, estate planning, defense.
- Chair pre-litigation panels for medical malpractice suits; determine legal merits of medical mistakes.
- Won only case tried before a judge—a custody dispute on behalf of a single mother.

Attorney, Health Law Researcher, Clerk, Campbell, Erickson, Ference, Hall;

Ogden, UT (2005-2008)

- Researched over 50 medical lawsuits; presented legal write-ups for attorneys and medical experts.

Law Internships: -2nd District Court of Utah, Weber County

-Supreme Court of Utah, Justice Jill Parrish

-Utah Legal Services

-Layton City Attorney's Office

-Intermountain Healthcare

Vice President, Wedum Foundation; Minneapolis, Minnesota

(2000 - 2003)

- As nonprofit developer, oversaw acquisition, financing, and construction of over 600 mixed-use, senior, affordable and student housing units using private funding, tax-exempt bonds, HUD programs.
- Created senior housing property development/management division and \$2 million annual budget.
- Lead developer on \$13 million senior housing project; completed on time and on budget.
- Directly supervised up to 5 senior housing and marketing administrators; manage all HR issues.

Rehab Coordinator/Administrator, Sunrise Rehab, Alterra Health/ALC; Idaho Falls & Minnesota (1999-2000)

- Oversee 20 professional and entry-level employees, and 20-50 assisted living residents;
- Increased both consumer service and staff satisfaction by 10% over previous administrations.
- Assessed physical needs of assisted living and nursing home patients and directed billing procedures.

Certified Nurse Assistant (CNA), McKay-Dee Hospital

(1992-1996)

Continued on next page

SHAWN BEUS RESUME CONT.

EDUCATION

- Masters - HR Management COLORADO STATE UNIVERSITY (expected 2020), 4.0 GPA
Specializing in change management and organizational leadership
 - Juris Doctor (J. D.) UNIVERSITY OF UTAH (2007) (1st year at Gonzaga),
Received David T. Lewis Award for Clinical Excellence (internships)
 - Bachelors - Management Emphasis BRIGHAM YOUNG UNIVERSITY (2004), 3.73 GPA, top 21% of class
 - A.S. - Physical Therapist Assistant SALT LAKE COMMUNITY COLLEGE (1998), *High Honors*
 - A.S. - General Studies WEBER STATE UNIVERSITY (1996)
 - Certified Nurse Assistant (CNA) DAVIS APPLIED TECHNOLOGY COLLEGE (DATC) (1992)
-

SKILLS/OTHER

- Speak Spanish as a second language (lived in Canary Islands, Spain).
- Licensed attorney; member of Utah State Bar
- Member of Society of Human Resource Management (SHRM), Northern Utah Human Resource Association
- Proficient with I.T. including Office, Quickbooks, social media, mobile devices, and web applications.
- Grew up on a family farm; general contractor for and built most of two homes.
- Former chair and delegate at party convention (I attend both major party caucuses to get perspectives).
- Lead several community events and community volunteer, coach, 5k, sports leagues, parades, etc.
- Counseled between 50-100 businesses per year about finance, best business practice methods.
- Wrote part of White House press conference.

BOARDS AND COMMITTEES

- Mountain West Small Business Finance SBA loan committee
- Founder/Reorganizer - Davis Unified Economic Development (DUED) Association
- Advisory Board - Neighborworks SLC Expansion Committee (nonprofit-housing support/developer)
- Advisory Board - Business Loans Utah
- Member - Governor's Refugee Employment Subcommittee
- Member - Davis County employee wellness committee
- Member - Davis Intergenerational Poverty (IGP) committee
- Member- Northern Utah Workforce Development Alliance (NUWDA)
- Member- Composites and Aerospace of Northern Utah (CANU)
- Member - Davis Human Services Director's Council
- Hooper Water Improvement District (former, elected at-large in general election)
- Board Member - Centerpoint Legacy Theatre/Davis Center for Performing Arts
- Vice-President/Board Member - Local First Utah

Personality: Visionary, creative, adaptive to change, open-minded, multi-tasker, even-keeled, passionate, friendly, kind, thoughtfully lead by example, analytical, organized, collaborative, team player, good listener, well-rounded individual, with entrepreneurial attitude.

Interests: Travel, family time, running (ran four marathons—slowly), trails/hiking, biking, Spartan races, mass transit, green initiatives, college sports, Utah Jazz, Real Salt Lake, movies, musical theater/plays, home improvements, land use, social impact, local government policy, current events, collecting hats, and tasty food.

Initial Questionnaire – Aaron D. Biesinger

To Whom It May Concern;

Introduction;

I am a life-long resident of Davis County and have lived in Farmington since 2004. We built a home in 2007 where my wife, four daughters, and I live. I graduated from the University of Utah in 2006 with a B.S. in Civil Engineering. I am a licensed Professional Engineer, licensed in the State of Utah along with 7 other states. I own an engineering firm based in Farmington specializing in structural engineering working on a variety of architectural structures.

Questions;

1. Why have you submitted your name for consideration for the appointment to the Farmington City Council?

I have submitted my name for consideration due to my love of our city and my desire to serve the City and it's residences. I've enjoyed the watching and participating in the governing process and seek to join the City Council to have a more direct influence.

2. If you are appointed to the City Council, what legislative issues and priorities are you most interested in pursuing?

The ongoing growth of residential (single family & multifamily homes) construction and the projected need for more housing will be a major concern for our city well into the foreseeable future. Farmington has historically preserved a wonderful small town, rural feel. It now boasts an amazing shopping center, looked to by towns/cities all across the State seeking to emulate it. Maintaining that balance between the a small town feel and a burgeoning urban infrastructure will be top among my priorities. I look forward to working with the Farmington City Council and putting my, over 20, years of experience in the construction industry to good use as our city continues to grow and I will strive to preserve that poise.

3. Please share with the City Council your past service to the City, either as an appointed volunteer, a community project participant, or any other capacity

In the political arena, I've been actively involved politics on the local level serving three terms as a precinct chair and multiple times as a county and state delegate. I also recently served as a Scoutmaster for 3 years, and just prior to that as the Cubmaster for 3 years. I've been actively involved with Scouting-for-Food drives and a variety of other community service projects both within my capacity as Scoutmaster and outside of it. My wife and I started a service and activity group for Davis County homeschooled teenagers called HATS (Homeschooling Adventures for TeenS). The group provides social activities (i.e. game nights, local hikes, etc.) and service opportunities for the teen group. We are starting our second year with this group.

4. City Council members have the charge to represent the service delivery and quality of life issues of the residents of the City. Council members approach this duty in a variety of ways. In addition to the required City Council meetings, members of the Council, who are well engaged, often spend several hours per week working on city issues and consulting with citizens and staff. Please discuss your ability to dedicate sufficient time to this position of service.

I am a self-employed professional engineer. I operate the business from home and am able to keep my schedule flexible. The projects on which I work typically have deadlines and/or major milestone dates. I normally start my workday between 4:00 and 6:00 am to allow flexibility in the daily routine to meet these deadlines and still complete other pursuits. I am confident I'll be able facilitate the hours needed to fulfill the time obligations as a member of the City Council.

5. What is your fiscal philosophy? Under what circumstances would you consider tax increases and/or bonding?

I am a fiscal conservative. The taxes levied by any government need to be handled as sacred funds and must be used with intense discretion. I will only consider tax increases if all other avenues for overhead reduction are first considered. Increased tax burdens by any government, including the Farmington City government, should be avoided until found to be absolutely and unquestionably necessary. Similarly, bonding should be used sparingly and only after overhead spending is reduced to the limits possible. All bond issues should be promoted honestly to ensure the voting populace understands what the spending is to be used for, and to avoid impassioned misinformation from being disseminated.

Conclusion;

Thank you for your consideration of me to fill the vacancy on the council. I look forward to working with you.

Best Regards,

Aaron Biesinger
864 West Country Lane, Farmington, Utah

Statement of Qualifications – Aaron D. Biesinger

To Whom It May Concern;

I am a life-long resident of Davis County and have lived in Farmington since 2004. We built a home in 2007 where my wife, four daughters, and I live. I graduated from the University of Utah in 2006 with a B.S. in Civil Engineering. I am a licensed Professional Engineer licensed in the State of Utah along with 7 other states. I own an engineering firm based in Farmington specializing in structural engineering of a variety of architectural structures. I've been actively involved politics on the local level serving three terms as a precinct chair and multiple times as a county and state delegate.

Farmington has historically preserved a wonderful small town, rural feel. It now boasts an amazing shopping center, looked to by towns all across the State to emulate it. Maintaining that balance between the a small town feel and a burgeoning urban infrastructure should be foremost among the city leaders. I look forward to working with the Farmington City Council as our city continues to grow and will strive to preserve that poise.

Best Regards,



Aaron Biesinger
864 West Country Lane, Farmington, Utah

Aaron D. Biesinger, P.E.

Alpha Engineering & Design, L.L.C. – Owner/CEO/Senior Engineer

854 W Country Lane • Farmington, Utah 84025 • Phone: (801) 712-9249 • Aaron@AlphaEngineeringandDesign.com



Professional Engineering Licenses

California No 76140
Colorado No 48979
Idaho No 15026
Nevada No 21247
Oregon No 85962PE
Utah No 7848760
Washington No 48697
Wyoming No 13191

Expertise

- Seismic Analysis & Design
- Wind Structural Analysis & Design
- Foundation Design
- Project Construction and Modification
- Concrete, Steel, Masonry & Wood Design
- Light-Framed construction

Education

University of Utah
BS in Civil Engineering, 2006

WORK SUMMARY

Mr. Biesinger has 10 years of experience of structural and seismic engineering work. He has completed seismic analysis and designs for hundreds of structures, serving often as lead engineer. His work experience includes work on multiple steel moment frame, concrete shearwall, wood framed and CMU/masonry buildings. Mr. Biesinger also designs various foundations in a wide spectrum of soil conditions, including soils with high liquefaction potential. These foundations include deep pier foundations, micro-piles with pile caps, shallow/spread foundations, and traditional foundation walls atop continuous footings.

Professional Experience

- **Project No 1:** Warehouse/Office Space for American CNG – Designed and engineered 5,400 square foot warehouse with large office and storage spaces for multiple occupants. Building was designed in poor soil conditions with high-seismic loading to meet relatively tight budgeting requirements utilizing CMU exterior walls, wood and light gage steel interior walls, wood I-joist upper floor framing, and open-web steel trusses.
- **Project No 2:** Retail and warehouse for Mountainland Plumbing Supply Company in Salt Lake City, Utah – Engineered 19,500 square foot building for plumbing supply retail, warehouse storage, and office space. Building design utilized interior and exterior CMU bearing/shearwall design, steel open-web joists and concrete deck framing and connections for upper level, and open-web steel trusses for roof.
- **Project No 3:** Rosecrest Retail Center located in Herriman, Utah – Designed and engineered an 18,000 square foot 2-level building. The building design included an open-web steel truss roof system, CMU walls, stiffened wood I-joist framed floor over basement storage area. Coordinated with contractor over several design options to ensure the most cost effective option built.
- **Project No 4:** Office Building & Print Shop for Reading Horizons – Provided engineering design & detailing for 21,900 square foot CMU / Steel Moment frame office/print shop building with an open-web steel truss roof and a wood truss framed upper floor. The project was very unique in that its design facilitated two different occupant categories with a central glass rotunda separating two adjoining structures.
- **Project No 5:** Residential Additions – Designed and engineered multiple residential additions throughout Utah and surrounding states to meet very specific project specifications for the owners. Project specifics and reference information available upon request.
- **Project No 6:** Custom Homes – Designed and/or engineered multiple (several hundred) residential homes throughout Utah and adjacent states. Provide custom home design directed by the home owner with required engineering and provided engineering design on project architecturally designed by others. Project specifics and reference information available upon request.

DECLARATION OF CANDIDACY

(Non-Partisan)

☆☆☆☆☆☆☆☆☆☆

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

I, Rick Cline , being first duly
(Please print name as it is to appear on ballot.)

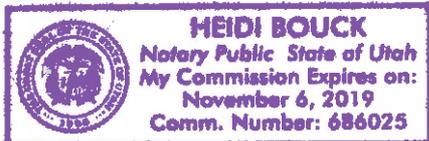
sworn, say that I reside at 545 W. 1400 N. , City of Farmington, County of Davis, State of Utah, that I am a registered voter; and that I wish to submit my name for consideration in filling the interim vacancy in the office of City Council. I understand that the Councilmember appointment made will be effective beginning August 21, 2018.

I further understand that I will be subject to an interview before the Farmington City Council in a public meeting on August 7, 2018, beginning at 7:00 p.m. in the Farmington City Council Chambers, 160 S. Main, Farmington, Utah.

I will meet the legal qualifications required of candidates for this office.

 Richard W Cline
(Candidate Signature)

Subscribed and sworn (or affirmed) to before me by Heidi Bouck on this 13th day of July, 2018.



 Heidi Bouck
(Recorder/or other Officer Qualified to Administer Oath)

Qualifications to be a candidate are:

- (1) Be a United States citizen at time of filing.
- (2) Be a registered voter of the municipality.
- (3) Be a resident of the municipality or a resident of a recently-annexed area for 12 consecutive months immediately preceding the date of the election.
- (4) Not be a convicted felon, unless the right to hold elective office has been restored.

The following information would be helpful in contacting you:

E-mail: rickcline@gmail.com
Cell Phone: 801-201-5696

☆☆☆☆☆☆☆☆☆☆

Richard W. Cline, Ph.D.

545 W. 1400 N., Farmington, UT 84025
801-201-5696

Questions:

1. Why have you submitted your name to be considered for appointment to the Farmington City Council?

Having lived in Farmington and having raised a family with my wife I know what Farmington has to offer. As a current small business-owner I feel that I can address many of the issues that current business owners deal with regularly. In short, I want to serve Farmington City residents and businesses.

2. If you were appointed to the city council, what legislative issues and priorities are you interested in pursuing?

I would pursue those issues brought forward by residents and business owners of Farmington, such as:

- Residential property owner requests
- Business owner requests
- Internet service (Utopia)
- Benchland Water Restrictions
- City wide drone policy

3. Please share with the council your past service to the city, either as an appointed volunteer, a community project participant, or in any other capacity.

This past March I was elected to be one of the County Delegates for my district, six (6), located in Farmington. I performed the duties of a delegate by learning about the candidates running for Sheriff, Attorney, and Commissioner, studying each of the candidates and their issues, and then determining who to vote for at the Convention held last April. All of these candidates affect Farmington City indirectly.

4. City Council members have the charge to represent the service delivery and quality of life issues of the residents of the City. Council members approach this duty in a variety of ways. In addition to the required City Council meetings, members of the council who are well engaged often spend several hours per week working on city issues and consulting with citizens and staff. Please discuss your ability to dedicate sufficient time to this position of service.

At this time, I am in a position to devote more of my time to serve Farmington as a member of the City Council than ever before. My family commitments have decreased since our youngest graduated from high school last year. In addition, my employment at Western Governors University allows for me to work at home which literally gives me more hours in a day than I had previously. I have a great desire to contribute to Farmington's development and growth and Farmington's City Council would be a great place for me to contribute.

5. What is your fiscal philosophy? Under what circumstances would you consider tax increases and/or bonding?

My fiscal philosophy is simple: spend less money than what Farmington City has. This philosophy has worked well with my personal finances and I am confident that this same fiscal philosophy would work well for Farmington City too.

Regarding circumstances where I would consider tax increases or bonding, refer to my fiscal philosophy, spend less money than what Farmington City has. To clarify, if there was ever a time to consider raising taxes or to seek bonding, I would listen to the Farmington residents and consider carefully the purpose or reason for needing more revenue. Then, make a decision that would best for Farmington City.

It is important for me to understand the reasons why the Farmington residents would need something enough to raise taxes or seek bonding. Upon listening carefully I would then make a decision that I felt would be in the best interest of Farmington City as a whole. I would not necessarily vote because a particular group or individual(s) might have the loudest voice (squeaky wheel). Again, I would vote according to what would be in the best interest of Farmington as a whole.

Richard W. Cline, Ph.D.

545 W. 1400 N., Farmington, UT 84025
801-201-5696

A statement of qualifications (not to exceed 200 words):

I have lived in Farmington for 18 years at 545 W. 1400 N. During this time, my wife, Kim, and I raised six children, five attended Farmington schools. In addition, we have participated in a variety of Farmington's recreational activities from soccer to swimming.

Currently, I work for Western Governors University as a Quality Assurance Analyst and Instructional Designer on the QA Team of eight people. We work together to review WGU's online courses and associated documents as well as coordinate the review of courses by others.

Previously, I served as a Board Member and Treasurer of the organization: Utah Coalition of Educational Technology for approximately seven years. I also served as a Board Member of the organization: Utah Education Library Media Association for approximately four years and as Executive Director for six months. My service as a Board Member for both organizations allowed for me to work with a small group of people to review, address, and resolve a variety of issues.

In Farmington I served as Scoutmaster for seven years working with many young men as well as other scout leaders. Collaboration has been essential to make scouting a positive experience for the boys, scout leaders, and myself.

A written description of the applicant's vision for the city:

First, determine where Farmington City is, that is, its current status. Next, listen to the constituents (i.e., residents and businesses) concerns, cares, and desires, that is, find out where they want to be. Finally, address those concerns, cares, and desires that would be best for them.

Provide a safe environment where families may grow and develop.

Provide a peaceable community where residents may live.

Provide businesses a place for great opportunities to grow and develop.

Farmington has had a positive impact on our family. I want to keep it that way for other families.

Richard W. Cline, Ph.D.

545 W. 1400 N., Farmington, UT 84025
801-201-5696

Work Experience:

Western Governors University

Salt Lake City, Utah

06/2015 – Present

Quality Assurance Analyst/Instructional Designer

- Manage the Course Quality Rubric which involves the coordination of subject matter experts, evaluators, and instructional designers to review online courses.
- Work on special projects such as identifying quality assurance best practices, reviewing course design documents, and determining ways to use Smartsheet documents in quality assurance processes.

American Express / Contractor with Kelly Mitchell

Salt Lake City, Utah

07/2014 – 03/2015

Sr. Instructional Designer / Project Manager

- Managed a small team of instructional designers to design, develop technology-based courses for American Express new hires. Collaborated and coordinated with instructional design team members in this effort.
- Conducted training needs assessments to identify training gaps of knowledge and skills of American Express new hires.
- Participated in quality assurance in support of assigned training programs of knowledge and skills of American Express new hires.
- Documented analysis findings in a clear and concisely written narrative format of knowledge and skills of American Express new hires.
- Submitted status reports on assigned projects.

Utah Coalition for Educational Technology

Farmington, Utah

07/2007 - 06/2014

Treasurer

- Managed 1,000+ registrations at UCET's Conferences held annually.
- Handled financial operations of UCET including travel arrangements year-round.
- Ensured that expenditures did not exceed revenue of every conference for seven years.

Utah Educational Library Media Association

Farmington, Utah

01/2014 - 06/2014

Executive Director

- Managed 400+ registrations at UELMA's Conference held March in 2014. Increased profitability at the previous annual conference by 26%.
- Managed the daily operations of the UELMA organization including scheduling regular board meetings, assembling monthly budgets, and implementing payroll.

Utah Education Network

Salt Lake City, Utah

06/1999 - 02/2014

Instructional Designer / Project Manager

For all of the projects described below:

- Implemented my knowledge of learning theories, instructional design, program planning, and andragogy.
- Worked with a positive attitude and flexibility in leading these projects with a wide variety of people.
- Communicated effectively orally and in writing.
- Planned, managed, produced, directed, implemented, and evaluated training and education programs.
- Worked well with a variety of projects to meet timelines and stay within budget.

Project Manager for Pioneer: Utah's Online Library (14+ years)

- Designed, delivered, and evaluated professional training on online library databases and their unique technologies (i.e., content and search functions) for Utah's 30,000 K-12 educators statewide. Included Teaching and Instructor Led Training.
- Learned the many online library databases quickly then managed individual and group projects to promote the Pioneer Online Library statewide.
- Conducted training needs assessments to identify training gaps for Pioneer Library instructional materials.
- Provided training/technical guidance to instructors/developers of a training program for Pioneer Library.
- Worked with the Pioneer Library Consortium (team) (1,000+ K-12 schools, 115+ Public Libraries, and 8 College/Universities) to promote the use of the online databases increasing usage 8-10%.
- Developed and managed the Pioneer Library partnership relationships and expectations as a team to coordinate the 10-year anniversary of Pioneer: Utah's Online Library.
- Developed strong and cooperative relationships with the Pioneer Library partners as a team to conduct joint workshops statewide and deliver instruction to librarians statewide on utilization of the online library databases.
- Assessed and evaluated the appropriateness and effectiveness of technologies and educational media, that is, conducted product trials of numerous online library databases (e.g., EBSCO, SIRS, CultureGrams, World Book).
- Initiated the statewide Pioneer Library Advocate program impacting 600,000+ students and 30,000+ educators statewide helping teachers to teach better and students to perform higher.
- Worked with a web developer to create a web site to house all of the databases and downloadable instructional materials (http://pioneer-library.org/support_materials/).
- Managed the annual budget of \$500,000+.

Project Manager for NetSafe Utah (7+ years)

- Designed, delivered, and evaluated professional training on Internet safety topics for 600,000 K-12 students and 30,000 K-12 educators statewide.
- Collaborated with small groups of designers to combine technology with pedagogy.
- Applied adult learning theory for the course documents and materials for NetSafe.
- Developed personalized lesson plans for NetSafe.
- Administered tests and other evaluations for NetSafe presentations and courses.
- Conducted training needs assessments to identify training gaps for NetSafe materials and courses.
- Provided training/technical guidance to instructors/developers of a training program for NetSafe.
- Managed eight trainers as a team statewide in conducting presentations including holding quarterly meetings using video conferencing technologies (Wimba, Adobe Connect). Over 100,000 students and adults received instruction on Internet safety to comply with federal mandates.
- Monitored the completion of tasks and milestones to create a "Trainer's Toolkit" for 41 school district, 35 Charter Schools statewide to stay under time and budget constraints while maintaining high quality standards.
- Worked with a web developer to create a web site for students, educators, parents, and trainers to access online resources including videos, presentations hand-outs, among other materials (<http://www.netsafeutah.org>).
- Collaborated with local and national partners to manage the budget to produce 18 animated videos and their translation into 10 languages.
- Managed the grant's budget totaling over \$1,000,000.

Project Manager/Supervisor of the Utah Tech Corps PC Refurbishing/Recycling Program (3-years)

- Supervised six AmeriCorps volunteers to operate a statewide PC refurbishing/recycling program.
- Provided volunteers/employees development and training opportunities in the IT industry.
- Conducted regular evening events to refurbish/recycle computer equipment; collection opportunities at local conferences and each spring in conjunction with Earth Day of computer equipment with Utah's communities.

Online Instructor (3-years)

- Learned Learning Management Systems and tools (i.e., Blackboard, Canvas, Camtasia, and other software applications) to design, develop, and deliver online courses on the topics of Internet Safety for Educators and Pioneer: Utah's Online Library to over 400 educators.
- Created self-directed educational and engaging activities for adult learners in these courses.
- Designed, developed, and delivered multi-media and web-based training learning experiences for both courses.

Project Manager of Distance Education / Interactive Video Conferencing (14+ years)

- Collaborated and coordinated with public and higher education institutions to develop a tracking system of high school, concurrent enrollment, and college course offerings including the creation of an online catalog.
- Developed strong, cooperative relationships with public and higher education campus entities statewide in designing and developing this system.
- Trained individuals at the higher education institutions to enter course information.

Utah State University (USU)

Logan, Utah

08/1992 - 05/1999

Graduate Assistant / Project Manager

- Worked with Dr. M. David Merrill's research team to develop Instructional Transaction Theory models on the computer.
- Designed and developed instructional materials for using the software based on Merrill's Instructional Transaction Theory.
- Worked one-on-one and small groups with faculty and staff in the conversion of 16 courses for the Master's Degree Program in USU's Department of Instructional Technology.
- Implemented technology (i.e., computer, EDNET, online) and pedagogy (e.g., community of practice) for the Ed. Tech. Master's Degree Program.
- Developed strong, cooperative relationships with campus entities (USU's Distance Education and EDNET)
- Assisted in the training and mentoring of faculty and staff on the use of technology to enhance teaching.
- Managed a budget of \$300,000.

U.S. Senate Computer Center

Washington DC

08/1988 - 08/1992

Instructional Designer / Trainer

- Learned software applications both commercial and proprietary applications specific for the U.S. Senate offices, then designed and developed instruction of these skills.
- Conducted training needs assessments to identify training gaps for software applications courses taught.
- Conducted a needs analysis to determine computer skills, needs of Senate Staff and then developed instructional materials to meet these needs.
- Taught computer related classes to senate staff on capitol-hill and in state offices.

National Academy of Sciences

Washington DC

05/1987 - 07/1988

Office Assistant

- Assisted office personnel to use word-processing software applications
- Assisted office personnel in problem-solving at all levels.

The Learning Group Corporation

Gaithersburg, MD

06/1986 - 04/1987

Human Resources Specialist

- Conducted training needs assessments to identify training gaps.
- Designed and developed instructional materials for a train-the-trainer program for management and employee use.
- Evaluated existing program materials for a front-end and task analysis. Developed all materials for participant and instructor guides.
- Developed a training program for technical personnel within the Social Security Administration. Evaluated existing program materials and designed and developed training modules.

American Red Cross

Washington DC

09/1985 - 12/1985

Human Resources Specialist – Intern

- Evaluated existing in-house training program. Designed and developed materials for immediate training feedback that resulted in improved training efficiency. Validated training programs including implementing procedures.
- Managed the in-house training program for 770 personnel at the national headquarters. Registered and set-up training facilities and equipment, and materials for each participant and instructor.

Education:**Utah State University**

Logan, Utah

Doctorate Degree 05/2000

Major: Instructional Technology

Doctoral Dissertation: Utilization of a Metacognitive Strategy in Distance Learning Classrooms

Utah State University

Logan, Utah

Master's Degree 05/1995

Major: Instructional Technology

Master's Degree Project: Documentation Creator: A Tool for Creating Effective User Documentation Quickly

Brigham Young University

Provo, Utah

Bachelor's Degree 12/1985

Major: Human Resources Development with Emphasis in Training and Development

Professional Publications:

Cline, Richard W. "Online Bullying: Have Adults Gone AWOL?"
Impact Journal Summer 2010: 34-36.

Cline, Richard W. "Electronic Library Resources: An Education
Enhancer." Impact Journal Winter. 2004: 16-18.

Cline, R., Pratt, J., & Merrill, M. (1997). Instructional Transaction Theory. In Instructional Development Paradigms (pp. 593-612). Englewood Cliffs: Educational Technology Publications.

Cline, R. W. & Pearlstein, R. B. (1993, July). Using Job Aids To Supplement Manuals. Performance & Instruction, 32 (6), 12-14.

Thank you for the opportunity to be selected and appointed to the Farmington City Council.

1) I am passionate about the quality of life needs and delivery of services promised and provided by our wonderful City. I feel it is important to replace the seat of Brigham Mellor with another strong voice from the West side of Farmington. In addition, I always work to be an active part of solutions or progress when I see reason to be concerned or complain about any issues. I am a business owner in Farmington and I want to work to consider the needs or wants of residents, business and development in a thoughtful manner, all sides of the issues examined, weighed, discussed before decisions or legislation is decided upon.

2) I want to work towards proposals of all future development approvals have included a mandatory requirement for low-water landscaping needs. I would like to see the City Council, Mayor and Water District(s) work together to require water meters being part of all new development approvals that will utilize Secondary water.

There was a recent traffic study conducted on 1875 West going South approaching Burke Lane, and then again South again on 1875 West onto Spring Meadow Lane. I would like to see progress towards speed control measures along the routes to the new High School, specifically along 1875 W and Burke Lane intersections for traffic that would proceed South along 1875 West onto Spring Meadow Lane with speed tables and additional stop signs being considered. (This issue directly impacts my street, my neighbors and my residence). In addition along 650 West or even 1100 West being considered for the safety of our residential streets along the route to the new school.

I want to work towards a greater street budget over the parks and rec budgeted funds for the quality of our roads in all of Farmington. Burke lane pavement quality is in very poor condition right now with only partial surface treatment being completed in the last few months. This partial pavement addition has created a dangerous bicycle lane both East and West, including leftover asphalt debris that has never been swept or considered. In addition, I want to see the Legacy bicycle / recreation path continued North through future development to the Shepard Lane area as I feel the connector along Burke Lane is dangerously narrow for children, scout groups, cyclists with trailers, or groups riding to Station Park.

3) During the mudslides of 1983 I was 12 years old and worked on several sand bag parties, including one Sunday evening at midnight where all eligible men were summoned to the City shop to provide support. In 1989 my Eagle Scout project was completed at the Regional Softball diamond just South of the LDS Shepard Lane Stake Center and Knowlton Elementary. I was in charge of sourcing the first outdoor digital scoreboard placed in Farmington. I worked with Syro Steel in Centerville for the Farmington Canyon wind-proof steel standard, Utah Power and Light to drill telephone pole sized holes for the standard and the owner of Kaysville Drug to do all of the ground excavation and run power lines from the dugout to the score board. That scoreboard still stands 30 years later. I have frequently attended Planning Commission and City Council meetings to observe, comment and represent issues that were important to me, my family, my neighbors or neighborhood.

4) I am self-employed and have the luxury of setting my own schedule. Currently I schedule my work to include 3 1/2 long days to leave one morning and every Friday to finish loose ends at work or other responsibilities outside of work. On August 11 we will become "Empty Nesters" as our youngest leaves to go to College. I have the encouragement and full support of my wife to serve the City Council and Farmington City.

5) I have a fiscal policy of conservative in nature. Budget the resources we have and use them appropriately. Budget for Rainy days in a conservative nature. I hesitate to spend money that we don't have or plan on having in the future and want to know all of the future expense details before wanting to vote in approval. I voted this way while serving on the Student Council in graduate school and worked this way while serving on the National Upper Cervical Chiropractic Association Board of Directors and as their Treasurer from 2007-2009. I even found expense discrepancies by the Executive Director that led to her dismissal.

In light of being conservative in my fiscal policy, I have no problem increasing taxes to support our City infrastructure, residential or commercial needs. If the budget estimates show an future shortfall, future expenses requirements necessitate a raise in taxes, the proposed increase will meet the needs of our community and the homework has been thorough.

I hope these answers and the prior submission in my initial application meet your needs and provide understanding of my desire to serve Farmington City.

Thank you for your consideration in such an important selection process.

Respectfully submitted,

Dr. Bryce Crowley

QSM3 Chiropractor
Certified Posture Expert
Pre-Concussion Baseline Testing
Independent Pruvit KETO//OS distributor



Davis County Spinal Care

"Spinal Balance for Better Health"

July 20, 2018

Farmington City Council

RE: L. Bryce Crowley-- Qualifications

Dr. Bryce Crowley
QSM3 Upper Cervical Chiropractor

Palmer College of Chiropractic Graduate
QSM3 Member
QSM Certified—only one in Utah
NUCCA Certification Candidate Part 2
NUCCA Board of Directors 2007-2009
NUCCA Treasurer 2007-2009
WCA Member
PCCIAA Past President-Utah
PCCIAA Member

Service is important to me, everywhere I go. I've always looked for ways to serve and take each opportunity to contribute solutions for the betterment of each organization I belong to. Most recent has been in local Church service in addition to working with my neighbors in clarifying Planning Commission advancements. I also serve my Professional trade organization QSM3 in their semi-annual conferences. Prior to that I served the National Upper Cervical Chiropractic Association (NUCCA) Board of Directors. I was charged with heading the Elections Committee, handling the nomination process and elections to the Board of Directors from 2005-2007. In 2007 I was elected to the NUCCA Board of Directors by my peers and chosen by the new President to be the Treasurer for 2007-2009. From 2002-2004 I served for the Palmer College of Chiropractic International Alumni Association as Vice-President then President of the Utah Chapter. From 1998-2000 in Graduate School I was elected to the Student Council representing my Class in weekly meetings and organization of all Student Council activities. Specifically, I worked directly with the College President, Administrators representing my class. I received Representative of the Trimester and Year awards for my service in Graduate school.

Vision for Farmington City

I love Farmington! Living here from 1981-1990 and again from 2014-current I've loved my time, memories and experiences here. I envision Farmington remaining the premier location to live in Davis County with a fantastic balance between residents needs and growth of business opportunities to support our City's tax income, needs and infrastructure. I envision more interaction between City Leaders and citizens to balance resident's needs, business needs and development, promotion of outdoor recreation trails and increased trail access to public transit and business. I would like to see a quarterly Town Hall meeting or open house to discuss wants of businesses or residents and find a better balance between current infrastructure needs, business wants and residential needs and wants. This is a critical time of growth for Farmington with the new High School and increased traffic, tremendous potential for commercial development to bring wanted business income and tax base and residential satisfaction and support. I want to be part of that!

L. BRYCE CROWLEY

1743 W. Spring Meadow Ln · 801.631.1958

Drc@UtahChiro.com

EXPERIENCE

2002 – CURRENT

PRESIDENT, OPERATOR, DAVIS COUNTY SPINAL CARE, PC

Chiropractor for patients from 15 States and as far away as Italy and Switzerland.

2007 – 2009

BOARD OF DIRECTORS, NATIONAL UPPER CERVICAL CHIROPRACTIC ASSOCIATION

Treasurer. Financial Audit of 2 years of Organization expenses and Executive Director fraud.

2002- 2004

PRESIDENT, VICE-PRESIDENT, PALMER COLLEGE OF CHIROPRACTIC ALUMNI ASSOCIATION-UT

EDUCATION

OCTOBER 2001

DOCTOR OF CHIROPRACTIC, PALMER COLLEGE OF CHIROPRACTIC

Elected to the Student Council Representative seat, class 013, early graduate.

DECEMBER 1995

LICENSED MASSAGE THERAPIST, UTAH COLLEGE OF MASSAGE THERAPY

June 1989

EARLY COLLEGE GRADUATE, WEBER STATE UNIVERSITY

Entered College as a High School Senior

SKILLS

- Business owner-16 years
- Leadership experience
- Public speaker
- Ski Instructor

ACTIVITIES

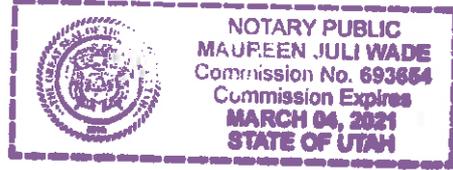
I've always looked for ways to be involved and search for solutions to needs from High School, Grad School, Professional Organizations, Church service and now community representation. I love to ski when it is cold and ride a bike when it is not, with my wife and 2 adult daughters.

DECLARATION OF CANDIDACY

(Non-Partisan)

* * * * *

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)



I, RaphaelRichardDutson, being first duly
(Please print name as it is to appear on ballot.)
sworn, say that I reside at 2083 Summerwood Dr., City of
Farmington, County of Davis, State of Utah, that I am a registered voter; and that I wish to
submit my name for consideration in filling the interim vacancy in the office of City Council. I
understand that the Councilmember appointment made will be effective beginning August 21,
2018.

I further understand that I will be subject to an interview before the Farmington City Council in a
public meeting on August 7, 2018, beginning at 7:00 p.m. in the Farmington City Council
Chambers, 160 S. Main, Farmington, Utah.

I will meet the legal qualifications required of candidates for this office.

(Candidate Signature)

Subscribed and sworn (or affirmed) to before me by Maureen Juli Wade on this
5th day of July, 2018.

(Recorder /or other Officer Qualified to Administer Oath)

Qualifications to be a candidate are:

- (1) Be a United States citizen at time of filing.
- (2) Be a registered voter of the municipality.
- (3) Be a resident of the municipality or a resident of a recently-annexed area for 12 consecutive months immediately preceding the date of the election.
- (4) Not be a convicted felon, unless the right to hold elective office has been restored.

The following information would be helpful in contacting you:

E-mail: rdutson@dutsonbuilders.com
Cell Phone: 801-870-8613

* * * * *

R. Richard Dutson

2083 Summerwood Drive
Farmington, Utah 84025
(801) 870-8613

7/31/18

Dear Mayor, Dave Millheim and City Council,

In accordance with the correspondence from Dave Millheim and Holly Gadd the attached is submitted for your review and consideration of my candidacy for the open position on the City Council.

We live in a wonderful city and exciting opportunities are in front of us. I appreciate being considered as a member of the City Council

Kind Regards,

A handwritten signature in blue ink, appearing to be 'R. Richard Dutson', with a large circular flourish at the end.

R. Richard Dutson

Rick Dutson - City Council Candidate Questions

7.31.18

1. Why have you submitted your name to be considered for appointment to the City Council?

- a. The City's growth is at a critical stage extending beyond the City into the County. The Business Park will be the most distinctive opportunity the City will deal with which will demand City Council attention for many years to come. The West Davis Corridor is a critical issue, but will soon be 'dealt with'. However, as we look at the Business Park, we need to ask - will it be Class 'A' or something far less? Will there be a true mixed-use environment or just office buildings. It will take insight and great effort to get it right. My experience in the development of Station Park, my professional experience in Class 'A' office development and construction is unique to the current City Council. I have business connections, experience and background that will support good decision-making.

The City's establishment of an Economic Development Director is wonderful. In support of his activities the City should join industry associations including NAIOP, CCIM and Silicon Slopes. We should meet those who will bring the quality jobs to Farmington.

- b. We should engage other governmental entities in a positive way. The County is considering a change of use for the Fairgrounds to potentially an outdoor sports stadium. They are open to other ideas, and we should offer good alternatives such as an arts facility along the lines of the Eccles Performing Arts Center. Generally, uses that support Station Park and surrounding neighborhoods.

2. If you were appointed to the City Council what legislative issues and priorities are you most interested in pursuing?

- a. The road connecting Park Lane and Shepard Lane. This structure will facilitate the desired development for this entire area. Financing this project will need to be discussed and settled in the near future.
- b. Support residential housing. Ensure that future housing is sensitive to surrounding developments.
- c. Review the City Master Plan regularly. We need to ensure it remains relevant.
- d. Review Zone Text periodically. In my prior experience on the City Council we determined to revisit the text of at least one zone each year. Again, are we remaining relevant?

- e. City Amenities that meet the desires of the Class 'A' office workforce, not only in the Business Park, but throughout the city. This includes trails, parks, bikes, etc.
 - f. We should discuss/consider a CRA (Community Reinvestment Area) for the business park. Tax increment financing is an option to encourage/ensure a higher quality development without a tax increase to the public. The RDA associated with Station Park has been very successful in supporting a Class 'A' retail experience. I am not ready to advocate for the CRA, but it should be a consideration. Staff assessment and legal counsel would be most helpful in this discussion.
- 3. Please share with the City Council your past service to the City either as an appointed volunteer, a community project participant, or in any other capacity.**
- a. Farmington City Council – 2004- 2011.
 - b. Chairman/Co-Chairman – Farmington Festival Days – 5 years. During this time we changed the event from a one day experience to a full week of activities.
 - c. Miss Farmington Pageant – 3 years. My wife was pageant director; I was involved as stage manager and platform/interview coach for all participants.
- 4. Discuss your ability to dedicate sufficient time to the City Council and associated assignments.**
- a. On my own time I have already reached out to Silicon Slopes and potential quality tenants to locate in Farmington. Currently I am organizing an introduction of a tech company with Station Park officials, Mayor Talbot, Dave Millheim and County officials.
 - b. For approximately the past 2 years I have been spending approximately 4 – 6 hours a day in my business. Our staff has been trained to do their work with only general oversight by me.
 - c. My Church responsibilities are Sunday intensive with only a few hours required during the week.
- 5. What is your fiscal responsibility? What are the circumstances where you would consider tax increases and/or bonding?**
- a. We should always fight the urge to raise taxes. We should be mindful of those on fixed incomes – particularly the retired, widows, etc.
 - b. Retirement of Bonds should be reviewed regularly so early planning can be considered for either a tax rebate to the citizens or commitment to another worthwhile projects.
 - c. Bonding for things such as the City Ball fields, swimming pool, etc. would be appropriate. We should be (and I believe we are) active in the pursuit of Federal and/or State Grants.

Richard Dutson

2083 Summerwood Drive
Farmington, Utah 84025
(801) 870-8613

7/16/18

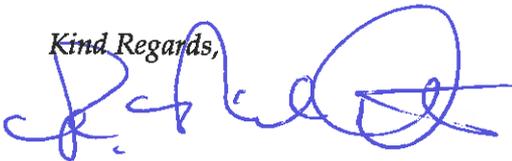
Dear Mayor, Dave Millheim and City Council,

Enclosed please find information regarding my experience for consideration to fill the seat vacated by Brigham Mellor as a member of the Farmington City Council. My services as a member of past City Councils and community committees have been a rewarding and exciting opportunity. We have a wonderful city which is a reflection so many people, especially your services and talents - thank you.

We have many challenges facing our future, but we have the personnel and other resources to face these issues for the betterment of our community. Hopefully, you will see my experience and my ability to work with others on the Council, city staff, the community and other governmental offices to be a benefit to the city; particularly with the City Council.

Should you need further clarification regarding my qualifications please let me know. Best wishes as you go through the selection process.

Kind Regards,



R. Richard Dutson

Rick Dutson

Statement of Qualifications

7/15/18

Farmington City Council – 2004 2011

Assignments/Committees: Mayor Pro Tem (6 years)
TEC (Taxing Entity Committee – Station Park)
Development Review Committee (6 years)
Trails Committee (1 year)
Youth City Council (5 years)
Construction Management – City Hall
Create/Update City Logo

Particular Issues during tenure:

1. Station Park Development.
2. Working with UDOT and citizens in location of the Legacy Highway/West Davis Corridor.
3. Construction of City Hall/Police Department Building/Remodel of the Fire Department.
4. The on-going residential development adding approximately 1,000 citizens/year.
5. Development of the Ranches Community Park, including the very difficult task of adjusting the Conservation Easement.

Farmington Festivals Day: Co-Chair 2 years; Chairman – 3 years. Re-branded event to include full week of activities, including solicitation of contributions.

Miss Farmington Pageant: Co-trained contestants; stage management; solicitation of contributions. (*Wife was Pageant Chair – daughter Miss Farmington 1999*).

Board of Directors: Associated General Contractors (2 years)
Oakridge Country Club (2 years)

Business Owner: Since 1996 I have owned and managed Dutson Builders, Inc. We are a commercial construction company with project categories including restaurants, financial, corporate office, historical, seismic and structure upgrades, senior care and medical.

Real Estate Developer: Developed two retail centers; one industrial project.

Rick Dutson

Vision Statement

7/15/18

I support the City's strategic plan as outlined on the cities' website. I was on the CC at the time it was initially developed. It was updated since my departure. Some of the items on the plan have been completed and I would support another review of this document.

Business Park Development – This will be the single biggest issue facing Farmington in the years to come. We need to focus on funding and installation of the appropriate infra-structure to support this area. Locating and attracting the right kind of businesses to grow and develop in Farmington is essential to maintaining the quality of city we currently have. The recently created position of Economic Development Director is very encouraging, and should result in the attraction of the best possible tenants to support the entire city.

West Davis Corridor – We are nearing the completion of efforts involved with the development of the Corridor and I will provide any support needed to complete this work.

Working with others – Utah is on 'fire' with growth – with no end in sight. We will need to work professionally and respectfully with other cities and the County to solve yet unknown challenges.

Raphael (Rick) Richard Dutson
2083 Summerwood Drive
Farmington, Utah 84025
(801) 870-8613

Dutson Builders, Inc.

(4/03 – current)

President/Owner

Continuing operations from **RCON, INC.**, but without prior partner. Projects value up to \$4mm. A partial list of clients include: *Deseret Book; Jones Waldo law Offices and Snell & Wilmer; Historical renovations to Walker Center, United Electric Building, Hale Bakery, Rasputin Building; approximately 50 restaurants; ground-up office/retail buildings for Devcon, RiverPark and RD Industrial, Maliheh Medical, ARUP Labs.*

RCON, INC.

(10/95-4/03)

Principal

Commercial General Contractor with projects ranging in size from \$10k to \$1.7mm. **RCON, INC.** was established in 10/95 along with one partner, Randall M. Wallace. A partial list of clients include *Ninigret Properties, LaSalle Partners Management, Wilson/Cornerstone Properties, Microsoft, Sun Microsystems, Grubb & Ellis, Huish Detergents, Inc., Wells Fargo Bank, Western Properties, Crazy Shirts, Electric Lightwave, Oracle Corporation, EFI Electronics, Quality Plating, Modus Media the University of Utah and the LDS Church.*

William Wilson & Associates

(1991-10/95)

Vice President

Responsibilities included Business Development, Operations, Budgeting and Financial Analysis for the construction division of this Commercial Real Estate Company. Annual revenue was in excess of \$40,000,000.

William Wilson & Associates

(1988-1991)

Construction Manager

Management of a \$25,000,000 Construction Division within William Wilson & Associates. Duties included financial analysis, annual budgeting, staff adjustments, day-to-day operations and assisting leasing agents in negotiating lease agreements.

Notable included:

1. *The Centrum Project*—Headquarters of the Oracle Corporation. Five (5) high-rise structures of approximately 1,500,000 sf of executive office space, computer facility and restaurants.
2. *300 Café* – Corporate Dining facility for Oracle which won an international design award for restaurants at NEOCON (Chicago)
3. *Wells Fargo Center*—Upon completion, this building was the tallest structure in Sacramento, CA. The building overlooks the State Capitol building and American River. It is 32 stories high, and is home to some of the most prestigious law firms in the State of California.
4. *Sanwa Bank*—The old Transamerica building which was constructed in 1909 and located at the intersection of Columbus and Montgomery streets in downtown San Francisco, was partially renovated and restored to accentuate its Victorian motif. This distinguished facility is the Asian Banking Center for Sanwa Bank.

Devcon Construction
(1987-1988)

Project Manager

Managed the construction of high-tech research and development facilities.

1. *Chiron*—A 50,000 sf fast-tracked project requiring significant upgrades to the structural, electrical and HVAC systems of the building. Work included laboratories, clean rooms, manufacturing and general office space.
2. *Seagate Technologies*—Various-sized projects including computer rooms, manufacturing and general office space. Rapid growth of the company required responsive management.

Koll Construction
(1984-1987)

Project Manager

Managed the construction of high-end leasehold improvements in San Jose's Redevelopment district.

1. *60 South Market*—A 16 Story executive office building. Suites were typically high-end attorney suites. Finishes included exotic wood products, stone flooring, sand-blasted glasswork, up-graded light fixtures, fabric-wrapped panels and custom carpeting.
2. *40 South Market*—A 7 story standard commercial office building. Work included remodeling existing suites to meet the changing needs of new and existing tenants.

Dutson Construction
(1982-1984)

Project Manager/Superintendent

Assisted in the management of a family-owned construction company. Projects ranged in size from 2,000 sf to 50,000 sf. Responsibilities included preparation of bids, field supervision, daily office management and accounting.

Education

Bachelors of Science degree in Business Management from Brigham Young University. Graduated in 1982.

California Real Estate Broker (license lapsed due to non-use)

Industry Associations
(Current/past)

AGC, NAIOP, CCIM, ICSC, SILICON SLOPES

Licensed in Utah, Arizona, Nevada, California, Oregon, Washington, Idaho, Colorado and Texas.

Personal

Date of Birth: 10/17/57
Spouse: Kari
Children: Nicole (Ben), Brad (Karlee) and Kami (Paul)
Grandchildren: 8 – ranging in age from 3 -14
Farmington Resident since 1995

Interests

Service in my church and community. Currently a member of the Salt Lake Choral Artists. This is a 120 voice choral group which performs four (4) concerts each year at the St. Ambrose Cathedral and Libby Gardner Hall in Salt Lake City.

Michael K. Hepworth, Esq.

1703 W. Spring Meadow Ln, Farmington, UT 84025 • 801.815.0000 • Michael@HepworthLegal.com

Dear Farmington City Council Members,

Please find below my responses to your questions. I look forward to meeting in person to discuss these issues in greater detail.

1. Why have you submitted your name for consideration for the appointment to Farmington City Council?

I am submitting my name for consideration for appointment to Farmington City Council for several reasons. As a longtime Farmington resident, and as a parent who is raising his children here, I would like very much to see Farmington continue to prosper. As an attorney and a real estate professional, I feel I have a skillset well-tailored to the City's needs. I am deeply familiar with municipal codes, zoning issues, and tax issues.

The main reason I am submitting my name for consideration for the City Council, though, is that I would like to be of service to the City. Having grown up in Farmington myself, and having raised my own family here, I want to see that as many people as possible benefit from all that this City has to offer. And I want to contribute to its great legacy. Given my history with the City, and with my professional background, I believe my greatest capacity to contribute is through the City Council.

2. If you are appointed to the City Council, what legislative issues and priorities are you most interested in pursuing?

I do not approach the prospect of working as a City Councilor with any set legislative agenda. As a City Councilor, I would view my role as that of a civil servant. That is, I would keep an open mind about the competing interests and factors in any given situation, and I would make decisions based on the City's long-term needs and best interests.

With that said, I do believe that water usage is—and will only continue to be—a serious issue for the City. Responsible use and allocation of our water is of crucial importance not only for the City's current needs, but for its future growth and economic prosperity. It is my position that water usage should factor heavily in the City's future development plans, and that even our current usage structures should perhaps be revisited.

3. Please Share with the City Council your past service to the City, either as an appointed volunteer, a community project participant, or any other capacity.

As a parent of six children (three of whom are currently enrolled in the Davis County School System), I have always sought to play an active part in their education and the school community.

Additionally, as an attorney, I have participated in the Second Judicial District's (Davis County's) *pro bono* debt collection, and landlord/tenant calendars. Through these programs, I have volunteered dozens of hours to date.

- 4. City Council members have the charge to represent the service, delivery, and quality of life issues of the residents of the City. Council members approach this duty in a variety of ways. In addition to the required City Council meetings, members of the Council, who are well engaged, often spend several hours per week working on city issues and consulting with citizens and staff. Please discuss your ability to dedicate sufficient time to this position of service.**

I am an entrepreneur. And while there are pros and cons associated with owning my own businesses, a decided perk is that my schedule has a great deal of flexibility. I employ a combined total of approximately 20 individuals in a variety of capacities to help operate my businesses. I handle various tasks within those businesses, but I also rely heavily on my staff to make sure the businesses continue to operate smoothly, freeing me up to pursue new endeavors. I am not tied to a "9 to 5" schedule, and I have a high degree of freedom and autonomy in my work, which would allow me ample time to devote to my duties and services as a City Councilor.

- 5. What is your fiscal philosophy? Under what circumstances would you consider tax increases and/or bonding?**

I consider myself a fiscal conservative. By that, I mean that I prefer to see cities and governmental bodies respecting citizens' fiscal autonomy to the greatest extent possible. Transparency and financial accountability to our citizens must be among our foremost concerns when it comes to issues of taxation and bonding.

And while it is difficult to comment hypothetically on the circumstances under which I would consider tax increases and/or bonding, I can confirm that *before* I considered any increase or bond, I would work to ensure that an increase or a bond is truly necessary. By that I mean that I would want to make sure that all of the citizens' taxes were going toward active, efficient, and necessary programs before I would consider adding to a tax burden.

As I discussed above, though, I can easily say that I would approach any proposed tax increase or bonding with an open mind, and in view of the City's best interests.

Thank you for your consideration.

Michael K. Hepworth, Esq.

1703 W. Spring Meadow Ln, Farmington, UT 84025 • 801.815.0000 • Michael@HepworthLegal.com

July 16, 2018

TO: City of Farmington, Utah
City Council Selection Committee

FROM: Michael K. Hepworth, Esq.

RE: Statement of Qualifications for City Council

Dear City Council Selection Committee:

I, Michael K. Hepworth, am qualified to be a candidate for the vacant Farmington City Councilmember seat.

- I am, and always have been, a United States citizen.
- I am a registered voter in Farmington, Utah.
- I have been a resident of Farmington, Utah for approximately the past 35 years, up to and including the present.
- I have never been charged or convicted of any felony.

I am the owner of multiple businesses in Davis County, Utah. I reside in Farmington with my wife and six children. Based on the qualifications required by the City of Farmington, I am qualified as a candidate for the City Council.

Sincerely,



Michael K. Hepworth
Attorney at Law

Michael K. Hepworth, Esq.

1703 W. Spring Meadow Ln, Farmington, UT 84025 • 801.815.0000 • Michael@HepworthLegal.com

July 16, 2018

TO: City of Farmington, Utah
City Council Selection Committee

FROM: Michael K. Hepworth, Esq.

RE: Vision for Farmington

Dear City Council Selection Committee:

The City of Farmington is a wonderful place. It's a wonderful place to live and to raise a family, and my hope is to help keep Farmington a wonderful place.

With all of the booming growth on the Wasatch front, it is crucial that we take a measured and calculated approach to our own growth. Much of what makes Farmington so special is its close-knit community. With that said, though, Farmington balances that close-knit charm with the resources and amenities of a modern city.

I would like to see Farmington continue to strike that balance, and to measure its growth carefully. We live in a time of ever-tighter natural resources, especially water. Our city planning and any growth we foster should keep a close eye on water allocation.

Farmington's future lies in taking a sustainable approach to its growth, both fiscally and in terms of its resources. Whatever development we attract should advance the City and respect it. Anything less is unacceptable.

Thank you for your consideration.

Sincerely,



Michael K. Hepworth
Attorney at Law

Michael K. Hepworth, Esq.

1703 W. Spring Meadow Ln, Farmington, UT 84025 • 801.815.0000 • Michael@HepworthLegal.com

Established legal and real estate professional with strong family and community ties to Farmington and Davis County. Extensive experience in planning, development, and entrepreneurship with a desire to encourage sustainable growth.

PROFESSIONAL EXPERIENCE

Hepworth & Associates, LLC, Bountiful, UT *Established October 2014 - Present*
Owner, Founding Partner, Attorney at Law

- Manage and operate law office employing ~20 staff, including 7 attorneys
- Oversee several hundred cases/client files in multiple areas of law, including Real Estate, Personal Injury, Estate Planning, Criminal Defense, Civil Litigation
- Have secured judgments of several hundred thousand dollars for clients
- Established firm as regional experts in Tenant Defense as well as Defamation law
 - Have taught multiple Continuing Legal Education classes on Landlord/Tenant law

Hepworth Investment Group, LLC, Bountiful, UT *July 2014 – Present*
Vice President, Partner, General Counsel (October 2014 – Present)

- Develop commercial and residential real estate
- Oversee management of 60+ commercial and residential units in Davis County
- Acquire, sell, and lease company properties
- Negotiate and contract with municipalities regarding development plans

Hepworth & Fisher, LLC, Bountiful, UT *April 2014 – Present*
Principal Broker, Founder

- Operate full service real estate brokerage in Bountiful, Utah
- Buy, sell, and lease commercial and residential real estate throughout Utah

Security Investment, LLC, Bountiful, UT *1999 – Present*
Member, General Counsel (2014-Present)

- 110-year-old real estate investment company

Security Real Estate, Inc., Bountiful, UT *2004 – 2008*
Principal Broker, Founder

- Managed brokerage during the peak years of the real estate boom

Security Financing, Inc. Bountiful, UT *2003 – 2008*
Principal Lending Manager, Founder

- Established successful mortgage brokerage serving clients throughout Utah

EDUCATION

University of Denver Sturm College of Law, Denver, CO
Juris Doctor, 2014 (Emphasis on Real Estate law, Land Use law, and trial work)

- Externship: Weber County Public Defender's Office *2013 – 2014*
- Externship: Katherine Hoskins (now Judge Hoskins) *2012 – 2013*

Weber State University, Ogden, UT
Bachelor of Science, Political Science, 2011 (Magna Cum Laude)

- Minor: Legal Studies

Michael K. Hepworth, Esq.

DECLARATION OF CANDIDACY

(Non-Partisan)

☆☆☆☆☆☆☆☆☆☆

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

I, WES HOLMES, being first duly
(Please print name as it is to appear on ballot.)
sworn, say that I reside at 39 West 620 South, City of
Farmington, County of Davis, State of Utah, that I am a registered voter; and that I wish to
submit my name for consideration in filling the interim vacancy in the office of City Council. I
understand that the Councilmember appointment made will be effective beginning August 21,
2018.

I further understand that I will be subject to an interview before the Farmington City Council in a
public meeting on August 7, 2018, beginning at 7:00 p.m. in the Farmington City Council
Chambers, 160 S. Main, Farmington, Utah.

I will meet the legal qualifications required of candidates for this office.

Wes Holmes
(Candidate Signature)

20 Subscribed and sworn (or affirmed) to before me by Wes Holmes on this
day of July, 2018.

Holly Gadd
(Recorder/or other Officer Qualified to Administer Oath)

Qualifications to be a candidate are:

- (1) Be a United States citizen at time of filing.
- (2) Be a registered voter of the municipality.
- (3) Be a resident of the municipality or a resident of a recently-annexed area for 12 consecutive months immediately preceding the date of the election.
- (4) Not be a convicted felon, unless the right to hold elective office has been restored.

The following information would be helpful in contacting you:

E-mail: WES.HOLMES@INDIAN SUMMER.COM
Cell Phone: 801-837-3239

☆☆☆☆☆☆☆☆☆☆

John "Wes" Holmes
39 West 620 South
Farmington, UT 84025

July 30, 2018

Farmington City Council
160 South Main
Farmington, Utah

Re: Application for City Council Vacancy

Dear Farmington City Council:

I am applying for the open seat on the Farmington City Council. I have attached my CV which covers my professional career and the following are my answers to the questions provided in an email by Ms. Gadd:

Why have you submitted your name for consideration for the appointment to the Farmington City Council? My wife and I have lived on the same corner in Farmington since 1984. When we moved to Farmington and built our home our street was a dead-end street with Raul Rice's farm to the south (where the corn maze was). Now that I am retired I feel a sense of responsibility to help preserve the Farmington way of life; to repay Farmington for 34 wonderful years. It would be an honor to serve.

If you are appointed to the City Council, what legislative issues and priorities are you most interested in pursuing? My goal would be to continue the good work of the Council to protect and maintain the Farmington way of life and its citizens. I see the biggest challenge facing the city is exploding growth. It should be the Council's goal to do everything in its power to ease the impact on our citizens and to be vigilant of their interests.

Please share with the City Council your past service to the City, either as an appointed volunteer, a community project participant, or any other capacity. Currently I am a volunteer at the Bountiful Food Pantry picking up groceries from the various stores that donate food. My past service for Farmington is as follows:

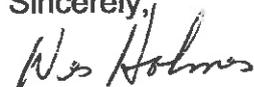
Farmington Planning Commission 1/1989 to 12/1992
Chairman Farmington Planning Commission 1991
Board of Adjustment 1992
Room Father serving at Farmington Elementary 1988 to 1996
Girls Softball Coach 1993 to 1998
Girl Scout Leader 1992 to 1993

City Council members have the charge to represent the service delivery and quality of life issues of the residents of the City. Council members approach this duty in a variety of ways. In addition to the required City Council meetings, members of the Council, who are well engaged, often spend several hours per week working on city issues and consulting with citizens and staff. Please discuss your ability to dedicate sufficient time to this position of service. My wife and I lead very full lives. We enjoy traveling and participating in family functions and we now have our first grandchild (finally after 45 years of marriage). However, when I was on the Farmington Planning Commission I never missed meetings as I planned my life around my responsibility to the city. That would not change if I am appointed to the Council as I again would plan all my activities around my Council duties.

What is your fiscal philosophy? Under what circumstances would you consider tax increases and/or bonding? When you tell people that you live in Farmington the general reaction is that you must be well to do or just plain rich. People forget that we have older people that live on fixed incomes and less fortunate younger people as well. That is why any fee or tax levied on our citizens can be a real hardship on our less fortunate neighbors. These are the same citizens that are faced with the increased property tax bill for 2018. Any fees or taxes must be carefully considered and only passed in emergency situations. Bonding too should be carefully considered and only used for the public good and always put to the vote. We don't need any more public buildings right now.

I would also like to add that if any member of the Farmington Planning Commission is selected to serve on the Council that I would volunteer to fill that vacancy for the remainder of their term as I have some experience on the Planning Commission as mentioned above. Finally, I would like to thank the Farmington City Council for their consideration and wish them all the best.

Sincerely,



Wes Holmes

John "Wes" Holmes
39 West 620 South
Farmington, UT 84025

Currently Held Position (Part Time)

Senior Adjuster working part time as a multi-line adjuster for a local independent adjusting company. Specializes in risk management, large liability claims and litigation management.

Position Held at Retirement 5/28/2010

Manager of Claims and Litigation, Risk Management Department. Management of the claim function to minimize company exposure to expenses arising from accidents involving the general public (and customers) through investigation, evaluation and resolution of injury and damage claims.

- Supervision of claims consultant, Portland claims agent, two administrative assistants, and independent adjusters.
- Manage legal defense of all litigation pertaining to bodily injury and property damage claims brought against the company.
- Investigate, evaluate, and resolve injury and damage claims within the company's self-insured retention.
- Budget and administer injury and damage accounts including general liability, vehicle, and construction accounts.
- Establish reserves on major cases and advise accounting on reserve accruals to cover new self-insured liabilities.
- Establish a legal expense budget for third-party liability litigation and payment of legal bills.
- Establish and administer outside services expense budget, which includes expenses such as independent adjusters and other claims experts.
- Prepare reports for management, including monthly claims activity report, monthly litigation report, major claim report, quarterly reserve analysis, etc.
- Notify management of major accidents and major litigation cases.
- Notification of AEGIS and/or other insurers of loss exposures in excess of the self-insured retention.
- Approve claim settlements and provide authorization to claim staff and attorneys.
- Advise, assist and provide training to company personnel as needed with claims handled locally.
- Develop and maintain claims policy and administration of company claims.
- Provide 24 hour, 365 days a year coverage for accidents in all states where PacifiCorp operates.
- Notify regulatory agencies as required by law.

Education*

1974	Bachelor of Arts Degree, History, University of Utah
1977	Certificate in Insurance, Insurance Institute of America
1978	Associate in Claims, Insurance Institute of America
1984	Utah Power & Light Supervision Course
1988	CPCU Course: Principles of Risk Management and Insurance, Insurance Institute of America
1989	CPCU Course: Management, Insurance Institute of America
1996	Electrical Utility System Operations
1996	Clapp Research Course: Investigating and Defending Utility Contact Accidents
2001	Utility Operation II
2002	Litigation Risk Analysis Training
2003	AEGIS Negotiation Workshop

2004 AEGIS Managing Litigation and Trial Tactics
2004 Reconstruction and Biomechanical Analysis of Low Speed Accidents
2004 Brain Injury Conference
2005/2006 Pathways to Leadership

* Does not include all corporate training or routine CE classes to maintain professional license.

Employment Experience

2010 to present Senior Adjuster, C.W. Reese Company Insurance Adjusters
1998 – 2010 Manager of Claims and Litigation, PacifiCorp
1990 – 1998 Sr. Claims Agent, PacifiCorp
1989 – 1990 Claims Agent, PacifiCorp
1984 – 1989 Claims Specialist, Utah Power
1977 – 1984 Claims Adjuster, Milbank Insurance Company
1976 – 1977 Independent Adjuster, Sonntag-Mallory Inc

Professional Memberships

1976 to present Utah Independent Adjusters License (Property & Casualty Adjuster)
1977 to 2010 Utah Claims Adjusters Association
1983-84 President, Utah Claims Adjusters Association
1984 to 2010 EEI Claims Committee
1990 to present Utah Claims Managers Association
1997 President, Utah Claims Managers Association
2004 to 2010 Utah Defense Lawyers Association
2006 Board of directors, Utah Defense Lawyers Association (Lay Director)

Jon Hunter Farmington City Council Questionnaire

1. Why have you submitted your name for consideration for the appointment to the Farmington City Council?

I have submitted my application for City Council in an effort to serve the community. I moved to Farmington over 10 years ago seeing the community as an amazing place to raise a family. The City is at a crossroads facing the challenges of a growing municipality and as new development both residential and commercial look to expand in Farmington I see tremendous value in serving the community and being a part of the future of Farmington to help craft the direction of the city to ensure Farmington remains an amazing place to live and raise a family.

2. If you are appointed to the City Council, what legislative issues and priorities are you most interested in pursuing?

I believe Farmington can immediately benefit from several initiatives I would pursue. One would be implementing technology to provide more transparency to city financial data. Services like OpenGov and Socrata can provide citizens easy access to financial information, council meetings, maps, and ordinances in an easy to operate platform. Many communities are leveraging these technologies to enhance how Government communicates with the community. Open data initiatives help disseminate accurate information out to the community to help dispel rumors and misinformation that is spread through social media outlets.

The Second initiative I would pursue is seeking ways to broadcast and record council meetings and work sessions to be made available through the City website. Many citizens are unable to attend these meetings in person and making them available via live broadcast and as recorded sessions will allow greater participation and education throughout the community.

3. Please share with the City Council your past service to the City, either as an appointed volunteer, a community project participant, or any other capacity.

I have not served the City of Farmington in the past in any capacity.

4. City Council members have the charge to represent the service delivery and quality of life issues of the residents of the City. Council members approach this duty in a variety of ways. In addition to the required City Council meetings, members of the Council, who are well engaged, often spend several hours per week working on city issues and consulting with citizens and staff. Please discuss your ability to dedicate sufficient time to this position of service.

My current occupation allows for a lot of flexibility to dedicate sufficient time to this position. I do not anticipate any issues in serving the City and dedicating the appropriate amount of time.

5. What is your fiscal philosophy? Under what circumstances would you consider tax increases and/or bonding?

I would define my fiscal philosophy as conservative. I feel governments should only spend money currently available for projects and should make every effort to avoid tax increases and bonds. However, I believe it is dangerous to say taxes should never be raised or bonds should never be issued, there may be a time when raising taxes or issuing bonds to finance improvements is needed but these times should be the exception rather than the rule and the City should make every effort to receive as much input from the citizens as possible.

Jon Hunter

(801) 231-6169 | jdavhunter@gmail.com | 1752 Ramsgate Road Farmington, UT 84025

7/15/18

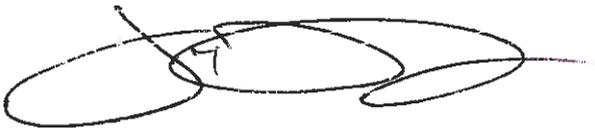
Farmington City Recorder
160 South Main
Farmington, Utah 84025

To whom it may concern:

I have attached my resume and this cover letter as intent to declare my candidacy for the open City Council position. As a ten year resident of Farmington I have watched the tremendous growth the City has experienced and witnessed firsthand the challenges Farmington City now faces and will face in the future. I have spent the last 10 years of my career working in the Public Sector consulting State and Local Governments throughout the United States in modernizing systems in applications used in Law Enforcement, Finance, Transportation, and Human Resources. I believe this experience uniquely qualifies me to fill this vacancy and serve the interests of the community.

I am proud to live in such a great City and I feel a deep civic responsibility to serve and contribute to my community to ensure that what makes Farmington great today will last well into the future and that the City will remain an amazing place to raise a family for my kids and generations to come.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'Jon Hunter', with a large, stylized flourish extending to the right.

Jon Hunter

JON HUNTER

Phone: (801) 231-6169 | Email: jdavhunter@gmail.com | LinkedIn: www.linkedin.com/in/jondavidhunter

SUMMARY OF QUALIFICATIONS

Accomplished and highly qualified Sales Executive, demonstrating 12 years of new sales acquisitions, territory management, and sales experience. Adept at developing presentations, demonstrating solutions and managing complex sales cycles with Public Sector Clients. Proven ability to grow and expand sales in underperforming territories and developing relationships with key decision makers. Consistently met and exceeded annual quota and quarterly goals throughout my career.

CAREER ACHIEVEMENTS

Territory Manager – Oracle Corporation

- Met and Exceeded quotas in excess of \$4.3 Million
- First Business Intelligence Solutions Rep to sell Cloud Analytics in State and Local in FY16

Field Sales Executive – Spillman Technologies

- Opened the State of Tennessee for Spillman Technologies closing the first account there in 25 years
- Developed and executed strategy to increase recognition of Spillman and develop pipeline in new territory
- Met and exceeded quota expectations in 2014 and 2015

District Sales Executive – Expeditors International

- Achieved top sales rankings from 2007 to 2011 continually exceeding quota
- Ranked in the top 10% of over 400 sales executives globally from 2008 to 2012

PROFESSIONAL PROFILE

Ident Solutions • Farmington, UT

April 2018 – Present

National Government Partnership Manager

- ♦ Develop and maintain Government Partnerships with law enforcement agencies to facilitate the implementation and operation of FedCheck customers in communities throughout the United States.
- ♦ Responsibilities include developing and implementing best practices in States across the U.S. for managing Critical Infrastructure NCIC queries. Maintain and develop relationship with State and Community leaders who oversee CJIS and State Crime databases and systems and ensure compliance with Federal, State and Local laws while working with NCIC queries of the FedCheck solution at Critical Infrastructure Facilities.

Oracle Corporation • Redwood Shores, CA

May 2015 – April 2018

Public Sector Cloud Platform Representative

- ♦ Achieve annual Quota Attainment of \$4.3 Million or Greater
- ♦ Responsibilities include prospecting existing account base and new customers interested in modernizing their reporting and analytics platforms. Develop and present solutions into State and Local governments that solve problems in areas like Fraud, Public Safety, Citizen engagement, transparency portals and transportation solutions.

Spillman Technologies • Salt Lake City, UT

Jun. 2012 – May 2015

Field Sales Executive

- ♦ Manage all sales activity in the States of Arkansas, Louisiana, Mississippi, and Tennessee. Promoted in 2014 to a larger market territory in the States of Illinois, Wisconsin, and Minnesota.
- ♦ Responsible for scheduling product demonstrations, contract negotiations, presentations to City and County governments for the acquisition of Enterprise Resource Software for Public Safety Agencies from \$200,000 to over \$1,500,000.

District Sales Executive

- ◆ Accountable for managing sales and retention within a defined territory covering Northern Utah and Southern Idaho, as well as for developing and presenting value added solutions to customers.
- ◆ Manages all facets of the sales process to include prospecting, presenting, and negotiating service levels.

EDUCATION HISTORY

University of Utah David Eccles School of Business ◆ *B.A. in Marketing, Sales emphasis (May 2006)*

1. Why have you submitted your name for consideration for the appointment to the Farmington City Council?

I have submitted my name as a public service to Farmington. I believe we have a responsibility to do our part in the community, and my service would be my contribution.

2. If you are appointed to the City Council, what legislative issues and priorities are you most interested in pursuing?

I have no agenda. I simply want Farmington to continue to flourish.

3. Please share with the City Council your past service to the City, either as an appointed volunteer, a community project participant, or any other capacity.

I do not have any titles of significance. I participated in a Farmington City play. I have participated in various service activities in Farmington. I have also created and maintained 3 different businesses in Farmington, and lived in 3 houses in Farmington over the last 18 years. My knowledge and experience with living and working in Farmington, together with my legal background is what best qualifies me to serve on the City Council.

4. City Council members have the charge to represent the service delivery and quality of life issues of the residents of the City. Council members approach this duty in a variety of ways. In addition to the required City Council meetings, members of the Council, who are well engaged, often spend several hours per week working on city issues and consulting with citizens and staff. Please discuss your ability to dedicate sufficient time to this position of service.

I have a flexible schedule. My office is in Station Park and I would be available as needed.

5. What is your fiscal philosophy? Under what circumstances would you consider tax increases and/or bonding?

I am generally opposed to tax increases. However, if I were satisfied that our funds are being expended wisely, and that there is a need that will affect the safety or welfare of our community, then I would consider a tax increase or bond.

Thank you for your consideration

Joseph Jardine
801-680-3800

JOSEPH JARDINE

140 N. Union Ave. Suite 205, Farmington, UT 84025 • • • • • telephone (801) 680-3800 • • e-mail joseph@jlodefense.com

To Whom it May Concern:

I would like to apply for the open city council position. I believe that my background as a long-time Farmington resident and business owner would aid the community. Additionally, I have practiced as an attorney for nearly 20 years, and have an understanding regarding various legal issues. I am skilled at converting conflict into peaceful resolutions.

Attached please find my resume. References are available upon request.

Sincerely,



Joseph Jardine

JOSEPH JARDINE

140 N. Union Ave. Suite 205, Farmington, UT 84025 ••••• telephone (801) 680-3800 •• e-mail joseph@jioddefense.com

WORK EXPERIENCE

OWNER/PRINCIPAL

November 2000 to Present

Jardine Law Offices, Farmington, UT

- represent over 1500 clients in various legal issues
- represent over 150 plaintiffs in accident cases
- negotiate with opposing counsel and/or claims adjusters to successfully resolve actions
- manage law practice with up to 4 attorneys and support staff—up to 15 people at once
- communicate effectively with wide array of people from every walk of life
- host weekly live call in show on the radio for legal questions
- make statements to the media regarding developments on cases
- try over 100 cases to judges or juries
- successfully try to acquittal both misdemeanor and felony cases
- successfully try to verdict personal injury claims
- submit detailed claims to insurance companies on behalf of clients
- evaluate products and advertising for law office
- manage large operating budget; make major purchasing decisions

ACHIEVEMENTS

- **Distinguished Service Award** the Utah Association of Criminal Defense Lawyers 2012
- **Legal Leaders** 2009-2011
- **Top Attorneys** 2011-2012
- **Top 40 Under 40** 2012
- **Mountain States Rising Stars** 2009-2012
- **AVVO Top Rated Lawyer since 2016**

EDUCATION

B.A. in English, B.Y.U., 1997
J.D. University of Idaho, 2000

LANGUAGES

Read, write and speaks fluent English and Spanish. years attended '97-'00

LICENSES

- licensed to practice law in Utah State and Federal Courts since 2000, Bar #8889
- Previously licensed to practice law in Idaho State and Federal Courts starting in 2001, Bar #6470
- licensed to practice law in 10th circuit appellate court since July 2002

HOBBIES/INTERESTS

•I enjoy various outdoor sports including snow skiing, water skiing, snowmobiling, tennis and golf. I like to camp and hike. I also enjoy board games, chess, computer games, puzzles and riddles. I also have participated in various community plays and productions.

DECLARATION OF CANDIDACY

(Non-Partisan)

★★★★★★★★★★

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

I, Alex B. Leeman, being first duly
(Please print name as it is to appear on ballot.)
sworn, say that I reside at 1861 West 800 North, City of
Farmington, County of Davis, State of Utah, that I am a registered voter; and that I wish to
submit my name for consideration in filling the interim vacancy in the office of City Council. I
understand that the Councilmember appointment made will be effective beginning August 21,
2018.

I further understand that I will be subject to an interview before the Farmington City Council in a
public meeting on August 7, 2018, beginning at 7:00 p.m. in the Farmington City Council
Chambers, 160 S. Main, Farmington, Utah.

I will meet the legal qualifications required of candidates for this office.

Alex B. Leeman
(Candidate Signature)

18 *Subscribed and sworn (or affirmed)* to before me by Alex B. Leeman on this
day of July, 2018.

Holly Gadd
(Recorder/or other Officer Qualified to Administer Oath)

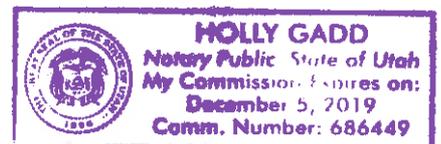
Qualifications to be a candidate are:

- (1) Be a United States citizen at time of filing.
- (2) Be a registered voter of the municipality.
- (3) Be a resident of the municipality or a resident of a recently-annexed area for 12 consecutive months immediately preceding the date of the election.
- (4) Not be a convicted felon, unless the right to hold elective office has been restored.

The following information would be helpful in contacting you:

E-mail: alex.leeman@outlook.com
Cell Phone: 801-628-3861

★★★★★★★★★★



July 31, 2018

Mayor Jim Talbot and City Council
160 South Main
P.O. Box 160
Farmington, Utah 84024

Re: Responses to City Council Application Questions

Dear Mayor Talbot and City Council:

Per the request of Recorder Holly Gadd, below are my responses to the first-round interview questions for the Farmington City Council vacancy:

Question 1: Why have you submitted your name for consideration for the appointment to the Farmington City Council?

I have submitted my name for consideration because I believe I would be an asset to the City Council. I pride myself on understanding and critically analyzing issues, making sound decisions, and solving problems. I'm a west-sider in a relatively new neighborhood, but also have some old-Farmington "street cred" as a graduate of Davis High (Class of '96!) who worked eight years at Lagoon. I am confident that I will not agree with every council member on every issue, but I strongly believe that diversity of opinion translates into good governance when devoted people come together with a common goal of building a great city.

I have also submitted my name for consideration for the City Council vacancy because I care about my community and I want to continue contributing to its development and governance. During my term as Planning Commissioner, I have invested considerable time and energy learning the laws and ordinances related to land use and development, and understanding the challenges that face Farmington. Now, in the last six months of my term, I am saddened at the prospect of no longer being involved. The chance continue serving Farmington is exciting.

Question 2: If you are appointed to the City Council, what legislative issues and priorities are you most interested in pursuing?

As I indicated in my vision statement, it is very important to me that the City Council promote measured and balanced growth that preserves Farmington's character, but helps our city reach its economic potential and allows families of different shapes and sizes to find a clean and safe place to live, work, shop, and play. It would be my priority to encourage and insist upon a high quality of development in our city, where developers are expected to think beyond the borders of their individual project and ensure that their addition integrates well into community.

One of the most important roles of the City Council is recruiting and retaining talented, intelligent, and devoted city management staff. As vacancies arise that are within the purview of the City Council, identifying and hiring the right candidates would be my top priority.

Question 3: Please share with the City Council your past service to the City, either as an appointed volunteer, a community project participant, or any other capacity.

I have served on the Planning Commission since 2014, acting as Chair since January 2018. As Chair, it has been my practice as each agenda item is discussed to pause and explain the review standards that guide our decision-making and describe the process an application must follow. It is important to me that citizens in attendance understand our deliberations so they can remain engaged in the process.

I have also been involved in a handful of service projects around town through ecclesiastical responsibilities. There are a couple of trees around city hall that I helped plant!

Question 4: Please discuss your ability to dedicate sufficient time to [representing the City to its residents].

If appointed to the City Council, I would be committed to educate myself regarding every issue that comes before the Council, and to do my part to promote positive engagement with the community. One of the challenges we have faced on Planning Commission—particularly over the past year—has been an unfortunate decline in civility over a few issues that have come before the Commission. As I indicated above, I believe that differing opinions are good, and I cannot fault citizens for being passionate. However, I hope our citizens will engage positively and constructively rather than assume the worst of their elected and appointed officials.

To promote positive engagement, I understand how important it is for members of the City Council to be present and involved in the community so citizens see us as neighbors, not distant politicians serving their own interests. I am willing and able to devote the time necessary to be accessible to citizens and active in the community.

Questions: What is your fiscal philosophy? Under what circumstances would you consider tax increases and/or bonding?

As a citizen, it is very important to me that government be efficient and worthy of the public's trust in its use of tax dollars. As a member of the City Council, my goal would be to help manage a financially-sustainable city. I want to continue our tradition of building and maintaining first-rate public facilities and programs that enrich our community, but do not over-extend our resources.

Sometimes tax increases are necessary to maintain and improve infrastructure and services. I would reluctantly approve a tax increase rather than allow our streets, public facilities, and programs to fall into disrepair. A smaller increase now is far better than a financial crisis later. However, consideration of any tax increase must include analysis of why we were unable to sustain the City through the increased tax revenue that is incidental to our growth. Understandably, growth increases expenses. However, expenses should follow growth, not outpace it. If the City's expenses outpace natural revenue growth, that may require a more significant recalibration of priorities.

Thank you for your consideration.

Very Truly Yours,



Alex B. Leeman

Alex B. Leeman
1861 West 800 North
Farmington, Utah 84025
Email: alex.leeman@outlook.com
Ph. 801-628-3861

July 18, 2018

Mayor Jim Talbot and City Council
160 South Main
P.O. Box 160
Farmington, Utah 84024

Re: Farmington City Council Vacancy

Dear Mayor Talbot and City Council:

I write to express my desire to fill the City Council vacancy caused by the resignation of Brigham Mellor. As you are aware, I have served for the past three and one-half years on the Farmington Planning Commission, acting as Chair since January 2018. This final year of my term as Planning Commissioner has flown by, and I am excited at the prospect of potentially continuing my service to Farmington City for at least one additional year. I present, for your consideration, this statement of qualifications and my personal vision for the City of Farmington.

Statement of Qualifications:

Having served since January 2015 on the Planning Commission, I have gained valuable experience administering Farmington's ordinances related to land use and development. I have also worked closely with Farmington City officials and staff, and have come to appreciate their expertise and dedication to the City. Further, in my legal career, I have advised clients navigating land use issues in other municipalities, and have studied and presented on laws that apply to public service, including the Open and Public Meetings Act and the Utah Public Officers' and Employees' Ethics Act. My professional experience helps me understand issues that will come before the City Council from the perspective of the City, as well as an applicant or citizen.

More broadly, I believe that my ability to critically analyze matters, understand and apply the laws that relate to public governance, and the value I place on creative problem-solving and collaboration will make me a positive contributor to the City Council. I have served on the board of a non-profit, the supervisory committee of a local credit union, and have volunteered in various community and professional organizations. These activities have given me experience with governance, financial management, and community betterment.

Vision for the City of Farmington:

I originally sought appointment to the Planning Commission because I wanted to be involved in my community and I recognize the value of a well-planned and developed city. Farmington continues to be a magnet for families and businesses that love our location and character. I want to see Farmington continue to grow in a measured and organized manner that preserves that character, helps our city to reach its economic potential, and allows Farmington to continue being a wonderful home for families of different shapes and sizes for years to come. My vision of Farmington is a city where young people, families, and seniors across the socioeconomic strata can find clean and safe places to live, work, shop, and play.

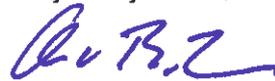
As a member of the City Council, my goal would be to help manage a financially-sustainable city that efficiently provides essential services, and offers quality recreational and arts opportunities that enrich the lives of our citizens. I would want to continue our tradition of building and maintaining first-rate public facilities and programs. Farmington must be sustained by balanced economic growth that produces adequate revenue for the City and economic opportunities for its people, without overwhelming the City and turning Farmington into a strip mall or office park.

As we work through Farmington's growing pains, I envision a City Council and staff that promote civility and unity across the City. We may not all agree on every issue, but I hope the community will see that we share common goals for the City and are committed to working together to achieve those goals. In my vision of Farmington, citizens have positive engagement with city government because they see City Council members present and involved in the community. I understand that this is an important part of service on the City Council.

If appointed to the City Council, I would be committed to serve for the full remaining term. I further commit to educate myself regarding every issue that comes before the Council, and to do my part to promote positive engagement with the community. I believe I would be an effective member of the City Council.

Thank you for your consideration.

Very Truly Yours,



Alex B. Leeman

Enclosure

PROFESSIONAL EXPERIENCE

Prince, Yeates & Geldzahler – Salt Lake City, UT

Shareholder, January 2016 – present

Associate, July 2015 – December 2015

- Commercial litigation legal practice with a focus on complex commercial disputes, employment law, real estate and land use litigation, creditors' rights, and malpractice defense.
- **Admissions:** Utah State Courts; United States District Court, District of Utah; Tenth Circuit Court of Appeals; Idaho State Courts; United States District Court, District of Idaho.
- **Memberships:** Utah State Bar; Idaho State Bar; American Bar Association Center for Professional Responsibility; J. Ruben Clark Law Society.

Van Cott, Bagley, Cornwall & McCarthy, P.C. – Salt Lake City, UT

Associate, May 2009 – June 2015

Summer Associate, May 2008 – August 2008

Monroe County Circuit Court, Division II – Bloomington, IN

Judicial Clerk for the Honorable Marc R. Kellams

May 2007 - April 2008

EARLY CAREER:

Lagoon Amusement Park – Farmington, UT

Business & Operations Manager, Entertainment Division

November 2002 – August 2006

- Responsible for the daily operations of the division, including hiring and managing a staff of over 60 year-round and seasonal employees. Developed division's policies and procedures.
- Prepared and administered an annual budget of over \$750,000.
- Other responsibilities included retaining and supervising independent contractors, coordinating with other company divisions, and directing marketing activities for the division.

EDUCATION

Indiana University Maurer School of Law – Bloomington, IN

Doctor of Jurisprudence, *cum laude*, 2009

Honors & Activities

- GPA: 3.46/4.00 (Top 20%); Dean's Honors (three semesters); Merit Scholarship, 2006-09.
- Indiana Law Journal – *Managing Editor*. Published in Vol. 84.
- Sherman Minton Moot Court Competition – *Quarterfinalist* and *Oral Advocacy Honors*, 2008.
- Extern to Hon. Sarah Evans Barker, U.S. District Court for the Southern District of Indiana.
- Student Affairs Fellow, 2008-09. Acted as an advisor and mentor to first-year students; conducted group academic enhancement sessions and one-on-one student counseling.

Brigham Young University – Provo, UT

Bachelor of Arts in Communications: Public Relations Emphasis, 2002

Honors & Activities

- GPA: 3.43/4.00; Robert E. Freed Scholarship, 2000.
- The Daily Universe & NewsNet – *Staff Reporter*, 2001.
- Vocal Point – *Member and Business Manager*, 2000-2002. Member of BYU's premiere 9-man contemporary a cappella group. Received "Hall of Fame" Award.

VOLUNTEER / CITIZENSHIP

Farmington City Planning Commission – Chair, 2018; Commissioner, 2015-2018.

Utah First Federal Credit Union – Supervisory Committee, Member, 2013-present.

Utah State Bar, Unauthorized Practice of Law Committee – Member and Co-Chair, 2013-present.

Utah High School Moot Court Competition – Volunteer Judge, 2014-present.

Legacy Music Alliance – Board Member, 2014-2018.

2002 Salt Lake Winter Olympic Games – International Client Services Division, 2001-2002.

Volunteer Church Representative – Church of Jesus Christ of Latter-day Saints, Croatia, 1997-1999.

AWARDS AND RECOGNITION

AV-Preeminent Rating – Martindale-Hubbell, 2017.

Utah Legal Elite: Civil Litigation – Utah Business Magazine, 2018.

Utah Legal Elite: Up and Coming – Utah Business Magazine, 2016-2017.

“Rising Star” in Business Litigation – Super Lawyers Magazine, Mountain States Edition, 2013-2018.

PUBLICATIONS AND PRESENTATIONS

Land Use & Zoning: Ethical Issues for Public Employees, Officers, and Attorneys
National Business Institute, June 2018

FDCPA Compliance in Utah
National Business Institute, June 2016 and June 2018

Discovery and Objections
Utah State Bar Young Lawyers Division, January 2018

The Law of Non-Competes in Utah: A Five-Part Series
www.utahemploymentlawreport.com, June 2017 through July 2018

Utah Employment Law: Ethical Issues for Employment Attorneys
National Business Institute, June 2017

Advanced Employment Law: Restrictive Covenants, Internal Investigations, and Ethics
National Business Institute, December 2016 and June 2015

Top 10 Bar Complaints and How to Avoid Them
Utah State Bar Summer Convention, July 2016

Sophisticated Deposition Strategies: Ethical Considerations
National Business Institute, November 2015

Dealing with a Bar Complaint: A Step-By-Step Approach
Thomson Reuters West LegalEdCenter, December 2013

The Ethics of Getting Paid: Fees and Expenses Under Model Rule 1.5
Thomson Reuters West LegalEdCenter, September 2013

Legal Ethics: Hot Topics and Current Events
National Business Institute, June 2013

TARRA MCFADDEN

1. WHY HAVE YOU SUBMITTED YOUR NAME FOR CONSIDERATION FOR THE APPOINTMENT TO THE FARMINGTON CITY COUNCIL?

Since January of 2017 I have served as the Recording **Secretary** for the Farmington City Council. In preparation for the meetings I study the packets and often do outside research so that I will be able to follow the discussion and convey a summary of the decisions made. Attending the meetings has helped me to understand the issues that the City contends with on a regular **basis**.

I have enjoyed the position and have realized that I am ready to be a part of the discussion. It was always a long-term plan to run for public office, but I am seizing the opportunity now because I have a strong understanding of the current concerns and needs of the City.

2. IF YOU ARE APPOINTED TO THE CITY COUNCIL, WHAT LEGISLATIVE ISSUES AND PRIORITIES ARE YOU MOST INTERESTED IN PURSUING?

I would like to continue the work of the Council to ensure that the West Davis Corridor is as aesthetically pleasing as possible and that the concerns of the residents related to noise, light, and pollution are mitigated.

I would like to study the impact of growth on our water needs and explore options to promote xeriscaping and other water conservation efforts.

I would like to be involved in regional efforts to plan for appropriate housing development to meet the challenge of a rapidly growing population. I have experience working on housing policy for vulnerable populations, so I have some background on this issue.

3. PLEASE SHARE WITH THE CITY COUNCIL YOUR PAST SERVICE TO THE CITY, EITHER AS AN APPOINTED VOLUNTEER, A COMMUNITY PROJECT PARTICIPANT, OR ANY OTHER CAPACITY.

I currently serve as the Vice President for Phase 3 in the Farmington Ranches HOA. This requires making decisions related to budgeting, landscaping, and enforcement of Covenants, Conditions and Restrictions. We are currently working to update and revise the existing CCRs for approval by the membership.

I have helped my community on a very local level by providing service to friends and neighbors. Friends of mine started the Paul Moore Foundation to assist a Farmington family with community and financial support after a cancer diagnosis. I volunteered for the Foundation's community 5K fundraiser, and wrote and edited press releases and

TARRA MCFADDEN

newsletter articles about the Foundation and the event. I have provided service through activities organized by my church, and as I have served in various leadership capacities within the church.

4. PLEASE DISCUSS YOUR ABILITY TO DEDICATE SUFFICIENT TIME TO THIS POSITION OF SERVICE.

My work with Salt Lake County is a part-time position with a great deal of flexibility. I work from home and have for the last 6 years. I have learned to balance work and home responsibilities and prioritize my time. I commit to being responsive to fellow Councilmembers, City Staff and constituents as I take on additional responsibilities for the City. I will make myself available for committee work, meetings, and other service opportunities.

Because of my position as the Recording Secretary I have been attending all public meetings and work sessions of the City Council for more than eighteen months. Additionally, I have time set aside in my schedule to complete the required preparation and produce the meeting minutes. I will be able to adeptly transition to the role of Councilmember.

5. WHAT IS YOUR FISCAL PHILOSOPHY? UNDER WHAT CIRCUMSTANCES WOULD YOU CONSIDER TAX INCREASES AND/OR BONDING?

I understand that although it is not the most glamorous work, one of the most important tasks of the council is to adopt and maintain a budget. The City is in a strong position financially because it has balanced multiple types of revenue with current and anticipated expenditures. I hope that the City can accurately forecast and minimize potential tax increases. That said, I am not opposed to increases necessary for the stability and solvency of the City.

Bonding is an important finance tool for large capital and infrastructure projects that we need now but may not have the cash on hand to execute. I support the issuance of bonds for necessary projects that benefit the City.

I have observed the City's budget process to be transparent with many opportunities for public comment and involvement. As a resident, I appreciate the City's balanced budget (as required by law), and the restrained use of its bonding ability.

TARRA MCFADDEN

801.726.3080



tce.mcfadden@gmail.com



1673 Country Bend Road
Farmington



linkedin.com/in/tcemcfadden



**MAYOR JIM TALBOT AND
FARMINGTON CITY COUNCILMEMBERS**

160 South Main Street
Farmington, Utah 840125

July 19, 2018

DEAR MAYOR TALBOT AND COUNCILMEMBERS,

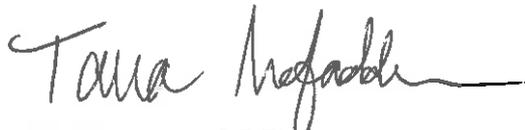
Please accept the following documents as application for the open City Council position. Enclosed you will find my Resume, Statement of Qualifications, Vision for Farmington City, and Declaration of Candidacy.

I have enjoyed living in Farmington for the past eight years with my husband and two daughters. I have provided service to friends, neighbors and served on our HOA Board.

I am eager to serve as a member of the Farmington City Council. I want to represent my neighbors in the important decisions our growing City will make in the coming years. I have long been interested in politics and civic engagement, and serving as a Councilmember would provide an opportunity to be influential at the most responsive level of government. I commit to being an accessible leader for all residents of Farmington and will support efforts to maintain transparency and accountability.

I look forward to speaking with you on August 7. Thank you for your service to the City.

Sincerely,



TARRA MCFADDEN

TARRA MCFADDEN

CONTACT

801.726.3080 

tce.mcfadden@gmail.com 

1673 Country Bend Road 
Farmington

linkedin.com/in/tcemcfadden 

EDUCATION

MASTER OF PUBLIC ADMINISTRATION

California State University,
Fullerton
2008 - 2010

BACHELOR OF SCIENCE, POLITICAL SCIENCE, SOCIOLOGY

University of Utah,
Salt Lake City
2000 - 2004

KEY SKILLS

Project Coordination and
Management

Program Planning and Budget
Development

Process Development and
Implementation

Grant Management and
Reporting

Training and Technical
Assistance

Research and Analysis

Technical Writing

PROFESSIONAL PROFILE

Committed leader with eight years of progressive employment in state and local government. Masters-level analytical, research, and writing skills with ability to evaluate and present complex issues and information in a concise and accurate manner. Career emphasis on housing and service programs, cross-sector coordination and planning, and funding alignment.

EXPERIENCE

CONTINUUM OF CARE COORDINATOR, MANAGEMENT ANALYST

Mayor's Initiatives and Special Projects / Salt Lake County / Jan 2017 - Present
Community Resources & Development / Salt Lake County / Jun 2014 - Jan 2017
Independent Contractor / Salt Lake County / Jun 2012 - Jun 2014

Coordinate all aspects of the annual Continuum of Care grant application process. This application provides approximately \$7 million of annual funding for local homeless housing and service programs.

- Maintain goal development tracking, calendaring and documentation for application
- Compile, analyze, organize and maintain background information and supporting documentation related to grant application
- Coordinate and review community project applications
- Develop and implement project evaluation criteria
- Advise the Ranking Committee which reviews proposals and establishes a priority order for funding
- Monitor federal contracts funded through the Continuum of Care process for compliance
- Keep apprised of federal rules and regulations regarding CoC and distill for public forums
- Create policies and procedures for homeless housing and services solutions
- Engage stakeholders to review community wide outcomes and plans for improvement

RECORDING SECRETARY

Farmington City / Farmington / January 2017 - Present

- Attend all Farmington City Council Meetings
- Review information and actions by the Council in advance of meetings
- Produce concise and informative meeting minutes

TARRA MCFADDEN

AFFILIATIONS

**FARMINGTON RANCHES
HOA**
Vice President, Phase 3

ALPHA KAPPA DELTA,
International Sociology Honor
Society

PI ALPHA ALPHA,
The National Honor Society for
Public Affairs and Administration

PI SIGMA ALPHA,
The National Political Science
Honor Society

PREVIOUS

**SALT LAKE COUNTY
SOCIAL SERVICES
ADVISORY COUNCIL**
Chair

EXPERTISE

Grants.gov

HUD Reporting Systems:
Sage, HDX, *E-snaps*

ZoomGrants

Microsoft Word, Excel,
Publisher, PowerPoint

Adobe Acrobat

EXPERIENCE - CONTINUED -

PROGRAM SPECIALIST: CONTINUUM OF CARE COORDINATOR
State of Utah / Salt Lake City / Jul 2010 – Apr 2012

- Coordinated statewide planning process between homeless service providers and Local Government Officials
- Provided technical assistance to local communities to qualify for Continuum of Care funding
- Provided training to facilitate compliance with Continuum of Care Directives
- Interpreted and analyzed information disseminated by HUD for Continuum of Care relevant issues
- Worked with the Salt Lake Homeless Coordinating Council and the Balance of State Continuum of Care in developing and implementing strategic initiatives for housing and service delivery

ASSISTANT TO THE EXECUTIVE DIRECTOR

California Association of Nonprofits, Los Angeles, CA / Oct 2006 – Oct 2008

- Assisted the Public Policy Director with legislative research and advocacy work
- Developed grant applications and created, coordinated and provided timely reports to funders
- Provided managerial support to CAN Board of Directors and three other advisory groups
- Coordinated quarterly meetings held throughout California, executed meeting logistics, compiled necessary documents, produced meeting minutes

PROJECT ADMINISTRATOR

Utah Homeless Management Information System (UHMS), Salt Lake City / Apr 2005 – Aug 2006

- Maintained working budget, monitored team progress to ensure that scopes of work for grants were met
- Completed grant applications to secure funding for future fiscal years
- Supported project steering committee by setting meeting agendas, organizing all meeting logistics, coordinating via telephone and email with committee members, and keeping meeting minutes

TARRA MCFADDEN

STATEMENT OF QUALIFICATIONS

My educational background and work experience provide a strong foundation that will enable me to begin my service with understanding and enthusiasm.

While obtaining my Master of Public Administration I excelled in courses related to Public Budgeting and Finance and State and Local Government Management. These courses provided a foundation that has been enhanced in my professional work.

For the past eight years, I have managed a collaborative grant process for local housing and service providers. I have demonstrated the ability to understand and communicate complicated topics to community stakeholders and gain consensus around planning efforts. The process has required making strategic decisions to remain competitive while evaluating community needs.

More recently, as Recording Secretary for Farmington City, I have attended all public meetings, studied staff reports and researched issues to accurately portray discussion and decisions made by the Council for the public record. I have been able to observe interactions between residents and City Officials and learn from committed City employees.

Working with the Mayor and Councilmembers, I will be a committed public servant that represents the residents of Farmington with a level-headed temperament seeking to balance immediate needs with long-term planning.

TARRA MCFADDEN

VISION FOR FARMINGTON CITY

As a leader for the City, I want citizens to feel encouraged by the public input process, whether this is through public hearings or communication with City leadership and staff.

I want to encourage community involvement and would introduce a grant program to provide neighborhoods opportunities for funds to support block parties, neighborhood cleanup or beautification projects, peer learning or neighborhood watch type activities.

I want to support and develop leadership within the community and would love to work with the Farmington Youth City Council. The City should provide scholarship opportunities for those that provide service to their community and demonstrate leadership.

I will work with the Mayor and other Councilmembers to maintain a sustainable balance between property, sales and income taxes. Farmington City has avoided debt while keeping tax levels low for residents and I will support continued fiscal responsibility.

I will be thoughtful and thorough as I consider zoning decisions and economic development opportunities for the City. I support the development of the business park as an important long-term effort to increase housing and employment opportunities regionally.

I am committed to keeping Farmington a great place to live for current residents and future generations.

DECLARATION OF CANDIDACY

(Non-Partisan)

☆☆☆☆☆☆☆☆☆☆

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

I, Jonathan C Shurtliff, being first duly
(Please print name as it is to appear on ballot.)
sworn, say that I reside at 891 Country Ln, City of
Farmington, County of Davis, State of Utah, that I am a registered voter; and that I wish to
submit my name for consideration in filling the interim vacancy in the office of City Council. I
understand that the Councilmember appointment made will be effective beginning August 21,
2018.

I further understand that I will be subject to an interview before the Farmington City Council in a
public meeting on August 7, 2018, beginning at 7:00 p.m. in the Farmington City Council
Chambers, 160 S. Main, Farmington, Utah.

I will meet the legal qualifications required of candidates for this office.

Jon Shurtliff
(Candidate Signature)

2018 Subscribed and sworn (or affirmed) to before me by DeAnn Carlile on this
day of July, 2018.

DeAnn P. Carlile
(Recorder/or other Officer Qualified to Administer Oath)

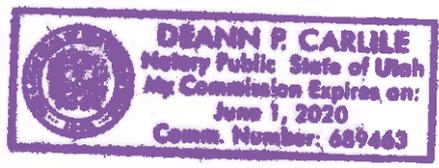
Qualifications to be a candidate are:

- (1) Be a United States citizen at time of filing.
- (2) Be a registered voter of the municipality.
- (3) Be a resident of the municipality or a resident of a recently-annexed area for 12
consecutive months immediately preceding the date of the election.
- (4) Not be a convicted felon, unless the right to hold elective office has been restored.

The following information would be helpful in contacting you:

E-mail: jon.shurtliff@gmail.com
Cell Phone: 801-529-7443

☆☆☆☆☆☆☆☆☆☆



Jon Shurtliff
891 Country Ln
Farmington, UT 84025
801.529.7443
jon.shurtliff@gmail.com

July 27, 2018

Dear Mayor Talbot, Members of the City Council and City Management:

As requested, below are my responses to your proposed questions:

1. Why have you submitted your name for consideration for the appointment to the Farmington City Council?

- Since moving to Farmington I have raised my voice on many of the issues affecting the city. I feel it is now time for me to be a more active participant in the continued development and execution of Farmington's long-term Master Plan. I am concerned that there is a growing divide between current residents and developers, especially when zoning changes are involved, and I would hope to encourage compromise and harmony between those parties. Finally, I feel a sense of duty to give back to the community and offer my talents and service to keep Farmington the amazing city that it is today.

2. If you are appointed to the City Council, what legislative issues and priorities are you most interested in pursuing?

- Protecting our growing city is my top priority. I don't want to stop development by any means, but I want all future development to be well planned and thought out. Reviewing and updating the master plan to match our current and long-term goals will be essential to success. Also essential will be to communicate this plan to our citizens so there is more buy-in and less surprises.
- Although the West Davis Corridor has been announced and is well underway, I still feel there is much the City Council can do to ensure this new highway can benefit our citizens and has the best possible outcome for our communities. Working closely with property owners and UDOT will be key to having a positive outcome for this new construction project.
- With the retirement of Dave Millheim, choosing our next City Manager will be a strategic priority of the Mayor and Council. I feel we need to hire someone who is willing to listen and respond to all property owners, both developers and current residents, and has the same core values of the citizens of Farmington.

3. Please share with the City Council your past service to the City, either as an appointed volunteer, a community project participant, or any other capacity.

- As HOA President of Farmington Creek Estates I managed the issues of a growing community and helped calm disputes between property owners. I was also able to serve as Caucus Precinct Secretary for multiple Neighborhood Caucus meetings. My most rewarding experience has come from serving and visiting the widows and elderly in my community, reminding me that civic service really is about the individual.

4. City Council members have the charge to represent the service delivery and quality of life issues of the residents of the City. Council members approach this duty in a variety of ways. In addition to the required City Council meetings, members of the Council, who are well engaged, often spend several hours per week working on city issues and consulting with citizens and staff. Please discuss your ability to dedicate sufficient time to this position of service.

- In my position at 3form I have full flexibility over my schedule. While I do travel on occasion, I set my own travel schedule and can work around City Council meetings and other community events. I have a very supportive family who are also very invested in the well-being of our community and encourage my involvement. I look forward to continued participation in city celebrations, studying current events, researching community issues, and actively communicating with our citizens.

5. What is your fiscal philosophy? Under what circumstances would you consider tax increases and/or bonding?

- My family has taken a strong stance on living within our means while avoiding debt and I believe all governments should do the same. Creating and following a city budget is essential to the greatness of our city. I believe bonds should be a tool used for a specific purpose and specific return on investment (the new Gym and Park is a good example) and that the voice of the people should help dictate when bonds are issued and approved. Raising taxes should never cover a shortfall, but should only be used as a tool which benefits all constituents and is agreed upon by the overwhelming majority.

Sincerely,

Jon Shurtliff

Jon Shurtliff
691 Country Ln
Farmington, UT 84025
801.529.7443
jon.shurtliff@gmail.com

July 20, 2018

Dear Mayor Talbot, Members of the City Council and City Management:

I would like to submit my name for consideration of the vacant City Council position.

Statement of Qualifications:

I received my education at Brigham Young University with my Masters of Business Information Systems and feel I can provide a unique perspective from my experience in business, systems, and process management. As a consistent leader at 3form, I have empowered growth and stability over my 15 year career and understand the importance of professionalism, hard work, negotiation, empathy, and compromise.

Since moving to Farmington I have served as HOA President and Caucus Precinct Secretary and closely followed the issues of city growth and development. I raised a strong voice to both local and state organizations regarding the West Davis Corridor and heavily attended all public hearings throughout the EIS process. I was also deeply involved with citizen sentiment and an active participant in the following issues over the last seven years:

- Farmington Park Development
- Canyon Creek Elementary Boundary Decision
- Farmington High Development and Sidewalk Situation
- The Bangerter Farm Protection Act

My greatest joy and sense of accomplishment has come in raising my family in Davis County. I feel a sense of responsibility to continually provide an environment and community for decades to come where others, including my posterity, can enjoy these same benefits and amenities.

Vision for Farmington:

As a member of the City Council, I would encourage continued growth within the bounds of the Master Plan while making modifications as necessary according to the voice of the people and the rights of the property owners. As Farmington city grows I feel it is the duty of developers, citizens, and the local government to all contribute to continuous improvements via building, maintaining, and enhancing both public and private lands and facilities. I understand the Council's solemn responsibility to oversee this process and to keep harmony amongst all the stakeholders involved.

I am a firm believer in the property rights of owners - both established residents as well as developers. I feel that a change in zoning or ordinances should represent the best interest of both the owner of the property in question as well as the adjacent property owners who made decisions based on the current zoning and ordinances.

My family has taken a strong stance on living within our means while avoiding debt and I believe all governments should do the same. Creating and following a city budget is essential to the greatness of our city. I believe bonds should be a tool used for a specific purpose and specific return on investment (the new Gym and Park is a good example) and that the voice of the people should help dictate when bonds are issued and approved. Raising taxes should never cover a shortfall, but should only be used as a tool which benefits all constituents and is agreed upon by the overwhelming majority.

A complete vision of Farmington must include maintaining its beautiful neighborhoods, parks, trails and outdoor venues, which I have heavily enjoyed as an avid runner and biker. Maintaining and improving upon these assets is a top priority for me and I feel we must continue to allocate the necessary resources, both via city financing and citizen involvement, to provide these benefits for citizens of Farmington and visitors alike.

As a resident of Farmington for over seven years, I have come to love the diverse citizens and landscapes of our city and hope to become an active contributor to its continued growth and success. I would welcome the opportunity to join the City Council in serving our great community.

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read 'Jon Shurtliff', written in a cursive style.

Jon Shurtliff

Jon Shurtliff

891 West Country Lane, Farmington, Utah 84025
801.529.7443 jon.shurtliff@gmail.com

Experience

3form Salt Lake City, Utah

Vice President, Information Technology:

March 2018 -- Present

- Collaborated on Corporate Vision and Strategy as a Member of the Executive Leadership Team.
- Lead Implementation Team for ERP change over of newly acquired regional division.

IT Director:

September 2003 - February 2018

- Directed IT Department overseeing teams of Network Administrators, Web and Java Programmers, Help Desk Associates, and Order Engineers.
- Architected IT Infrastructure from the ground up, adapting the Systems of a \$7 million company into supporting \$115 million of annual revenue.
- Lead the IT integration of four acquisitions, one international, including the consolidation of ERP Systems, websites, and overall IT Systems.
- Grew a one-man department into a 15-man team while maintaining very high retention rates, sustaining company-best employee satisfaction, and establishing a strong and positive culture.
- Architected and oversaw the build-out of 3form's web-based Customer Relationship Management tool for nationwide sales force and internal customer service teams. This tool was then fully integrated with the existing ERP system for a seamless flow through manufacturing and accounting systems.
- Oversaw migration of entire network architecture from physical servers to a VMware environment, including a fully redundant offsite Disaster Recovery Plan
- Transitioned corporate email system from Exchange to Google Apps, reducing administrative costs and downtime while increasing redundancy, collaboration, and user satisfaction.
- Took over management of Order Engineering Department and automated its processes to reduce headcount by 65% even while company revenue doubled.

Mr Mac Orem and Taylorsville, Utah

September 1999 – August 2003

Men's Clothing Salesman and Programmer

- Assistant Manager and Top Sales Associate.
- Applications Programmer.

Education

Masters of Information Systems Management Provo, Utah

June 2003

- Brigham Young University – Marriott School of Management
- Graduate GPA: 3.95

BS Management Information Systems Provo, Utah

August 2002

- Brigham Young University
- Minor in Spanish.

Skills

- Proven judge of character and team builder.
- Very skilled in managing Vendor Relationships in order to maximize ROI and ensure smooth Systems build-outs and transitions.
- Sound understanding of overall business operations and able to automate and enhance business operations and processes throughout the organization.
- Fluent in Spanish.

Other Experience

HOA President - Farmington Creek Estates

August 2012 - September 2013

Precinct Secretary - Farmington Neighborhood Caucus Meetings

February 2012 - March 2014

The Church of Jesus Christ of Latter-day Saints - Connecticut Hartford Mission

May 1997 – June 1999

CITY COUNCIL AGENDA

For Council Meeting:
August 7, 2018

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from July 17, 2018
2. Mountain View Subdivision Final PUD Master Plan
3. Resolution Advocating all Secondary Water Suppliers to Require Meters
4. Resolution Approving the Form of the Lease/Purchase Agreement with Zions Bank (Airpacks & Streetsweeper)
5. Out of State Conference Request

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

FARMINGTON CITY COUNCIL MEETING

July 17, 2018

WORK SESSION

Present: Mayor Jim Talbot; Councilmembers Brett Anderson, Rebecca Wayment, Brigham Mellor, Doug Anderson, Cory Ritz, City Manager Dave Millheim, Assistant City Manager Keith Johnson, City Development Director David Petersen, City Planner Eric Anderson, City Engineer Chad Boshell, Water Superintendent Larry Famuliner, Chief Guido Smith, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

CALL TO ORDER:

Mayor **Jim Talbot** called the meeting to order at 6:11 p.m.

Salt Lake Chamber: Housing Affordability

Brynn Mortensen, of the Salt Lake City Chamber, introduced herself and her organization noting that the Chamber is engaged in public policy throughout the state. She discussed the findings of a study by the Kem C. Gardner Institute which was commissioned by business leaders related to housing availability and affordability. **Brynn Mortensen** noted that Utah currently has more households than housing units and costs are 20% higher than comparable cities (Boise and Phoenix). If the trend continues, the median home value in Utah will be \$700K and 1/5 of Utahans will be spending 50% of income on housing. Spending 30% of income on housing is considered affordable. **Brynn Mortensen** highlighted compounding concerns as our unique topography, zoning trends and NIMBYism, and increased construction and labor costs. She said that much of the population growth is not people from out-of-state moving to Utah, but a steadily high birth rate.

The Salt Lake City Chamber has created the Housing Gap Coalition as an attempt to impact the housing affordability issue before it becomes a crisis. They are working on a public awareness campaign with the Utah League of Cities and Towns. The Salt Lake City Chamber will have a social media campaign. They are meeting with city leaders across the Wasatch Front to understand their concerns. They are encouraging communities to update their housing plans.

Brigham Mellor said that he was concerned about the referendums on housing and land use decisions. He stated that city leaders understand the housing issues and want to address it responsibly, but residents are upset about density and make accusations about city leaders siding with developers.

Dave Millheim noted that the housing crisis is not a Farmington problem, but that it is regional and statewide. He said that if careful planning is not done the economic engine will be killed since businesses will not be able to recruit or retain employees. As children grow up, they will not be able to live close to home as they will be unable to afford housing. He appreciated the efforts of the Chamber related to public education. **Brett Anderson** suggested an article in the newsletter about the housing shortage would be a good first step. **Jim Talbot** said that with land at a premium, developers are paying so much for property that they want to be able to build

multi-family housing. He recognized that residents have been upset about zoning and supports efforts to educate residents about the impacts of the housing shortage.

Firework Issue

Jim Talbot asked **Todd Godfrey** to research the City's options for fireworks restrictions. He determined that an outright ban would have to have been instated prior to May 1 with notifications to the County and findings of historical danger. **Jim Talbot** said the case may be made for the hill side areas, but not for the rest of the City. He noted that the individual that caused the fire around July 4th disobeyed the law. He said that it was important not to have a knee-jerk reaction and urged the Council to be sensible and open-minded in discussions.

Dave Millheim noted that there are many concerned citizens about fireworks. He suggested that an outright ban may be illegal and next to impossible to enforce. In the staff report he tried to summarize citizen concerns with options and discussion points. He highlighted that the largest concern and risk is the hill side. He agreed that the restriction line is confusing.

Road Maintenance

Chad Boshell noted that Staker Parsons provided the winning bid for upcoming road construction. He noted that the City can increase the amount of work being done because of funding available from the utility fee. The crews will begin the work a few weeks after the award.

Dave Millheim said that they are increasing the work done and hope that residents see the increased work and understand it is related to the utility fee. **Doug Anderson** asked if businesses were supportive of the utility fee. **Dave Millheim** noted that since the passage of the fee, he has had no further meetings or complaints with business owners. He said that it was hard to argue with the logic of the fee based on trip generation which makes it as equitable as possible.

Makin Minor Subdivision Schematic Plan - 641 W Glovers Lane

Eric Anderson noted that approval of the Makin Subdivision item requires a vote of not less than four Councilmembers as it would include approval of a TDR. **Brett Anderson** noted that he would be recusing himself from the vote as his client owns the subject property.

Festival Days Parade

Councilmembers briefly discussed citizen concerns related to saving spots for the parade. The Council will discuss possible solutions prior to next year's parade.

REGULAR SESSION

Present: Mayor Jim Talbot; Councilmembers Brett Anderson, Rebecca Wayment, Brigham Mellor, Doug Anderson, Cory Ritz, City Manager Dave Millheim, Assistant City Manager Keith Johnson, City Development Director David Petersen, City Planner Eric Anderson, City Engineer Chad Boshell, Water Superintendent Larry Famuliner, Chief Guido Smith, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

CALL TO ORDER:

Mayor **Jim Talbot** called the meeting to order at 7:00 p.m.

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

The invocation was offered by **Doug Anderson** and the Pledge of Allegiance was led by **Rebecca Wayment**.

Jim Talbot noted that the July 17 meeting was **Brigham Mellor**'s last meeting as a City Councilmember.

PUBLIC HEARINGS:

Jim Talbot reviewed the rules of the Public Hearing and asked those commenting to be respectful and concise.

Zone Text Amendment- Side Loaded Garages in Conservation Subdivision

Eric Anderson presented the information from the staff report. He noted that a garage entrance positioned at the front of the house requires a 30 foot setback, and if the garage is flush or recessed, the setback is 20 feet. The intent of the ordinance is to keep garages from being the focal point of the home. On a side loaded garage, the portion of the garage that faces the street looks like part of the home. An applicant requested an update to the ordinance for conservation subdivision. **Eric Anderson** said that there are several alternative motions in the staff report, a straight denial and those with special exceptions. He noted that 2A was the recommendation of the Planning Commission.

Mayor Jim Talbot opened the public hearing at 7:08 p.m.; with no one signed up to address the Council on the issue, he immediately closed the public hearing.

Motion:

Brigham Mellor moved that the City Council approve the enabling ordinance enclosed in the staff report amending Section 11-12-090 of the Zoning Ordinance. **Cory Ritz** seconded the motion which was approved unanimously.

Makin Minor Subdivision Schematic Plan - 641 W Glovers Lane

Eric Anderson shared that on March 6, the City Council approved a zone text amendment that allows for the use of the TDR process in cases of blight. He said that the City does not have to

define blight as the State has outlined definite standards for blight. He said that the intent of the amendment was to incentivize cleaning up blight. **Jerry Preston** is the applicant and is requesting a four-lot subdivision. The yield plan would only allow for one lot, but with 3 TDR lots he would be able to complete the project as presented.

Eric Anderson noted that the Planning Commission approved the schematic plan. Their first meeting discussed whether it was necessary to have a finding of blight at the schematic plan stage. Eric Miller, the City's building official, went through the subject property and contributed to the staff report a letter stating that the property would likely qualify for blight as defined by state code. The Planning Commission also discussed if a single home was the best use for the property and determined that four-single homes would be a good use of the property. **Eric Anderson** reiterated that approval requires the affirmative vote of four Councilmembers because of the TDR approval.

Jerry Preston, 177 North Main Street, Farmington, is the applicant and represents the property owners. He gave some history about the original home on the site that had to be torn down and was replaced with the current modular home that has since fallen into disrepair. He said that to make the project financially feasible he wants to be able to build four homes. This would cover the costs of demolition. If the project does not move forward, the owners have considered seeking a commercial zoning for the property. He said that the homes would be on smaller lots (approx. 9300 square feet) and noted that there is a house south of the property on a similar sized lot. He referenced the work session presentation by the Salt Lake City Chamber about affordable housing and said smaller lots are more affordable. He suggested these homes would be good for empty nesters looking to downsize with minimal lot maintenance. He said that the high school across the street has changed the area and that the property is now on an arterial road. He stated that larger lots would not be saleable.

Mayor Jim Talbot opened the public hearing at 7:18 p.m.

Emma Darling Gardner, 601 West Glovers Lane, said that she lives near this property and that all the surrounding properties are one-acre lots. She has lived there her whole life with the large lot sizes. She asked that if the project is approved a privacy fence be required for the benefit of existing residents. She is not happy about this project, but recognizes the property is currently a mess.

Mayor Jim Talbot closed the public hearing at 7:19 p.m.

Brett Anderson recused himself from discussion and voting on the matter as his client owns the subject property.

Brigham Mellor said he understands the history of the property. He acknowledged that the area is changing and that building new on an acre site may not be the right solution. He said that the lot sizes are similar to the development on Glovers that he supports the proposal to address blight conditions and build a better-looking product that will fit the neighborhood.

Doug Anderson said that the current property is an eyesore and that pursuing a commercial option would be the wrong fit. He was supportive of the proposal as a good solution to the current problem.

Rebecca Wayment referenced the original discussion of blight and said that they discussed if neglect qualifies as blight. She is concerned that allowing for a change from one lot to four lots may set a precedent or incentive property owners to be negligent, so they could request higher density zoning.

Cory Ritz said as he evaluated the options and findings of the conditions he considered whether it was enough for him to be supportive of the TDR to allow for four lots. He said that the property was in worse condition years ago and that it is disheartening to see things in the current state. He shared that a single-family home on the corner is not feasible and that he does not want to see commercial creep into the area. He determined that the City and the neighborhood would benefit from this proposal and suggested that a sixth condition be added to require a privacy fence out of fairness to existing property owners.

Doug Anderson said that he would be supportive of the requirement for a fence and supported the proposal to improve the property.

Motion:

Cory Ritz moved that the City Council approve the schematic plan for the Makin Minor Subdivision subject to all applicable Farmington City development standards and ordinances and the Findings for Approval 1-6. **Doug Anderson** seconded the motion. Councilmembers **Cory Ritz, Doug Anderson, Rebecca Wayment** and **Brigham Mellor** voted in the affirmative. Councilmember **Brett Anderson** abstained.

Findings for Approval

1. The applicant must obtain special exception approval for the additional TDR lot;
2. The applicant must perform a blight study, as defined and consistent with state code, and the City must establish a finding of blight prior to final minor subdivision consideration;
3. The applicant shall obtain approval of the 3-lot TDR by a vote of not less than four (4) City Councilors at final minor subdivision or after a finding of blight has been approved, whichever comes first;
4. The applicant shall amend the schematic plan to show the corrected 650 West right-of-way;
5. The applicant shall provide the sizes for sewer, storm drain, and water lines on final plat.
6. The applicant must construct a privacy fence along the east edge of the development (covering all four lots).

Dave Millheim clarified that the developer still must comply with all the requirements of the TDR and that this is just the first step in approval. **David Petersen** addressed concerns about “demolition by neglect” and that it is different from a finding of blight. Demolition by neglect

can be avoided through code enforcement. **Rebecca Wayment** said that she has had property owners approach her and suggest that their property is blighted. **Eric Anderson** said that the amended ordinance only allows for the property owner to ask for a TDR, but that the Council still retains discretion.

Adamson Rezone - 1234 Glovers Lane

Eric Anderson presented information from the staff report about a request for a rezone at Glovers Lane and Shirley Rae Drive. It is currently zoned AA and is south of the WDC and development restriction line. The applicant desires a lot split for a yield of two lots, but this is not allowed under AA which requires minimum lot size of 10 acres. With an A zone, he could get two lots with a TDR. The rezone only increases density by one unit and does not significantly impact storm water. The applicant will be required to improve Glovers Lane and Shirley Rae Drive. The Planning Commission felt that the improvement of the street was worth the additional density. The DRC's concerns could be addressed apart from storm water. The staff report includes an alternative motion to deny as it does not comply with general plan and inconsistent with surrounding areas.

Applicant **Scott Adamson**, 940 Windsor Lane, Bountiful, said that Davis County has constructed sewer lines down Shirley Rae Drive. He intends to build two homes comparable to those on Shirley Rae Drive.

Mayor Jim Talbot opened the public hearing at 7:40 p.m.; with no one signed up to address the Council on the issue, he immediately closed the public hearing.

Brigham Mellor asked if the property was below the 4218 line. **Eric Anderson** said that it is below 4218 and the property is very low. He noted that the storm water will have to be addressed as the project moves forward. **Eric Anderson** referenced the Eagle Cove project and that the water table was high and there was no place for outflow, the applicant will have a similar challenge with storm water mitigation. **Chad Boshell** noted that the applicant will not be able to build until the sewer connection has been established. He would also have to comply with all requirements to obtain a building permit and would have to obtain a no-rise certification.

Jim Talbot asked if the action was premature and wondered if the action should be tabled until the utilities are established. **Eric Anderson** clarified that the rezone is a separate action from the lot split; the applicant would still have to submit a subdivision application and pursue a TDR for a lot split to be granted in the future.

Motion:

Doug Anderson moved that the City Council approve the enabling ordinance in the staff report amending the zoning map for 2.17 acres of property, as defined by parcel identification number 080820006, located at 1234 W. Glovers Lane, from an AA (Agricultural Very Low Density) zone to an A (Agriculture) zone, subject to all Farmington City ordinances and development standards. **Brett Anderson** seconded the motion which was approved unanimously.

Findings for Approval:

1. While the requested rezone is inconsistent with the General Plan, the applicant is only requesting one additional unit of density beyond what the ordinance currently allows.
2. With the exception of the storm water, all of the issues raised by the DRC and Planning Commission during their review of the Owl' s Landing Subdivision can be mitigated; and the potential storm water issues are not likely to be significant because of the two-lot subdivision.
3. The improvement of Glovers Lane that will be part of any future subdivision applications will benefit the City because with the opening of the new high school, staff is anticipating that there will be an increase of traffic on 1525 West, 1100 West, 650 West, and Glovers Lane.
4. The requested rezone would allow for lot sizes that match other adjacent neighborhoods north and east of the area that have previously been subdivided.

Street Vacation Request-1875 N between 1075 W & US89

David Petersen said that as required by public notice protocols this item was posted in the local newspaper and noticed as a public hearing. **David Petersen** noted that there is a power line under the right of way and so he recommended that, if approved, the City Council include language related to an easement for public utility use and city infrastructure within the right of way.

Mayor Jim Talbot opened the public hearing at 7:50 p.m.; with no one signed up to address the Council on the issue, he immediately closed the public hearing.

Motion:

Brigham Mellor moved that the City Council approve the ordinance enclosed in the staff report vacating 1875 North Street between 1525 West and US 89 subject to the terms of the sale of this land (previously agreed to by the City and the applicant) with the condition that a public utility use and City infrastructure easement be created within the R.O.W. and Findings for Approval 1 through 5.

Rebecca Wayment seconded the motion which was approved unanimously.

Findings for Approval

1. Although the right-of-way exists "on paper" no asphalt, curb & gutter, etc. exist on what was once used as a street.
2. Dr. Brian Call desires to construct an office building and establish his dentist practice south of the Russon Brothers Mortuary.
3. On February 7, 2017 the City re-zoned his property to N MU, and the zone change was subject to, among other things, that the applicant obtain approval to vacate the above referenced r.o.w. prior to or concurrent with conditional use and site plan approval for his proposed building.

4. The applicant is now preparing his conditional use/site plan application for consideration by the Planning Commission. Prior to this the Board of Adjustment approved a variance related to the placement of the southwest corner of the proposed structure.
5. The applicant worked with the City Manager and received approval from the City Council to acquire and incorporate the r.o.w. property as part of his site.

NEW BUSINESS:

General Plan Amendment - Bridge Feasibility Study

Eric Anderson said that the City was awarded a Transportation and Land Use Connection (TLC) grant through the Wasatch Front Regional Council (WFRC) to perform a bridge feasibility study for an east west connection in the Park Lane area. Fehr & Peers Engineers performed the study and produced several alternative options to be considered. The final record of decision and environmental impact statement for the West Davis Corridor indicated that UDOT has allocated funds for a portion of the pedestrian bridge over Park Lane. When UDOT is ready to move forward with the project, the City now has plans to show them with associated costs. This will help the City achieve the best outcome. **Eric Anderson** noted that the action to be taken is to adopt the feasibility study as part of the Master Transportation Plan as an addendum to the General Plan. The Planning Commission unanimously recommended approval.

Jim Talbot asked if UDOT was aware of the feasibility study. **Eric Anderson** said that UDOT was part of the steering committee that reviewed the study and have had had the opportunity to be involved and provide feedback; UTA and the County were also involved in the committee.

David Petersen reiterated that UDOT has only demonstrated half of the funding for the pedestrian bridge. He noted that having the study done will expedite securing additional funding as the alternatives have already been studied. **Dave Millheim** said that it was a good idea to adopt the study as part of the General Plan and will strengthen the City's position as the project moves forward.

Amy Shumway, 1178 Frontline Way, has been heavily involved in the process. She noted that when the pedestrian bridge was first discussed, the UDOT representatives quickly proposed three options and wrote them up. At the time of those initial discussions only 5.5 Million dollars had been allocated for the bridge (less than half). When the proposal to build the bridge on the South side of Park Lane was first considered, **Amy Shumway** contacted Senator **Stuart Adams** with a request for an additional 11 Million dollars for the project to be completed. **Amy Shumway** noted that Senator Adams said he was "on it" and would work with other leaders and UDOT to get the total project funding allocated.

Motion:

Doug Anderson moved that the City Council amend the General Plan adopting the Farmington Linkage Study as an appendix to the Farmington City Master Transportation which is an element

of the General Plan, subject to all applicable Farmington City ordinances with Findings for Approval 1 through 4.

Rebecca Wayment seconded the motion which was approved unanimously.

Findings for Approval

1. The proposed Bridge Feasibility Study will help guide the City in the future towards developing infrastructure for a safe means of moving pedestrians east to west in the Park Lane area.
2. The proposed Bridge Feasibility Study will better situate the city in locating and acquiring funding sources for bike and pedestrian paths, and related infrastructure.
3. The proposed Bridge Feasibility Study will guide and inform the City in future decisions regarding all modes of transportation.
4. By codifying the Bridge Feasibility Study and adopting it as part of the General Plan, the City is setting a standard, being proactive, and making a commitment to active transportation, which is growing in popularity and being demanded at ever increasing levels.

OLD BUSINESS:

Results of Fiber Survey

Dave Millheim noted that this item was initially discussed in a work session some months ago. **Roger Timmerman** from UTOPIA will be presenting the results of the survey conducted among Farmington residents. **Dave Millheim** said that the Council does not have to act immediately, but the success of the business park will be contingent on fiber connections.

Roger Timmerman, 5858 South 900 East, Murray, presented the results of the fiber survey. He introduced Kim Kinley, Marketing Officer. He said that the survey received 600 responses, which is a good sample size for the City. He discussed the history of UTOPIA acknowledging that the initial startup had significant financing issues but said that in 2009 UIA was created and has been financial strong since then. The survey results indicate that residents believe it is very important to have internet access, but they are only somewhat satisfied with their current providers. They are paying approximately \$51-\$80 a month with download speeds between 25-100. They believe they are currently signed up with the most reliable connection. Almost ninety percent of respondents said that City should get involved in supporting fiber connections. UTOPIA services would provide download speeds of 250 Mbps for \$65 per month. **Roger Timmerman** said that if the City were to offer UTOPIA services to residents that at least 60% of residents would sign-up. He noted that residents could pay monthly or buy the connection up front and only pay for service monthly, but that most customers finance the connection over time.

Roger Timmerman explained that if more than 30% of residents signed up for service, the City's portion of the debt would be repaid. He stated that he had no doubt that the project would exceed the needed take rate. **Brigham Mellor** suggested pre-signups to mitigate risk. **Cory Ritz** asked if there were examples of a city not meeting the necessary take rate, and **Roger**

Timmerman noted that it has not happened since 2009. **Roger Timmerman** said the users of the service are very happy, and the decision to pursue or not to pursue tends to be political rather than financial. **Brett Anderson** asked if the City would ever be free from risk. **Roger Timmerman** noted that it is a 25-year bond, which can be paid of early at a cost savings to the city, and cities have increased in property values, but there is always some risk. **Cory Ritz** asked about the timeline for implementation and was told that building the infrastructure would take approximately one year to 18 months.

Dave Millheim suggested that other providers may also be interested, and that the Council could direct staff to issue an RFP for fiber services to evaluate all opportunities for the City. The Council was supportive of this direction and **Dave Millheim** committed to bringing the RFP and additional information back to the Council at a future date.

NEW BUSINESS:

Benchland Water Restrictions

Water Superintendent **Larry Famuliner** said that the City passed an ordinance for an emergency water plan due to low snow pack. Benchland Water District started using the snowpack in May to cover water needs which is much earlier than the typical late June use.

On July 3, Benchland held an emergency meeting and instituted watering restrictions between Saturday at 8am and Monday at 8 am. They committed to provide an initial warning, but then start issuing fines to residents watering during restricted times.

Dave Millheim noted that the Council was not been asked to act, but he wanted them to be aware of the impacts. **Larry Famuliner** noted that the reduction of water use over the weekend was 17.5% but that is only half of the reduction that Benchland is looking for. **Doug Anderson** noted that because of the confusion about who was served by Benchland vs. Weber Basin, Weber Basin likely benefited from reduced usage as well. **Dave Millheim** noted that the City parks are on Weber water and the City needs to be a good example. He does not want people to assume that they are able to use culinary water for landscape needs because it will then be a challenge to meet culinary needs. He noted that Benchland did not do a very good job in communicating and that the follow-up and enforcement will continue to be a challenge through the coming months. **Larry Famuliner** said that buying additional water is not feasible and further restrictions may be needed. He said that turf is resilient, so water needs to be prioritized for bushes and trees.

Brigham Mellor noted that when Weber Basin installed meters he would get a statement about water usage and was able to adjust. **Larry Famuliner** suggested that the Council require new developments install a water meter to encourage conservation.

Dave Millheim said that the new water tank would be filled and functional in 4-5 weeks once it is cleaned, filled and tested and the operating permit is secured. There are current efforts at the Old Farm property to establish a new well.

FY2019 Road Maintenance Project- Staker and Parson Companies

Chad Boshell noted that with the passage of the street utility fee, the City can double the amount of road maintenance typically done in the summer. The FY2019 Road Maintenance project received several favorable bids which were lower than anticipated and the staff recommend contracting with Staker & Parson Companies.

Motion:

Cory Ritz moved that the City Council approve the contract and bid from Staker & Parson Companies for the construction of road maintenance improvements in the amount of \$1,410,521.90 to be paid from the street maintenance fund.

Doug Anderson seconded the motion which was approved unanimously.

Recruitment Process for New City Manager

Jim Talbot asked the City Council to be heavily involved in the plan to recruit a new City Manager. **Dave Millheim** said that he sent a message to the Utah City Manager's Association that a formal announcement would be forthcoming. **Dave Millheim** outlined the process and suggested that the Council should let him know how they want to be involved. He said that current City staff will be involved but that the Mayor and Council have the final say. **Jim Talbot** asked **Holly Gadd** to reach out to the Council about time commitments as the process should be started soon so that the final decision is made before the holidays.

Hillside Fire Report

Jim Talbot noted that discussion about this item took place in the work session and that there is a time crunch to make a recommendation and get information out prior to the July 24th holiday. **Brigham Mellor** said that the line should be clear and suggested Main Street to 200 East was a reasonable demarcation.

Chief **Guido Smith** said that new regulations are tough to enforce as people need time to acclimate and said that any planning done now is better for next season. He said that in 2005 the restriction zone was 200 East/Main Street and it was reassessed in 2012 based on eight specific criteria. He said his staff completes a door to door campaign to educate residents about the boundaries. He said they respond to 50-70 calls a year about fireworks and must increase dispatch and fire staffing to be able to address the calls.

Dave Millheim said that the consensus was to not make changes for this year and ask that **Guido Smith** bring a recommendation related to a revised restriction line early next year.

Discussion of Potential Ambulance Purchase

Guido Smith said that the ambulance stays busy and an additional vehicle is needed. The funds are available through the ambulance enterprise funds, and although purchasing one this year is ahead of schedule, the City would save money by purchasing the demonstration model that has been recently evaluated. The truck costs \$153,521 by itself and with the gurney system (which helps prevent injuries) comes to a total of \$189,521.

Motion:

Doug Anderson moved to direct staff to purchase the demonstration ambulance and gurney system from the Ambulance Enterprise Fund in the amount of \$189,521.

Rebecca Wayment seconded the motion which was approved unanimously.

SUMMARY ACTION:

1. Approval of Minutes from June 19, 2018
2. Davis County Dispatch Agreement
3. Surplus Property- Trucks
4. Improvements Agreement with Lance and Lisa Drollinger

Rebecca Wayment moved, with a second from **Doug Anderson**, to approve summary action item 1 through 4 as contained in the staff report.

The motion was approved unanimously.

GOVERNING BODY REPORTS:

City Manager Report

Dave Millheim asked that the Council review the staff reports for the Police and Fire Monthly Activity Reports for April and May and Building Activity Report for May.

Dave Millheim relayed a request to use the DRC and Economic Development Subcommittee to meet and come up with a proposal that will gain City Council approval from a developer whose project was denied. The subject property is located across from the Legacy Events Center and south of the Avenues at the Station development. **Dave Millheim** indicated that the process of meeting with the committee would be discussion only and would not be a binding agreement. **Rebecca Wayment** asked if the developers were required to wait for one year to reapply, and **David Petersen** clarified that the limit only applies to rezone applications.

Jim Talbot said that he was not supportive of the subcommittee use in that way because it takes away from discussions that the staff are able to have with the developer and that the request was too open-ended with the expectation that the City design the project for the developer. **Brett Anderson** said that he felt like they were explicit in issuing the denial noting that the Council did not like the height of the project or the density. **Doug Anderson** said he felt the same way. **Dave Millheim** said that he had enough direction to move forward.

Dave Millheim asked for two volunteers to address some of the challenges that the City is having with the cost related to sidewalks near the high school funded through the TIGER grant. **Cory Ritz**, **Rebecca Wayment** and **Jim Talbot** agreed to support staff in getting the issues resolved.

Mayor Talbot & City Council Reports

Councilmember Cory Ritz

Cory Ritz said that mosquitos containing West Nile Virus have been identified so fogging will increase and residents are encouraged to wear long sleeves and bug spray. Twenty states have tested positive for the virus, but no deaths have been reported.

Cory Ritz asked that there be a study or evolution done to review how water supplies are being impacted by buildout of the City. He acknowledged that the region may be experiencing a long-term drought and wants to avoid being unable to supply culinary water to residents and businesses.

Councilmember Doug Anderson

No updates to report.

Councilmember Brett Anderson

No updates to report.

Councilmember Brigham Mellor

No updates to report.

Councilmember Rebecca Wayment

No updates to report.

Mayor Jim Talbot

Jim Talbot asked that the City Council consider **Amy Shumway** for appointment to the Planning Commission.

CLOSED SESSION

Motion:

At 9:48 p.m., **Cory Ritz** made a motion to go into a closed meeting for purpose of **potential litigation, property acquisition, and character and competency of an employee**. **Brigham Mellor** seconded the motion which was unanimously approved.

Sworn Statement

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

Jim Talbot, Mayor

Motion:

At 10:08 p.m., a motion to reconvene into an open meeting was made by **Brett Anderson**. The motion was seconded by **Doug Anderson** which was unanimously approved.

Motion:

Brett Anderson moved that the City Council approve the appointment of **Amy Shumway** to the Farmington City Planning Commission.

Doug Anderson seconded the motion which was approved unanimously.

ADJOURNMENT

Motion:

At 10:09 p.m., **Brett Anderson** moved to adjourn the meeting.



F A R M I N G T O N C I T Y

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
BRIGHAM MELLOR
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, City Planner

Date: August 7, 2018

SUBJECT: **MOUNTAIN VIEW SUBDIVISION FINAL PUD MASTER PLAN**
Applicant: **Randy Rigby**

RECOMMENDATION

Move that the City Council approve the final PUD master plan for the Mountain View PUD Subdivision, subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant shall enter into a development agreement memorializing the approved master plan prior to or concurrent with final plat;
2. The applicant shall either revise their phasing plan to accommodate the City's dead-end street limitation OR build all of the roads at once;
3. All outstanding comments from the DRC, related to the PUD master plan, must be addressed prior to or concurrent with final plat.

Findings for Approval:

1. The proposed final PUD master plan is consistent with the preliminary PUD master plan that was approved by the City Council on March 6, 2018.
2. The proposed plan meets the requirements of the subdivision and zoning ordinances of an R (PUD) zone.
3. The proposed development is an in-fill project and allows the property owner the highest and best use of his property.
4. The HOA is intended to maintain the common areas of the project.
5. The attached landscape plan is of a high design quality and meets the standards set forth in Section 11-27-070.
6. The attached elevations are of a high design quality and meet the standards set forth in Section 11-27-070.

BACKGROUND

The City Council approved the rezone, schematic plan, and preliminary PUD master plan at their **March 6, 2018** meeting. The proposed final PUD master plan is entirely consistent with the preliminary PUD master plan, including the site plan, elevations, and landscape plan.

The PUD master plan requires several things beyond the subdivision plans, including a landscape plan and building elevations; the applicant has provided both of these with this application and they are attached for your review.

The applicant is providing 51,836 s.f. of improved open space, which is 10%, or the minimum required amount for a PUD. The open space has been moved to its original location on the northeast corner of the property. The proposal still has a trail connection to Legacy Trail shown on the plan, but has removed the trailhead, cul-de-sac, and parking at the end of 250 South; this was done at the insistence of the residents who live on that street. There are two lineal detention basins along one side of each of the entrance roads; these will be grassed and improved, but also serve as storm-water facilities. At each of the entrance roads, as they come in off of 650 West, there are landscaped entry features and signs.

Supplemental Information

1. Vicinity Map
2. Final PUD Master Plan
3. Landscape Plan
4. Elevations

Applicable Ordinances

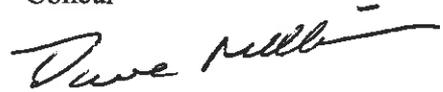
1. Title 12, Chapter 6 – Major Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 10 – Agriculture Zones
4. Title 11, Chapter 27 – Planned Unit Developments (PUD)

Respectfully Submitted



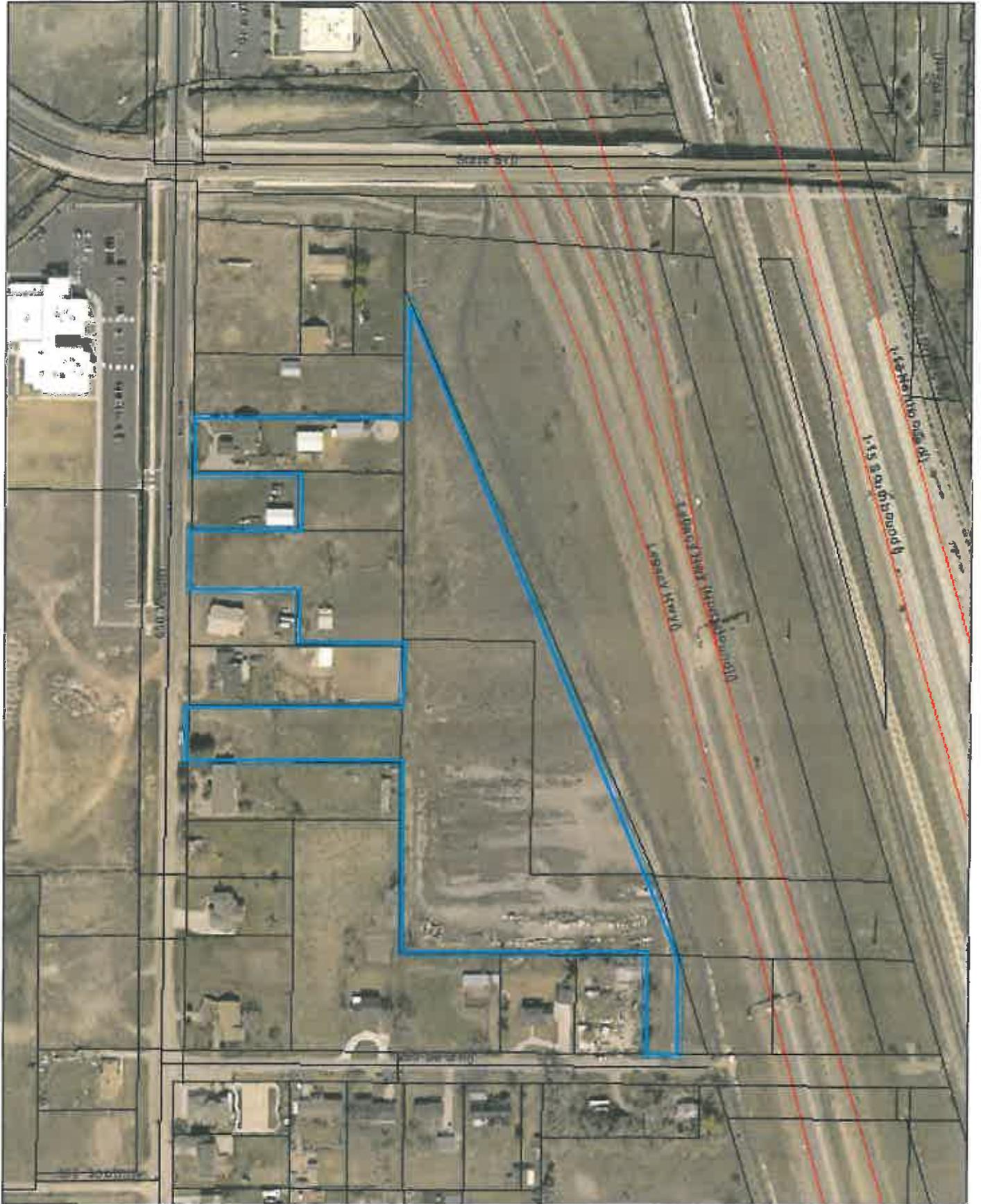
Eric Anderson
City Planner

Concur



Dave Millheim
City Manager

Farmington City



Mountain View at Farmington

FARMINGTON CITY, DAVIS COUNTY, UTAH
JULY, 2018

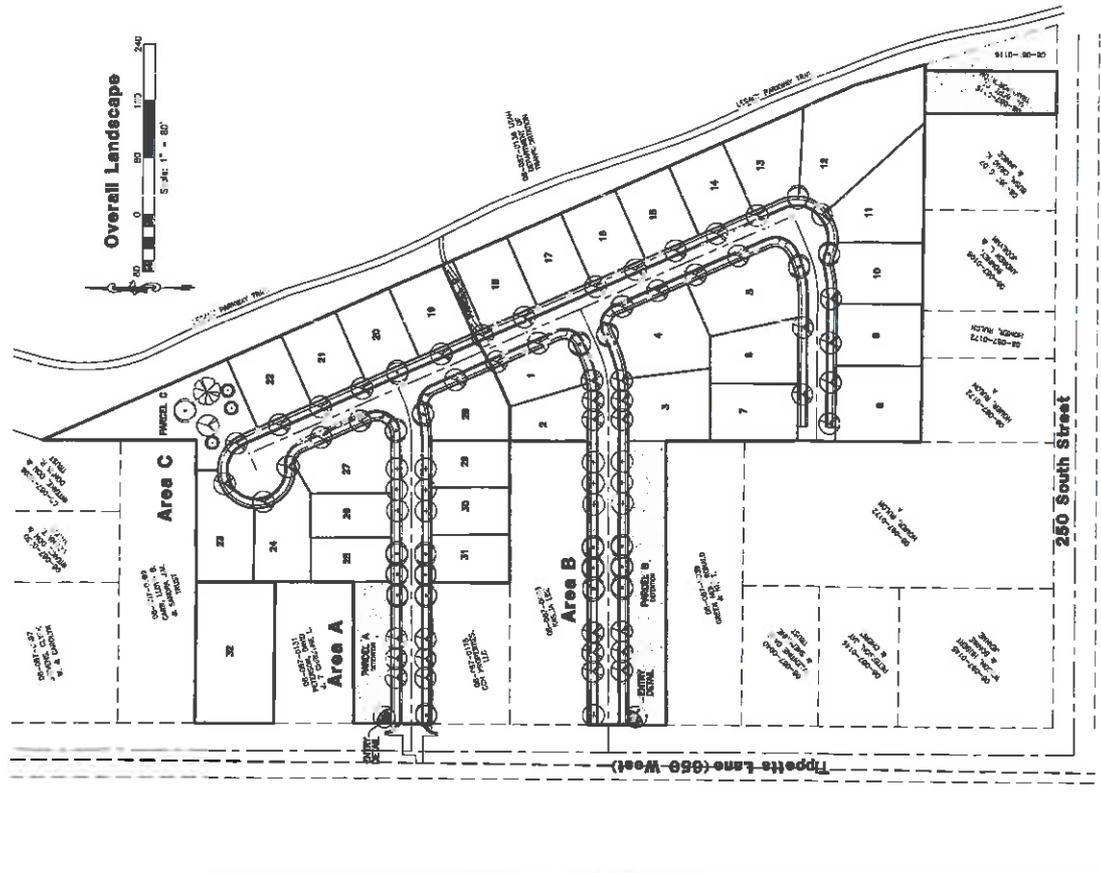
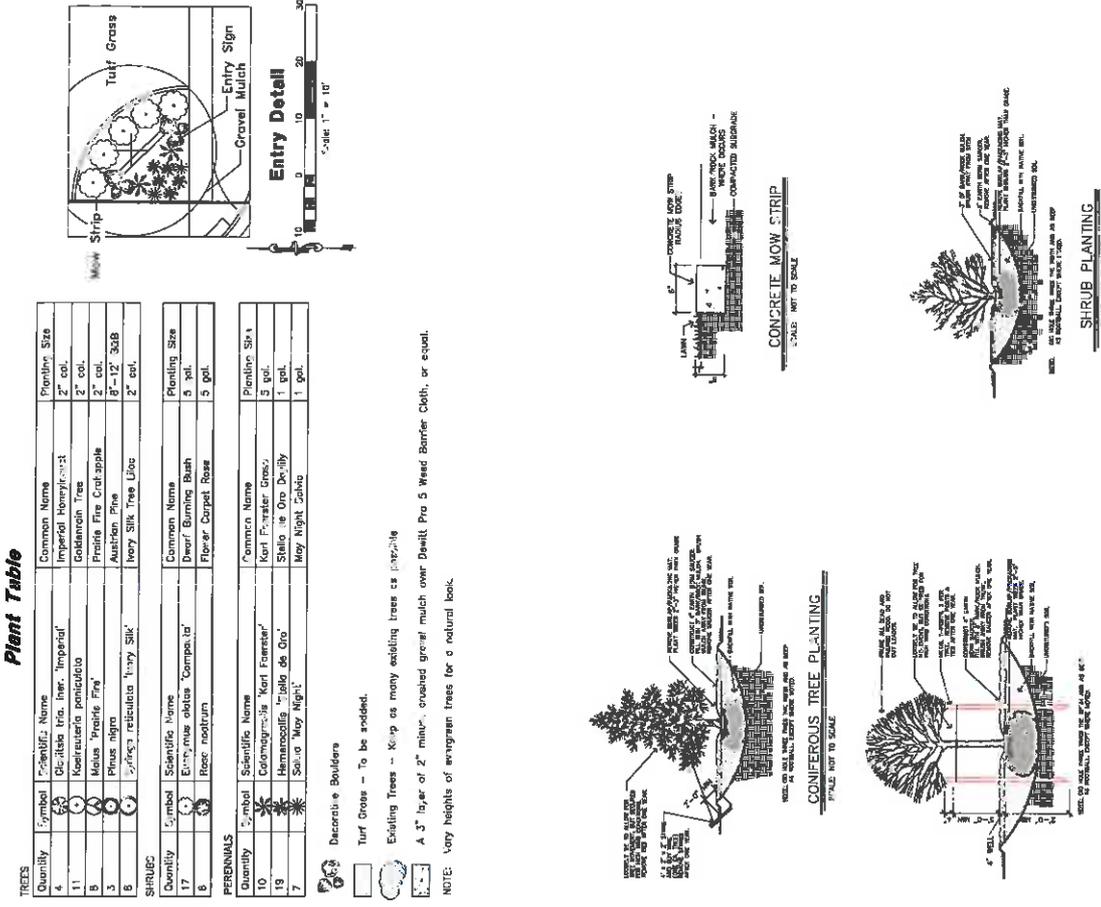


DATE	REVISIONS

Mountain View at Farmington Landscape Plan



Project No.	5770-120
Client	Reeve & Associates, Inc.
Address	12345 Main Street, Farmington, UT 84201
Scale	1/2" = 1'-0"
Sheet	L1
Number	3



Plant Table

Quantity	Symbol	Scientific Name	Common Name	Planting Size
4	(Symbol)	<i>Quercus macrocarpa</i>	Imperial Honeyloc	2" cal.
11	(Symbol)	<i>Quercus macrocarpa</i>	Goldenrobin Tree	2" cal.
5	(Symbol)	<i>Pinus ponderosa</i>	Ponderosa Pine	8-12" 3x8B
3	(Symbol)	<i>Pinus ponderosa</i>	Ponderosa Pine	2" cal.
8	(Symbol)	<i>Pinus ponderosa</i>	Heavy Silk Tree Uloc	2" cal.

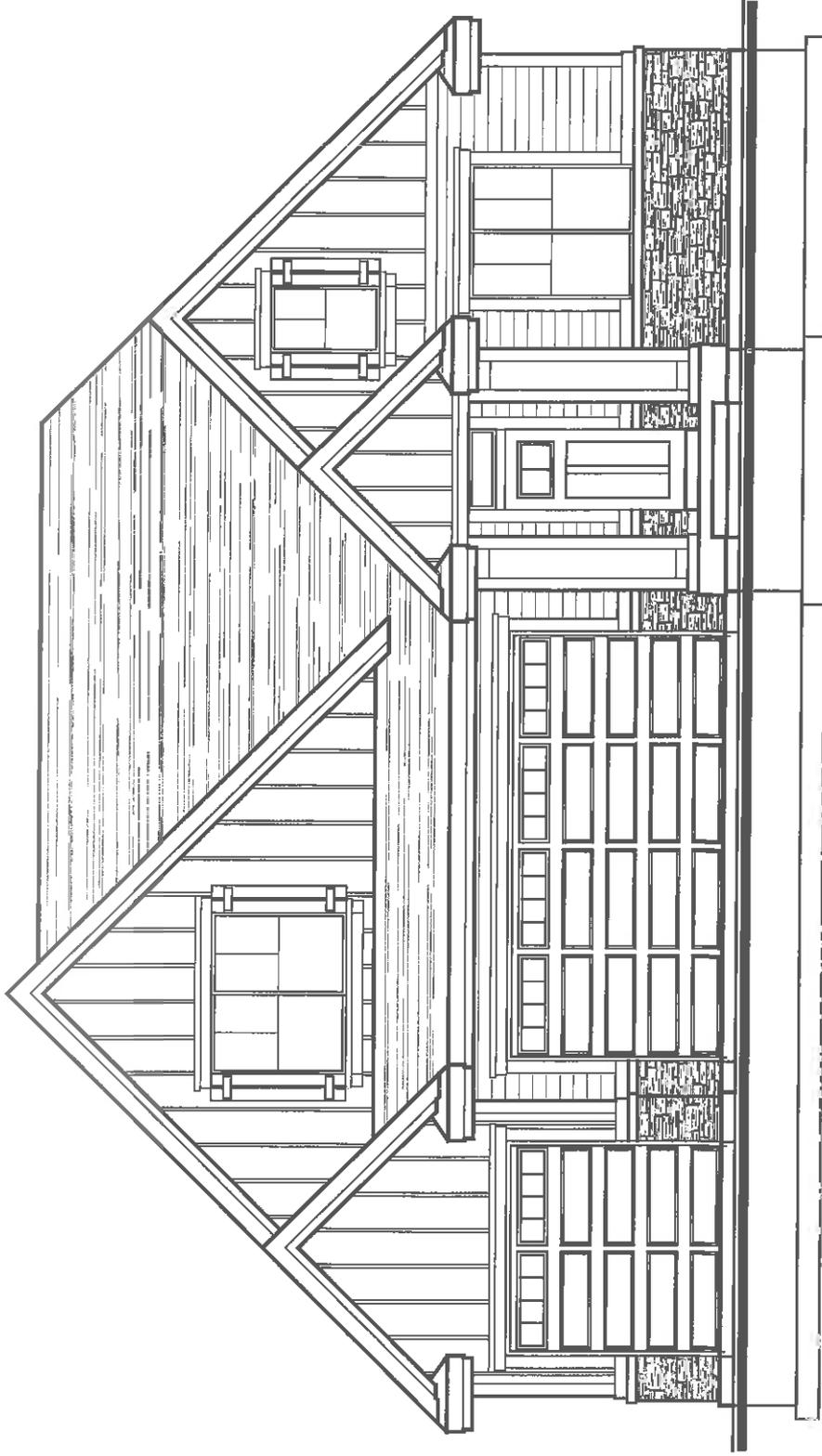
Quantity	Symbol	Scientific Name	Common Name	Planting Size
17	(Symbol)	<i>Erigeron phillyria</i>	Dwarf Burning Bush	5 gal.
8	(Symbol)	<i>Rosa rugosa</i>	Flower Carpet Rose	5 gal.

Quantity	Symbol	Scientific Name	Common Name	Planting Size
10	(Symbol)	<i>Colobrynia 'Karl Foerster'</i>	Karl Foerster Grass	5 gal.
19	(Symbol)	<i>Hemerocallis 'Hello de Oro'</i>	Stella de Oro Daylily	1 gal.
7	(Symbol)	<i>Soliva 'May Night'</i>	May Night Cakile	1 gal.

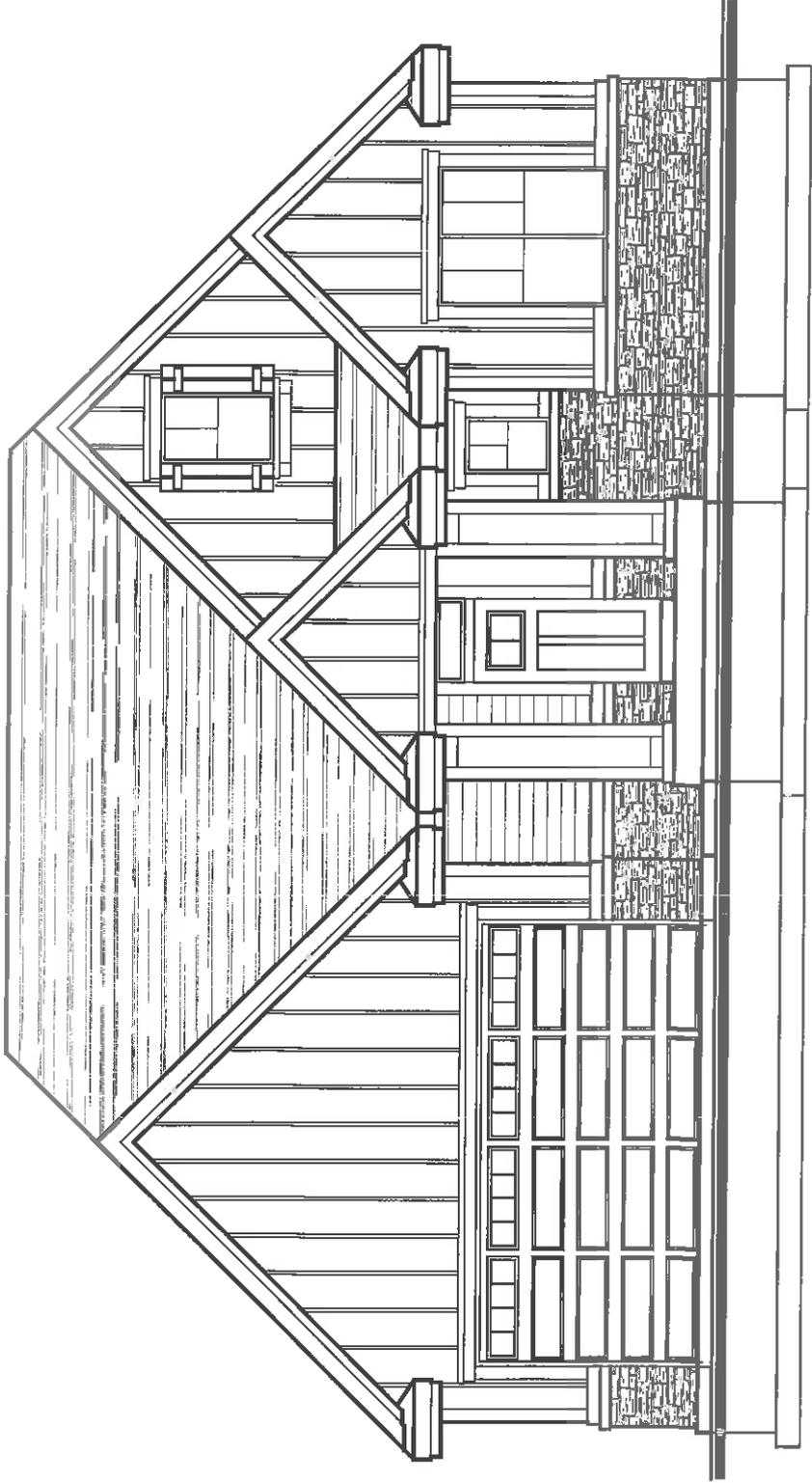
Decorative Boulders
Turf Grass - To be added.
Existing Trees - Keep as many existing trees as possible.
A 3" layer of 2" mulch, gravel mulch over Dearth Pro 5 Weed Barrier Cloth, or equal.
NOTE: Vary heights of evergreen trees for a natural look.



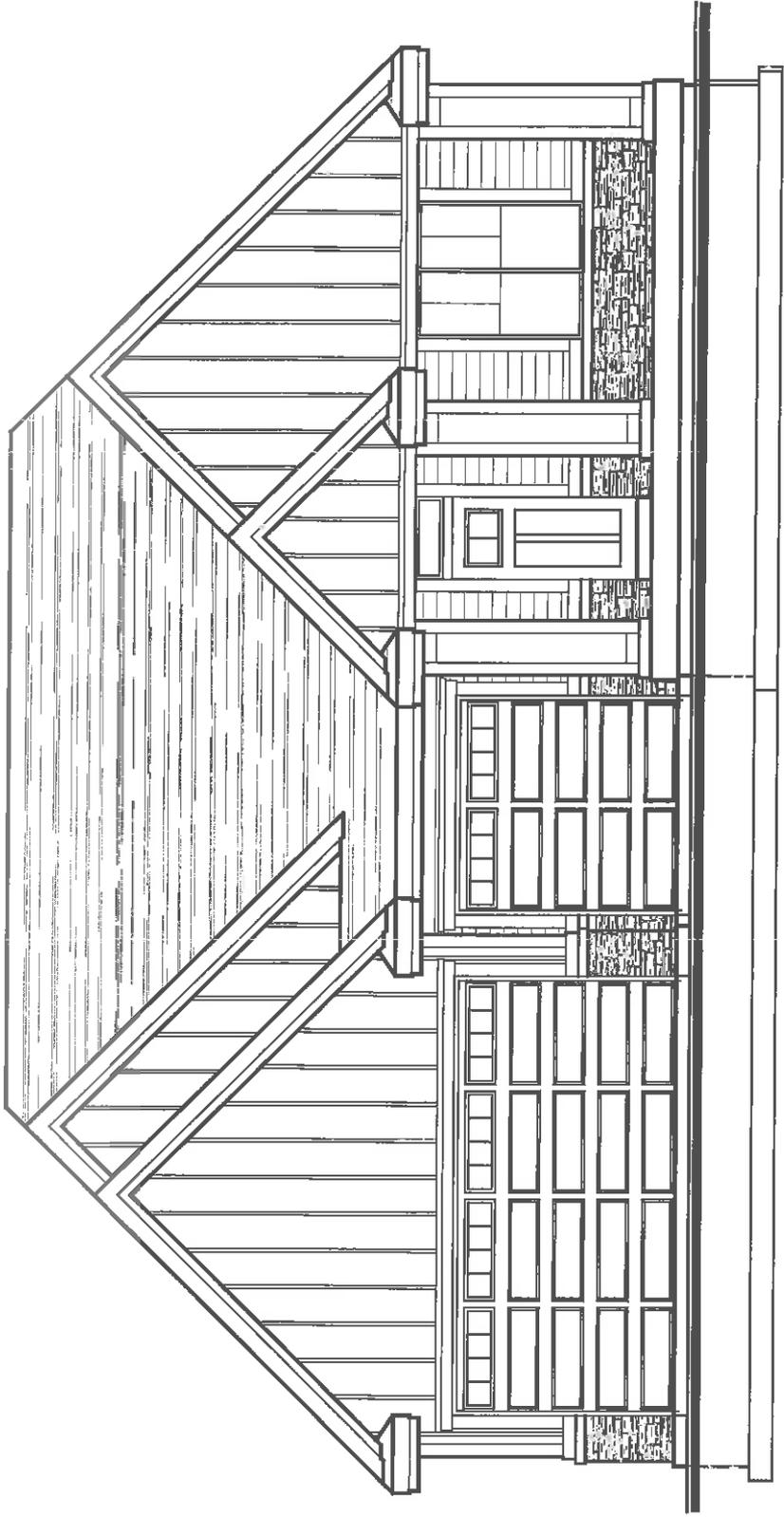
THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED, COPIED, OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC. THE CLIENT AND CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS ON THE CONSTRUCTION WITHOUT THESE CONSENTS.



Elevation 1-B



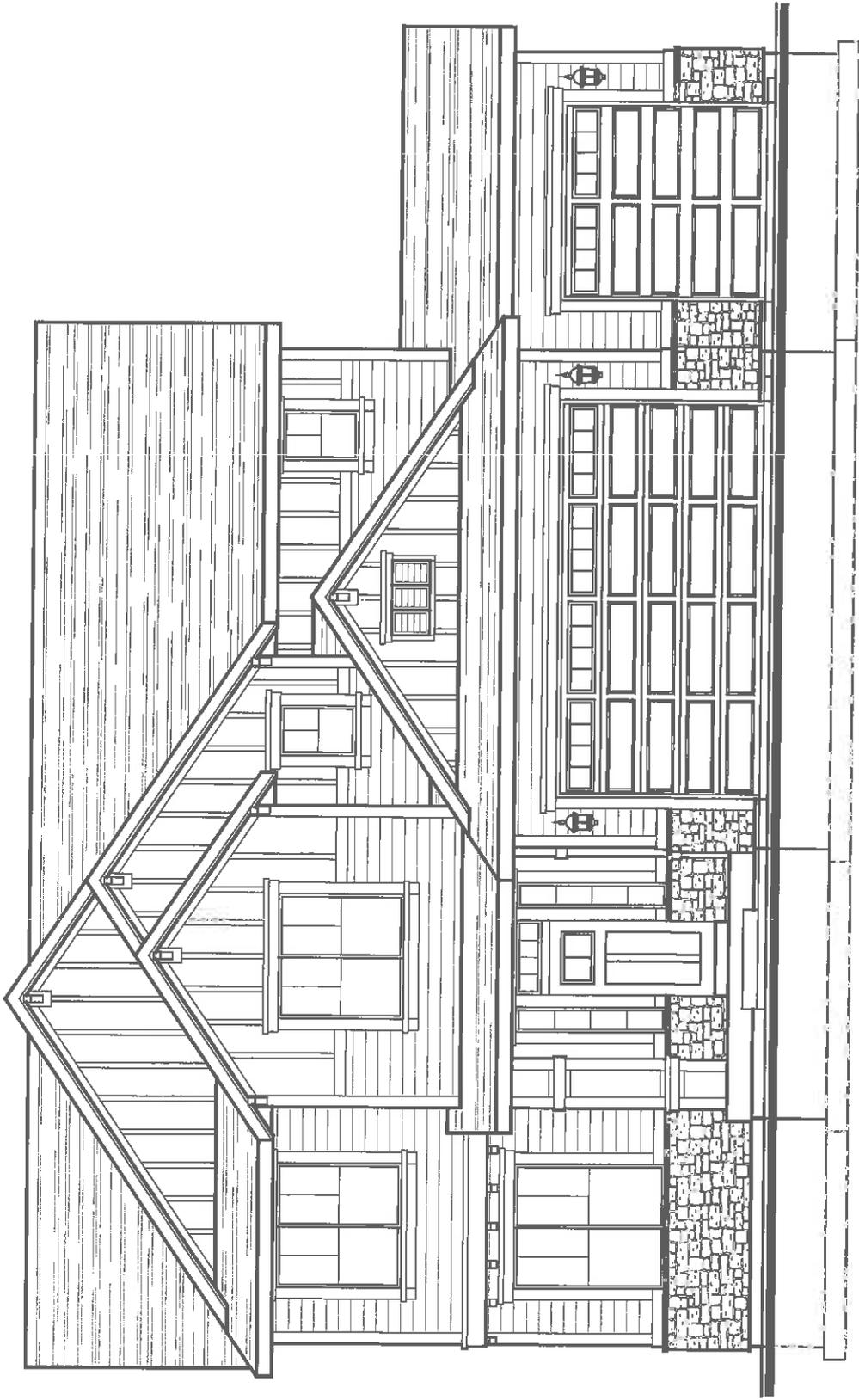
Elevation 2-A



Elevation 3-A



Elevation 4-B



Elevation 5-B



F A R M I N G T O N C I T Y

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
BRIGHAM MELLOR
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Larry Famuliner, Assistant Public Works Director
Date: July 31, 2018

SUBJECT: RESOLUTION ADVOCATING ALL SECONDARY WATER SUPPLIERS TO REQUIRE METERS

RECOMMENDATION:

Encourage Benchland Water District to require all new developments in Farmington City to have secondary water metering devices.

BACKGROUND:

The 2018 water year has put much of the state in a severe drought category and the National Weather Service is predicting lower than average precipitation totals will be the new norm. Due to these conditions Benchland Water District has experienced record water shortages which may put pressure on the City culinary water system and supply. Weber Basin Water Conservancy District has seen a 37% irrigation water savings on meters that were installed in 2012. Weber Basin customers have been able to track their personal use from their monthly statements allowing them to make voluntary usage adjustments.

Respectfully Submitted,

Larry Famuliner
Assistant Public Works Director

Review and Concur,

Dave Millheim
City Manager

RESOLUTION

**A RESOLUTION ADVOCATING ALL SECONDARY WATER SUPPLIERS
SERVING FARMINGTON CITY REQUIRE ALL NEW DEVELOPMENTS
HAVE SECONDARY WATER METERING CAPABILITIES.**

WHEREAS, water is a precious and finite resource relied upon heavily by Farmington City and Farmington City residents; and

WHEREAS, Farmington City is desirous to have all long term water demands met even in severe drought conditions; and

WHEREAS, water conservation and improved efficiency will extend limited water supplies and defer costly infrastructure; and

WHEREAS, water conservation of secondary water will have a positive impact on Farmington City's culinary water service and fire service; and

WHEREAS, Farmington City is continually looking for new and innovative ways to promote conservation and allow users to be more aware and accountable for the water they use;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Farmington City, State of Utah, as follows:

Section 1. Resolution. The City Council of Farmington City hereby sternly encourages Benchland Water District and Weber Basin Water Conservancy District require all new developments in Farmington City have secondary water metering devices.

Section 2. Support. The City Council of Farmington City gives full support to Benchland Water District and Weber Basin Water Conservancy District in their ongoing conservation education and enforcement program.

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

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah on this 7th day of August, 2018.

FARMINGTON CITY

H. James Talbot

Mayor

ATTEST:

Holly Gadd, City Recorder



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
BRIGHAM MELLOR
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: August 31, 2018

Subject: **LEASE / PURCHASE AGREEMENT WITH ZIONS BANK FOR STREET SWEEPER AND 20 AIR PACKS FOR FIREFIGHTERS.**

RECOMMENDATIONS

Approve the enclosed resolution approving the form of the Lease / Purchase Agreement with Zions Bank NA, Salt Lake City, Utah and authorizing the execution and delivery thereof. .

BACKGROUND

The City budgeted the purchase of a new street sweeper truck and 20 (SCBA) air packs for the firefighters. The City planned to pay for these over a 2 year period, in order to be able to fit these purchases into the City budget. The City is combining these into one lease in order to get lower interest rates. Zions Bank will be the bank financing this lease.

Respectfully Submitted,


Keith Johnson,
Assistant City Manager

Review and Concur,


Dave Millheim,
City Manager

Farmington City, Utah

\$325,000.00 Equipment Lease Purchase

Dated August 10, 2018

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Debt Service Schedule 1

PURPOSE 1

Debt Service Schedule 2

PURPOSE 2

Debt Service Schedule 3

Farmington City, Utah

\$325,000.00 Equipment Lease Purchase

Dated August 10, 2018

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/10/2018	-	-	-	-	-
02/10/2019	79,296.14	3.250%	5,281.25	84,577.39	-
08/10/2019	80,584.69	3.250%	3,992.68	84,577.37	169,154.76
02/10/2020	81,894.19	3.250%	2,683.18	84,577.37	-
08/10/2020	83,224.98	3.250%	1,352.40	84,577.38	169,154.75
Total	\$325,000.00	-	\$13,309.51	\$338,309.51	-

Yield Statistics

Bond Year Dollars	\$409.52
Average Life	1.260 Years
Average Coupon	3.2499951%
Net Interest Cost (NIC)	3.2499951%
True Interest Cost (TIC)	3.2499951%
Bond Yield for Arbitrage Purposes	3.2499951%
All Inclusive Cost (AIC)	3.2499951%

IRS Form 8038

Net Interest Cost	3.2499951%
Weighted Average Maturity	1.260 Years

Farmington City, Utah

\$155,000.00 Equipment Lease Purchase

Dated August 10, 2018

Purpose 1

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/10/2018	-	-	-	-	-
02/10/2019	37,818.16	3.250%	2,518.75	40,336.91	-
08/10/2019	38,432.70	3.250%	1,904.20	40,336.90	80,673.81
02/10/2020	39,057.23	3.250%	1,279.67	40,336.90	-
08/10/2020	39,691.91	3.250%	644.99	40,336.90	80,673.80
Total	\$155,000.00	-	\$6,347.61	\$161,347.61	-

Yield Statistics

Bond Year Dollars	\$195.31
Average Life	1.260 Years
Average Coupon	3.2499939%

Net Interest Cost (NIC)	3.2499939%
True Interest Cost (TIC)	3.2499940%
Bond Yield for Arbitrage Purposes	3.2499951%
All Inclusive Cost (AIC)	3.2499940%

IRS Form 8038

Net Interest Cost	3.2499939%
Weighted Average Maturity	1.260 Years

Farmington City, Utah

\$170,000.00 Equipment Lease Purchase

Dated August 10, 2018

Purpose 2

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/10/2018	-	-	-	-	-
02/10/2019	41,477.98	3.250%	2,762.50	44,240.48	-
08/10/2019	42,151.99	3.250%	2,088.48	44,240.47	88,480.95
02/10/2020	42,836.96	3.250%	1,403.51	44,240.47	-
08/10/2020	43,533.07	3.250%	707.41	44,240.48	88,480.95
Total	\$170,000.00	-	\$6,961.90	\$176,961.90	-

Yield Statistics

Bond Year Dollars	\$214.21
Average Life	1.260 Years
Average Coupon	3.2499962%
Net Interest Cost (NIC)	3.2499962%
True Interest Cost (TIC)	3.2499962%
Bond Yield for Arbitrage Purposes	3.2499951%
All Inclusive Cost (AIC)	3.2499962%

IRC Form 8038

Net Interest Cost	3.2499962%
Weighted Average Maturity	1.260 Years

§

Lease Purchase Agreement

-
-
1. Lease/Purchases Agreement of the
 2. Exhibit A. Calculation of Interest Component
 3. Exhibit B. Description of Leased Property
 4. Exhibit C. Resolution of Governing Body
 5. Exhibit D. Opinion of Lessee's Counsel
 6. Exhibit E. Security Documents
 7. Exhibit F. Delivery and Acceptance Certificate
 8. Form 8038-G
 9. Wire Transfer Request

LEASE/PURCHASE AGREEMENT

Dated as of

by and between

ZB, N.A.,
as Lessor

and

,
as Lessee

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Security Documents			Exhibit E
Delivery and Acceptance Certificate			Exhibit F

LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of , by and between ZB, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the "Bank"), and (the "Lessee"), a public agency of the State of (the "State"), duly organized and existing under the Constitution and laws of the State, as lessee;

WITNESSETH:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the "Leased Property" in Exhibit B (the "Leased Property") by entering into this Lease/Purchase Agreement with the Bank (the "Lease"); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Advance" shall have the meaning set forth in Section 2.1(1)(i)(D) hereof.

"Bank" shall have the meaning set forth in the Preamble hereof.

"Business Day" means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means the date this Lease is executed by the Bank and the Lessee.

"Event of Nonappropriation" shall have the meaning set forth in Section 3.2 hereof.

“Governing Body” means the governing body of the Lessee.

“Lease Payments” means the rental payments described in Exhibit A hereto.

“Lease Payment Date” shall have the meaning set forth in Section 3.4(a) hereof.

“Leased Property” shall have the meaning set forth in the Whereas clauses hereof.

“Lessee” shall have the meaning set forth in the Preamble hereof.

“Net Proceeds” means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

“Obligation Instrument” shall have the meaning set forth in Section 2.1(c) hereof.

“Original Term” shall have the meaning set forth in Section 3.2 hereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

“Rebate Exemption” shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

“Regulations” shall have the meaning set forth in Section 2.1(l)(i) hereof.

“Renewal Term” shall have the meaning set forth in Section 3.2 hereof.

“Scheduled Term” shall have the meaning set forth in Section 3.2 hereof.

“State” shall have the meaning set forth in the Preamble hereof.

“Term” or “Term of this Lease” means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:

(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and

(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. 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.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets 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;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property, and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the

Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

(A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate

arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

(B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest

components of the Lease Payments hereunder as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all “aggregated issuers,” will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, “aggregated issuer” means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease, constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D E and F hereto.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D and E attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be extended for successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a “Renewal Term”) subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on , unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the “Scheduled Term” irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an “Event of Nonappropriation”), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

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

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;
- (c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

(a) **Time and Amount.** During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) **Rate on Overdue Payments.** In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) **Additional Payments.** Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a) or 3.3(c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special 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 constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor

shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a “net-net-net lease” and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease 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 Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance, public liability insurance, and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and to be in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be the named insured on such policies as its interest under this Lease may appear. Subject to Section 4.2, 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 Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance satisfactory to Bank, if any, together with receipts for the initial premiums before the Leased Property is delivered to Lessee. Renewal policies, if any together with receipts showing payment of the applicable premiums will be delivered to Bank at least thirty (30) days before termination of the policies being renewed. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank 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 Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property 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 Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this

Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank 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 Leased Property 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 V

COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) **Maintenance; Repair and Replacement.** Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) **Tax and Assessments; Utility Charges.** The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall

lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

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 “events of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank 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) take possession of the Leased Property by virtue of the Bank’s ownership interest as lessor of the Leased Property;

(b) hold the 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 rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank 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 the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZB, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133
Attention: Kirsi Hansen

If to the Lessee:

Attention:

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only, and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ZB, N.A., as Lessor

By _____
Authorized Officer

, as Lessee

By: _____
_____ Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of _____ percent (%) per annum calculated based on actual number of days elapsed during a 360-day year.

2. Payment Dates and Amounts.

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

EXHIBIT C

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the Lease/Purchase Agreement with ZB, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, The (the "Governing Body") of (the "Lessee") has determined that the leasing of the property described in the Lease/Purchase Agreement (the "Lease/Purchase Agreement") presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this _____ day of _____, _____.

By _____

Name _____

Print

Title _____

Attest:

By _____

Print Name _____

Title _____

STATE OF
COUNTY OF

)
) ss.
)

I, _____ hereby certify that I am the duly qualified and acting
_____ of (the "Lessee").
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on , 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 _____, _____.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this _____ day of _____, _____.

By _____

Print Name _____

Title _____

EXHIBIT D
Opinion of Lessee's Counsel

To: ZB, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

As counsel for ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated this day of , between the Lessee and ZB, N.A., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). 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 (the "State").
2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.
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 the Proceedings were adopted and the Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee 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 creditor's rights generally.
5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.
7. 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.
8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.
9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

[Attach UCC-1 Financing Statement or Certificate of Title showing ZB, N.A. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZB, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned ("Lessee"), and ZB, N.A. (the "Bank"), dated , (the "Lease") and to that part of the Leased Property described therein which comprises personal property (collectively, the "Equipment"). 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 the Bank 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 "B" to the Lease is correct.

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

Lessee:

By: _____
(Authorized Signature)

Date: _____



F A R M I N G T O N C I T Y

H. JAMES TALBOT
MAYOR
BREIT ANDERSON
DOUG ANDERSON
BRIGHAM MELLOR
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL
DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Neil Miller, Parks and Recreation Director
Date: July 31, 2018
SUBJECT: OUT OF STATE CONFERENCE

RECOMMENDATION

To send Linda Weeks and Sylvia Clark from the Parks and Rec Department to an out of state RecTrac training in Henderson Nevada.

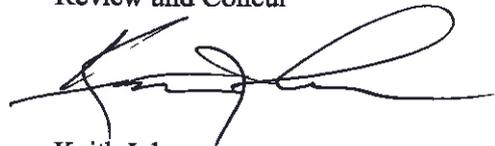
BACKGROUND

In the last month RecTrac training has become available through an out of state conference. We apologize for the late notice. The conference is to be held in Henderson Nevada between Wed, August 15, 2018 - Thursday, August 16, 2018. We recommend sending Linda Weeks and Sylvia Clark to this conference on behalf of our department. The cost will total \$800.00 and will be pulled from the 2018-2019 Gym & Pool budget.

Respectfully Submitted


Neil Miller
Parks and Recreation Director

Review and Concur


Keith Johnson
Assistant City Manager



Who Should Attend?

RecTrac Users groups are specifically designed for your RecTrac Lead Users. Many topics covered require a solid, working knowledge of RecTrac

User Group Details

- **8:30am - 3:30pm**
- **Breakfast & Lunch included**
- **Register by August 6th!**
- **THIS IS NOT a Training Session!**

Vermont Systems, Inc. 12 Market Place Essex Junction, Vermont 05452

[All rights reserved](#) [Unsubscribe from list.](#)



[Click to REGISTER Now](#)

User Group Details

- **FREE TO ATTEND!** For your first two staff! Just \$25 for each additional attendee!
- **"Did You Know"** features for the current **RecTrac 3.1 and 10.3 releases** to help you get the most out of your RecTrac System.
- **Review of WebTrac updates and highlights**
- **Spend the day with Senior level VSI Staff.**



Sylvia Clark <sclark@farmington.utah.gov>

REMINDER - NEVADA RecTrac Users Group - REGISTER TODAY!!!

1 message

Amy Havreluk <AmyH@vermontsystems.com>
To: Amy Havreluk <AmyH@vermontsystems.com>

Mon, Jul 30, 2018 at 2:57 PM

[View in browser](#)

[Register](#) | [Submit a Question](#)

Vermont Systems NEVADA User Group

Hosted by

City of Henderson
Whitney Ranch Recreation Center
1575 W. Galleria Drive
Henderson, NV 89014

Thursday, August 16th 2018

8:30am-3:30pm

CITY COUNCIL AGENDA

For Council Meeting:
August 7, 2018

S U B J E C T: City Manager Report

1. Fire Monthly Activity Report for June
2. Executive Summary for Planning Commission held July 19, 2018

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



Farmington City Fire Department

Monthly Activity Report



June 2018



Emergency Services

Fire / Rescue Related Calls: 37
All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Scene Support, etc.

Ambulance / EMS Related Calls: 107 / Transported 62 (58%)
Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc.

Calls Missed / Unable to Adequately Staff: 7 (5%) Note: 42 (39.2 %) Overlapping Calls

On-Duty Crew / Shift Dynamic Data / June 1st – 30th

Emergent / On-Scene Hours / Month Total: 53.5 Hrs. (Approximate 214 Man Hours)

EMS Transport / Turn-Around Hours / Month Total: 124 Hrs. (Approximate 248 Man Hours)

Urgent EMS Related Response Times (AVG): 6.32 Min/Sec GOAL 5 minutes or less (+1.62)
Urgent Fire Related Response Times (AVG): 6.71 Min/Sec GOAL 5 minutes or less (+1.71)

Part-Time Man-Hours (based on the following 28-day / two pay periods June 8th & June 22nd)

Part-Time Shift Staffing:	1,457	Budgeted 1,344	Variance + 113
Part-Time Secretary:	100	Budgeted 100	Variance + 0
Part-Time Fire Marshal:	0*	Budgeted 80	Variance - 80
Part-Time Fire Inspector	60	Budgeted 0	Variance - 60
Full-Time Captains x3 & Engineers x3:	N/A	48/96 Hour Schedule	Overtime + 24
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	113	2093 (FYTD)	
Emergency Callbacks:	119	FIRE 54 Hrs. / EMS 65 Hrs. (YTD) 1,504.5	
Special Event Hours:	0	99.5 (FYTD)	
Total PT Staffing Hours:	1,457	46,184 (FYTD)	

** No Part-time FM utilized / Todd Smith covered duties while working regular FT position*

Monthly Revenues & Grant Activity YTD

Ambulance Revenues / May (2018):

	Month	Calendar Year	FY 2018
Ambulance Services Billed	\$71,779.74	\$325,825.03	\$557,961.97
Ambulance Billing Collected	\$51,117.24	\$200,701.54	\$338,156.85
<i>Variances:</i>	<i>\$20,662.50</i>	<i>\$125,123.49</i>	<i>\$219,805.12</i>
Collection Percentages	71%	62%	61%

Grants / Assistance / Donations

Grants Applied For:

A.L.E.R.R.T. / Active Shooter Training / Texas SU **\$3,000** **\$33,500 YTD**

Grants / Funds Received / Donations / Awarded:

IED Regional Training / New Mexico Tech / FEMA **\$3,000**
\$19,300 YTD

Department Training & Man Hours

Monthly Staff Meeting & Department Training 15
 Shift Drill #1 – EMS – Seizures 24
 Shift Drill #3 – FIRE – Urban Interface 24
 Shift Drill #4 – EMS – Ethics 24
 Shift Drill #5 – FIRE – Salvage & Overhaul 24
 Shift Drill #6 – EMS – Anaphylaxis 24
 Company Inspector Training x 2 12
 Formal Event Protocol Training x 4 8
 Fast Attack Evolutions / E-71 & HR-71 24

Training / Actual Hours Attended: 179 1276 HRS YTD

Fire Prevention & Inspection Activities

QTY
New Business Inspections: 6
Existing Business Inspections: 15
Re-Inspections: 8
Fire Plan Reviews & Related: 82
Consultations & Construction Meetings: 80Hrs, 20 Insp, 30 VM, 104 calls, 73 Texts

Station Tours & Public Education Sessions: 14 120 YTD

Health, Wellness & Safety Activities

QTY
Reportable Injuries: NONE 0 0 YTD
Physical Fitness / Gym Membership Participation % 100%
Chaplaincy Events: 3

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals: 0 2 YTD

Additional Narrative:

Extremely busy and productive month for FFD. Emergent response times averaged 6.5 minutes for EMS incidents and just under 7 minutes for Fire incidents. Note: Multiple Mutual-Aid provided to other cities, thus increasing average emergent response data. Emergent incidents included fatalities, extrications, brush fires and canyon rescue. Seven calls (5%) during the month resulted in “no-staffing” or “short-staffing” of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to lack of availability). This unusually high percentage was attributed (in part) by crews mitigating 42 overlapping incidents that overwhelmed our existing staffing model. 58% of all Ambulance calls resulted in transporting patients to local hospitals. Collections of Ambulance & Transport revenues continue with little predictability due to collection & mandated billing variables. FFD is still in the process of trying fill a part-time Fire Marshall position with little success. As stated in previous reports, Todd Smith will continue cover Fire Marshal duties until a qualified candidate is awarded the position. FFD also continued to address several unexpected repair and service items (front line apparatuses) that will impact our final budget status for FY2018. Several non-critical items have been placed on hold (to be repaired in July - FY2019).

FFD participated and facilitated multiple events during the month of June. These events included:

- **Hosted the 4th annual “Fire Wise” Community Open House.** Although only a few hundred in attendance, FFD was able to suffice the requirements for the DNR cost share program imposed starting this year.
- **Completed the 6th Annual Door-to-Door Fire Prevention Campaign.** Due to the complexity of our fireworks restriction line (voted in 2012), FFD completes a door-to door public education program that educates property owners of the restriction areas in addition to promoting the Fire Wise program. This program is extremely time consuming; however, pays huge dividend during the fireworks season.
- **Hosted a Regional Improvised Explosive Dive (IED) and Home Made Explosive (HME) class through FEMA / New Mexico Tech:** This one-day class designed for Fire, EMS and Law Enforcement was awarded to FFD. With nearly 50 public safety personnel from across the state in attendance, this was a successful training opportunity. Due to the roster size, the class was held at our PD training room. This training comes as an asset to the FFD Rescue Task Force (RTF) program – Program designed for FD & PD to rapidly enter, treat and remove victims during active shooter incidents.
- **Hosted a regional “Company Fire Inspector” training course – UVU:** This course provided through the Utah Valley University / Utah Fire Rescue Fire Academy (UFRA). This course is an introductory component to help firefighters execute basic business inspections. FFD requires all career operations personnel to complete this 40-hour course. In an effort to help

maximize operational efficiency, FFD will soon start a “Company Inspection Program” intended to help offset the workload of the Fire Inspector and Fire Marshal with ongoing and/or follow-up inspections. This will also help ensure duty crews remain familiar with our local business layouts while ensuring emergency pre-plans remain updated.

- **Participated in the 2018 Hill Air Force Show:** Every other year, HAFB hosts one of largest air show events in the US. With this said, the logistics of providing emergency services on and off base are challenging to say the least. All agencies within Davis and Weber counties provide support during this three day event. FFD provides one (1) Ambulance with Rescue Task Force equipped personnel and one (1) Chief for off-base incident mitigation. This year went relatively smooth compared to past years with FFD providing only one EMS transport from the venue.
- **Participated in the 2018 Utah Boys State – WSU:** This is the first year FFD was asked to represent the fire service at the annual Utah Boys State held at WSU. This weeklong American Legion sponsored event brings together talented youth from around the State of Utah to participate in government operations. As part of this event, both Law Enforcement and Fire Agencies help facilitate classroom teaching and mentoring opportunities in addition to assisting with sorting / reviewing scholarships. Although time consuming, this program truly helps educate and prepare our future local, state and national leaders for office. This program also exposes these participants to some of our current leaders in office in addition to retired members of office.

Department training encompassed a variety of Fire & EMS topics to include: Seizure Management, Urban Interface Fire Response, Ethics Training, Salvage & Overhaul Operations, Anaphylaxis Care, Fast / Rapid Fire Attack Evolutions. On a less positive note, FFD is in the process of identifying how a five thousand + dollar (5K+) medical piece of equipment (Masimo RAD 57 Kit w/ SpCO) disappeared from one of our Ambulances. We don't believe this was intentionally stolen; however, coincided with one of our ballistic vests vanishing. More to come...

Please feel free to contact myself at your convenience with questions, comments or concerns: Office (801) 939-9260 or email gsmith@farmington.utah.gov

Guido Smith
Fire Chief

Annual Wildland Fire Prevention Campaign & "Fire Wise" Open House, HAFB Air Show, Boys State Camp WSU, Various Fires & Auto Accidents.



- PRIDE IN FARMINGTON -

Proud Protectors of Your Life and Property - Since 1907





F A R M I N G T O N C I T Y

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
JOHN BILTON
BRIGHAM MELLOR
CORY RITZ
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson – City Planner
Date: August 7, 2018
SUBJECT: **EXECUTIVE SUMMARY – PLANNING COMMISSION – JULY 19, 2018**

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on July 19, 2018 [note: five commissioners attended the meeting—Chair Alex Leeman, Amy Shumway, Roger Child, Connie Decianni and Russ Workman. Commissioners Kent Hinckley and Rulon Homer were excused.

Item 3 Alan Cottle – Applicant is requesting final plat approval of the Brownstone PUD Subdivision consisting of 14 lots on .99 acres of property located at approximately SR106 and 200 East in a BR (Business Residential) zone. (S-15-17)

Voted to approve the final plat as written in the staff report with an added condition as follows:

5 – The applicant shall construct curb, gutter, and sidewalk along the west side of 200 East to State Street.

Vote: 5-0

Item 4 Chase Freebairn / Ivory Homes – Applicant is requesting preliminary plat approval for the Stonebrook Farms Subdivision (formerly Estates at Lund Lane) consisting of 21 lots on 9.93 acres of property located at approximately 200 East and Lund Lane in an LR (Large Residential) zone. (S-2-18)

Voted to approve the preliminary plat as written in the staff report with two added conditions as follows:

4- The applicant shall provide a street-tree plan with final plat;

5 – The applicant shall provide details for and construct a monument sign on the corner of 200 East and Lund Lane, and show the placement of that sign on final plat

Vote: 5-0

Item 5 Joe Kennard and Randy Rigby / Forza Terra LLC – Applicant is requesting preliminary plat approval, and a recommendation for final PUD master plan approval for the Mountain View Subdivision consisting of 32 lots on 11.68 acres of property located at approximately 650 West 250 South in an R (Residential) zone. (S-12-17)

Voted to approve the preliminary plat and recommend approval of final PUD master plan as written in the staff report.

Vote: 5-0

Item 6 Ken Stuart / Stay Farmington (Public Hearing) – Applicant is requesting a recommendation for approval of the Haight Creek Subdivision schematic plan, the North Station Phase I project master plan and development agreement related thereto, for approximately 9 acres of property located between Haight's Creek, Shepard Lane, the D&RG Trail and I-15 in an OMU (Office Mixed Use) zone. (S-18-18 & PMP-4-17)

Much of the public comment on this item centered around traffic, the density, creating a buffer to the single family homes to the west, a tiered approach to building height, etc. The Planning Commission felt that this project does a good job of addressing all of those concerns, as the two-story townhomes (as opposed to the three-story townhomes) are strategically placed adjacent to the homes nearest the project to the west, and there is a built-in buffer of at least 225'. Additionally, the Commission felt that the project does a good job of preserving open space and view-sheds through the layout, and the building footprints are not much bigger in area than the homes to the west. In regards to traffic, the applicant has provided a transportation study that shows that the impacted roads will have capacity for the added traffic. The most compelling reason for approval was that the property being zoned OMU allows for 4-story office buildings, but this plan is consistent with the Small Area Master Plan and provides medium level residential density in an isolated portion of the project area.

Voted to recommend that the City Council approve the development agreement, project master plan, and schematic plan as written in the staff report with the added condition as follows:

1 – The applicant shall provide a trail or improve the existing trail along Haight Creek, subject to US Army Corp of Engineers approval.

Vote: 5-0

Item 7 Farmington City (Public Hearing) – Applicant is requesting a recommendation for approval of an amendment to Section 11-18-040 of the Zoning Ordinance regarding the Farmington City Mixed Use District Street Regulating Plan. (ZT-4-18)

Voted to recommend that the City Council approve the zone text amendment to the Regulating Plan as written in the staff report.

Vote: 5-0

Respectfully Submitted

Eric Anderson
City Planner

Review & Concur

A handwritten signature in black ink, appearing to read "Dave Millheim", with a long horizontal flourish extending to the right.

Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
August 7, 2018

SUBJECT: Mayor Talbot & City Council Reports

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