



CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the City Council of the City of Farmington will hold a regular meeting on **Tuesday, February 7, 2023** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 6:00 pm in Conference Room 3 followed by the regular session at 7:00 pm in the Council Chambers. The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website at www.farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so at dcarlile@farmington.utah.gov

WORK SESSION – 6:00 p.m.

- Public Safety Dispatch Reorganization
- Boundary Adjustment
- Election administration by Davis County
- Agriculture Planned District Concept
- Discussion of regular session items upon request

REGULAR SESSION – 7:00 p.m.

CALL TO ORDER:

- Invocation – Melissa Layton, Councilmember
- Pledge of Allegiance – Scott Isaacson, Councilmember

PRESENTATION:

- FY23 Quarter #2 (12/31/2022) Financial Report (3)

PUBLIC HEARING:

- FY23 Budget Amendment #2 (14)
- Process for Requests for Reasonable Accommodation in Zoning Code (22)
- Station Point Schematic Subdivision Plan, Zone change from A to RMU and Development Agreement (29)

Minute motion adjourning to the Redevelopment Agency meeting. (See RDA Agenda)

Minute motion to reconvene the City Council Meeting.

BUSINESS:

- Sale and trade for land to UDOT for Shepard Lane Interchange (58)
- Monterra Subdivision Public Benefit Discussion (82)

SUMMARY ACTION:

- Contract approval with Blu Line Design to design the business park (91)
- Agreement approval with LensLock (98)
- Franchise Agreement with Connex Networks (126)
- Repeal of sections regarding process of street vacation (153)
- Improvements Agreement with Sego Ventures #5 LC (Sego Townhomes) (157)
- Improvements Agreement with BABB Investment LLC (Challenger School Expansion) (167)
- Minutes approval for 01-17-23 (180)

GOVERNING BODY REPORTS:

- City Manager Report
 - Building Activity Report for December and January (197)
- Mayor Anderson & City Council Reports

ADJOURN

CLOSED SESSION – Minute motion adjourning to closed session, for reasons permitted by law.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability, please contact DeAnn Carlile, City Recorder at 801-939-9206, at least 24 hours in advance of the meeting.

CERTIFICATE OF POSTING I hereby certify that the above notice and agenda were posted at Farmington City Hall, Farmington City Public Works, Farmington Library, the State Public Notice website and the city website www.farmington.utah.gov on February 2, 2023

DeAnn Carlile, Farmington City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2023

PRESENTATION:

FY23 Quarter #2 (12/31/2022) Financial



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

CITY COUNCIL STAFF REPORT for February 7, 2023

To: Mayor and City Council
From: Kyle Robertson
Date: February 1, 2023
Subject: **FY23 Quarter #2 (12/31/2022) Financial Report**

RECOMMENDATION

Review the following narrative and attached schedule. This report is for informational purposes only.

NARRATIVE

December 31, 2022 marked the end of the second quarter of FY23. Major revenue sources (taxes and utility billings) are on track to meet, or exceed, budgeted revenues. Likewise, expenditures at each level of budgetary control are on track to stay within budget, taking into account the proposed budget amendment #2 (separate agenda item). See below a list of significant revenue and expenditure transactions that have taken place during Q2 or are currently underway.

Significant Revenue Items:

- 1) **General Fund** – In December, Farmington City received its major property tax distribution for the year (\$2.5M). The City also received its annual disbursement of Liquor Law funds - \$34,600 this year.
- 2) **Water Fund** – On November 29, 2022, the City received the \$7M water revenue bond proceeds. The first interest-only payment will be made in June 2023.
- 3) **Utility Funds** - As of December 31, 2022 (the end of FY23 Q2), City utility billing revenues (water, sewer, garbage, storm water, transportation fee) are between 50.0-54.7% of FY23 budgeted revenue. Utility billings as of December 31, 2022 total \$4.06M.

Significant Expenditure Items:

- 1) **Capital Streets Fund** – Farmington City made its first payment for the construction of the Business Park roads (\$2.7M). The sewer line is 90% complete with culinary and secondary water work now underway. Despite the weather, progress is being made on the roads.
- 2) **Parks Improvement Fund and Cemetery Perpetual Fund** – Farmington City paid the contractor in full for the irrigation system upgrade at the cemetery. The project is complete, and the work was well done.

Respectfully submitted,

Kyle Robertson
Accountant

Review and concur,

Brigham Mellor
City Manager

FY23 Q2 Report by Category

	Total Through Quarter 2	FY23 Amended Budget	As a % of Budget
GENERAL FUND			
GF - Administrative Department			
Revenue	(7,409,634)	(14,058,000)	52.7%
Charges for Services Revenue	(75,976)	(113,000)	67.2%
Cost Sharing, Contributions Received	0	0	...
Interest & Investment Earnings	(390,852)	(50,000)	781.7%
Intergovernmental	0	0	...
Licenses, Permits, Fees Received	(51,676)	(75,000)	68.9%
Misc Revenue	(149,028)	(22,000)	677.4%
Taxes Received	(5,530,589)	(12,583,000)	44.0%
Transfers In	(1,211,513)	(1,215,000)	99.7%
Expenditure	4,795,418	5,633,335	85.1%
Payroll	479,542	1,041,235	46.1%
Supplies & Services Expense	306,876	577,100	53.2%
Capital Outlay, Projects	0	6,000	0.0%
Transfers Out	4,009,000	4,009,000	100.0%
GF - Buildings Department			
Revenue	(330,139)	(725,000)	45.5%
Licenses, Permits, Fees Received	(330,139)	(725,000)	45.5%
Expenditure	324,642	577,262	56.2%
Payroll	137,881	215,362	64.0%
Supplies & Services Expense	175,237	299,300	58.5%
Capital Outlay, Projects	11,524	62,600	18.4%
GF - Community Development Department			
Revenue	(55,782)	(86,500)	64.5%
Licenses, Permits, Fees Received	(55,782)	(86,500)	64.5%
Expenditure	687,104	1,285,929	53.4%
Payroll	489,716	970,629	50.5%
Supplies & Services Expense	197,388	315,300	62.6%
Capital Outlay, Projects	0	0	...
GF - Economic Development Department			
Expenditure	68,348	314,598	21.7%
Payroll	48,012	223,198	21.5%
Supplies & Services Expense	20,335	91,400	22.2%
Capital Outlay, Projects	0	0	...
GF - Engineering Department			
Revenue	(1,715)	(12,000)	14.3%
Charges for Services Revenue	(1,715)	(12,000)	14.3%
Expenditure	99,465	195,918	50.8%
Payroll	80,243	152,418	52.6%
Supplies & Services Expense	19,222	43,500	44.2%
Capital Outlay, Projects	0	0	...

FY23 Q2 Report by Category

	Total Through Quarter 2	FY23 Amended Budget	As a % of Budget
GF - Fire Department			
Revenue	0	(304,000)	0.0%
Intergovernmental	0	(304,000)	0.0%
Expenditure	1,347,429	2,707,962	49.8%
Payroll	1,213,446	2,477,194	49.0%
Supplies & Services Expense	108,219	191,468	56.5%
Capital Outlay, Projects	25,764	39,300	65.6%
GF - Legislative Department			
Expenditure	60,320	157,873	38.2%
Payroll	29,748	78,873	37.7%
Supplies & Services Expense	30,573	79,000	38.7%
GF - Parks & Cemetery Department			
Revenue	(15,878)	(40,000)	39.7%
Charges for Services Revenue	(15,878)	(40,000)	39.7%
Cost Sharing, Contributions Received	0	0	...
Expenditure	661,041	1,233,982	53.6%
Payroll	426,714	800,482	53.3%
Supplies & Services Expense	232,828	423,500	55.0%
Capital Outlay, Projects	1,500	10,000	15.0%
GF - Police Department			
Revenue	(109,221)	(338,650)	32.3%
Charges for Services Revenue	(250)	(100,000)	0.3%
Cost Sharing, Contributions Received	(74,369)	(167,000)	44.5%
Interest & Investment Earnings	0	(1,500)	0.0%
Intergovernmental	(34,602)	(70,150)	49.3%
Expenditure	2,112,881	4,599,732	45.9%
Payroll	1,714,499	3,860,562	44.4%
Supplies & Services Expense	333,809	656,670	50.8%
Capital Outlay, Projects	64,574	82,500	78.3%
GF - Streets Department			
Revenue	(13,355)	(23,000)	58.1%
Charges for Services Revenue	(875)	(4,000)	21.9%
Cost Sharing, Contributions Received	0	0	...
Licenses, Permits, Fees Received	(12,480)	(19,000)	65.7%
Expenditure	515,978	914,435	56.4%
Payroll	330,939	608,235	54.4%
Supplies & Services Expense	185,039	301,200	61.4%
Capital Outlay, Projects	0	5,000	0.0%

FY23 Q2 Report by Category

	Total Through Quarter 2	FY23 Amended Budget	As a % of Budget
SPECIAL REVENUE (RDA) FUNDS			
20 - US89 RDA			
Revenue	0	(171,000)	0.0%
Interest & Investment Earnings	0	(6,000)	0.0%
Investment value increase/decrease	0	0	...
Taxes Received	0	(165,000)	0.0%
Transfers In	0	0	...
Expenditure	19,346	191,443	10.1%
Payroll	7,700	7,700	100.0%
Supplies & Services Expense	8,246	8,900	92.7%
Capital Outlay, Projects	0	0	...
Debt service, lease payments	3,400	174,843	1.9%
Transfers Out	0	0	...
22 - Station Park RDA			
Revenue	0	(357,000)	0.0%
Interest & Investment Earnings	0	(7,000)	0.0%
Investment value increase/decrease	0	0	...
Taxes Received	0	(350,000)	0.0%
Expenditure	6,041	3,000	201.4%
Supplies & Services Expense	6,000	3,000	200.0%
Capital Outlay, Projects	41	0	...
Transfers Out	0	0	...

FY23 Q2 Report by Category

	Total Through Quarter 2	FY23 Amended Budget	As a % of Budget
DEBT SERVICE FUNDS			
30 - RAP Tax Bond			
Revenue	(233,291)	(652,000)	35.8%
Interest & Investment Earnings	0	(2,000)	0.0%
Investment value increase/decrease	0	0	...
Taxes Received	(233,291)	(650,000)	35.9%
Expenditure	507,457	888,371	57.1%
Supplies & Services Expense	666	700	95.2%
Debt service, lease payments	6,791	387,671	1.8%
Transfers Out	500,000	500,000	100.0%
31 - Police Sales Tax Bond			
Revenue	(26,000)	(27,000)	96.3%
Interest & Investment Earnings	0	(1,000)	0.0%
Investment value increase/decrease	0	0	...
Transfers In	(26,000)	(26,000)	100.0%
Expenditure	945	71,298	1.3%
Supplies & Services Expense	97	100	97.5%
Debt service, lease payments	848	71,198	1.2%
34 - Buildings G.O Bond			
Revenue	0	(1,000)	0.0%
Interest & Investment Earnings	0	(1,000)	0.0%
Investment value increase/decrease	0	0	...
Taxes Received	0	0	...
Expenditure	56,513	60,000	94.2%
Supplies & Services Expense	0	0	...
Debt service, lease payments	0	0	...
Transfers Out	56,513	60,000	94.2%
35 - Park G.O. Bond			
Revenue	(409,000)	(410,000)	99.8%
Interest & Investment Earnings	0	(1,000)	0.0%
Investment value increase/decrease	0	0	...
Taxes Received	(409,000)	(409,000)	100.0%
Expenditure	59,338	410,000	14.5%
Supplies & Services Expense	195	2,000	9.7%
Debt service, lease payments	59,144	408,000	14.5%

FY23 Q2 Report by Category

	Total Through Quarter 2	FY23 Amended Budget	As a % of Budget
CAPITAL IMPROVEMENT FUNDS			
11 - Class C Roads			
Revenue	(531,936)	(1,542,000)	34.5%
Charges for Services Revenue	0	0	...
Financing Proceeds	0	0	...
Interest & Investment Earnings	0	(2,000)	0.0%
Intergovernmental	(305,177)	(900,000)	33.9%
Investment value increase/decrease	0	0	...
Taxes Received	(226,759)	(640,000)	35.4%
Expenditure	873,021	2,024,000	43.1%
Supplies & Services Expense	44,404	90,000	49.3%
Capital Outlay, Projects	828,618	1,934,000	42.8%
Transfers Out	0	0	...
37 - Capital Improvement - Gov Buildings			
Revenue	(497,094)	(600,460)	82.8%
Charges for Services Revenue	(5,068)	(9,960)	50.9%
Devel/Impact Fees Received	(19,877)	(114,000)	17.4%
Interest & Investment Earnings	0	(4,500)	0.0%
Investment value increase/decrease	0	0	...
Misc Revenue	(149)	0	...
Transfers In	(472,000)	(472,000)	100.0%
Expenditure	5,480	600,000	0.9%
Supplies & Services Expense	2,877	2,000	143.9%
Capital Outlay, Projects	2,603	598,000	0.4%
Transfers Out	0	0	...
38 - Capital Improvement - Streets			
Revenue	(462,889)	(20,478,000)	2.3%
Charges for Services Revenue	0	0	...
Cost Sharing, Contributions Received	(118,307)	(12,000,000)	1.0%
Devel/Impact Fees Received	(344,583)	(1,303,000)	26.4%
Financing Proceeds	0	(7,000,000)	0.0%
Interest & Investment Earnings	0	(175,000)	0.0%
Investment value increase/decrease	0	0	...
Expenditure	3,331,098	30,357,696	11.0%
Supplies & Services Expense	288,453	204,000	141.4%
Capital Outlay, Projects	3,009,322	30,086,000	10.0%
Debt service, lease payments	33,323	67,696	49.2%
Land / R.O.W Acquisition	0	0	...

FY23 Q2 Report by Category

	Total Through Quarter 2	FY23 Amended Budget	As a % of Budget
39 - Capital Equipment Fund			
Revenue	(1,953,625)	(1,898,000)	102.9%
Financing Proceeds	0	0	...
Interest & Investment Earnings	0	(2,000)	0.0%
Investment value increase/decrease	0	0	...
Sale of Assets	(107,625)	(50,000)	215.3%
Transfers In	(1,846,000)	(1,846,000)	100.0%
Expenditure	1,018,500	1,896,591	53.7%
Capital Outlay, Projects	978,386	1,797,390	54.4%
Debt service, lease payments	40,113	99,201	40.4%
40 - Real Estate Fund			
Revenue	(181,579)	(5,000)	3631.6%
Cost Sharing, Contributions Received	0	0	...
Interest & Investment Earnings	0	(5,000)	0.0%
Investment value increase/decrease	0	0	...
Sale of Assets	(181,579)	0	...
Transfers In	0	0	...
Expenditure	5,196	0	...
Capital Outlay, Projects	5,196	0	...
Transfers Out	0	0	...
42 - Capital Improvements - Parks			
Revenue	(760,362)	(1,905,000)	39.9%
Charges for Services Revenue	(6,000)	(12,000)	50.0%
Cost Sharing, Contributions Received	(100,000)	(250,000)	40.0%
Devel/Impact Fees Received	(153,862)	(1,176,000)	13.1%
Financing Proceeds	0	0	...
Interest & Investment Earnings	0	(14,000)	0.0%
Intergovernmental	0	0	...
Investment value increase/decrease	0	0	...
Misc Revenue	(47,500)	0	...
Transfers In	(453,000)	(453,000)	100.0%
Expenditure	710,622	2,557,723	27.8%
Supplies & Services Expense	7,945	153,335	5.2%
Capital Outlay, Projects	698,752	2,233,000	31.3%
Debt service, lease payments	3,926	171,388	2.3%
43 - Capital Fire			
Revenue	(27,997)	(170,000)	16.5%
Devel/Impact Fees Received	(27,997)	(165,000)	17.0%
Interest & Investment Earnings	0	(5,000)	0.0%
Investment value increase/decrease	0	0	...
Transfers In	0	0	...
Expenditure	915	56,996	1.6%
Capital Outlay, Projects	0	0	...
Debt service, lease payments	915	56,996	1.6%

FY23 Q2 Report by Category

	Total Through Quarter 2	FY23 Amended Budget	As a % of Budget
PERMANENT FUND			
48 - Cemetery Perpetual Fund			
Revenue	(4,250)	(8,500)	50.0%
Charges for Services Revenue	(4,250)	(7,500)	56.7%
Interest & Investment Earnings	0	(1,000)	0.0%
Investment value increase/decrease	0	0	...
Expenditure	150,000	150,000	100.0%
Capital Outlay, Projects	150,000	150,000	100.0%
Transfers Out	0	0	...
ENTERPRISE FUNDS			
51 - Water Fund			
Revenue	(8,537,193)	(11,076,643)	77.1%
Charges for Services Revenue	(1,296,503)	(2,499,200)	51.9%
Devel/Impact Fees Received	(147,137)	(51,000)	288.5%
Developer Contributions of Infrastructure	0	0	...
Financing Proceeds	(7,045,000)	(7,000,000)	100.6%
Financing Proceeds - Interest earnings	(24,361)	0	...
Interest & Investment Earnings	0	(22,000)	0.0%
Investment value increase/decrease	0	0	...
Misc Revenue	(24,193)	(1,504,443)	1.6%
Sale of Assets	0	0	...
Expenditure	1,314,139	12,299,377	10.7%
Payroll	552,997	1,119,877	49.4%
Supplies & Services Expense	647,824	975,500	66.4%
Capital Outlay, Projects	105,818	10,196,000	1.0%
Debt service, lease payments	7,500	8,000	93.8%
52 - Sewer Fund			
Revenue	(1,214,495)	(2,980,000)	40.8%
Charges for Services Revenue	(1,214,270)	(2,220,000)	54.7%
Interest & Investment Earnings	0	(10,000)	0.0%
Investment value increase/decrease	0	0	...
Misc Revenue	(225)	(750,000)	0.0%
Expenditure	1,570,401	3,491,637	45.0%
Payroll	34,956	59,137	59.1%
Supplies & Services Expense	880,445	2,027,500	43.4%
Capital Outlay, Projects	30,000	780,000	3.8%
Transfers Out	625,000	625,000	100.0%

FY23 Q2 Report by Category

	Total Through Quarter 2	FY23 Amended Budget	As a % of Budget
53 - Garbage Fund			
Revenue	(898,254)	(1,789,300)	50.2%
Charges for Services Revenue	(897,665)	(1,666,200)	53.9%
Interest & Investment Earnings	0	(10,000)	0.0%
Investment value increase/decrease	0	0	...
Misc Revenue	(589)	(113,100)	0.5%
Expenditure	717,627	1,752,607	40.9%
Payroll	55,505	111,707	49.7%
Supplies & Services Expense	662,122	1,567,400	42.2%
Capital Outlay, Projects	0	73,500	0.0%
54 - Storm Water Fund			
Revenue	(691,186)	(1,567,000)	44.1%
Charges for Services Revenue	(444,893)	(890,000)	50.0%
Cost Sharing, Contributions Received	0	0	...
Devel/Impact Fees Received	(241,809)	(607,000)	39.8%
Financing Proceeds	0	0	...
Interest & Investment Earnings	0	(65,000)	0.0%
Investment value increase/decrease	0	0	...
Licenses, Permits, Fees Received	(3,300)	(5,000)	66.0%
Misc Revenue	(1,184)	0	...
Sale of Assets	0	0	...
Expenditure	362,081	4,876,336	7.4%
Payroll	200,672	486,898	41.2%
Supplies & Services Expense	66,344	242,438	27.4%
Capital Outlay, Projects	65,065	4,117,000	1.6%
Debt service, lease payments	0	0	...
Transfers Out	30,000	30,000	100.0%
55 - Ambulance Fund			
Revenue	(730,036)	(1,052,000)	69.4%
Charges for Services Revenue	(729,528)	(1,042,000)	70.0%
Interest & Investment Earnings	0	(10,000)	0.0%
Intergovernmental	0	0	...
Investment value increase/decrease	0	0	...
Misc Revenue	(508)	0	...
Sale of Assets	0	0	...
Expenditure	210,566	936,725	22.5%
Payroll	106,003	221,757	47.8%
Supplies & Services Expense	103,688	174,968	59.3%
Capital Outlay, Projects	875	40,000	2.2%
Write-off of Uncollectibles	0	500,000	0.0%

FY23 Q2 Report by Category

	Total Through Quarter 2	FY23 Amended Budget	As a % of Budget
56 - Transportation Utility Fund			
Revenue	(331,814)	(668,000)	49.7%
Interest & Investment Earnings	0	(5,000)	0.0%
Investment value increase/decrease	0	0	...
Licenses, Permits, Fees Received	(331,814)	(663,000)	50.0%
Misc Revenue	0	0	...
Expenditure	519,876	668,000	77.8%
Supplies & Services Expense	0	5,000	0.0%
Capital Outlay, Projects	519,876	663,000	78.4%
60,67 - Recreation and Special Events			
Revenue	(1,676,073)	(2,178,135)	76.9%
Charges for Services Revenue	(457,273)	(933,235)	49.0%
Cost Sharing, Contributions Received	0	(2,650)	0.0%
Interest & Investment Earnings	0	(6,000)	0.0%
Investment value increase/decrease	0	0	...
Misc Revenue	(6,801)	(24,250)	28.0%
Sale of Assets	0	0	...
Transfers In	(1,212,000)	(1,212,000)	100.0%
Expenditure	986,738	2,232,674	44.2%
Payroll	611,341	1,325,814	46.1%
Supplies & Services Expense	369,790	889,360	41.6%
Capital Outlay, Projects	5,608	17,500	32.0%

CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2023

PUBLIC HEARING: FY23 Budget Amendment #2

GENERAL INFORMATION:

See staff report prepared by Greg Davis, Finance Director



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Greg Davis
Date: February 1, 2023
Subject: **FY23 Budget Amendment 2**

RECOMMENDATIONS

1. Review the documents for the municipal FY23 budget amendment 2
2. Hold a public hearing on February 7, 2023.
3. Consider and approve a resolution to amend the FY23 municipal budget.

BACKGROUND

Administration wishes to amend budgets for items that were unforeseen, unplanned, or of different dollar amounts than originally budgeted during the budget cycle. Some items are covered by certain revenue sources and some items require the use of fund balance. Please see the attached narrative and budget amendment schedule.

Respectfully submitted,

Greg Davis

Finance Director

Review and concur,

Brigham Mellor

City Manager

NARRATIVE

BUDGET AMENDMENT #2 OF FY 2023

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A. Davis County virtual dispatch consolidation – initial cost (\$59,000 exp increase)

In an effort to increase efficiency, Davis County is virtually consolidating its dispatch services. Farmington uses their services for all public safety efforts. The requested \$59,000 is Farmington City's share of the upfront cost. The City has already been billed for this amount by Davis County Sheriff's Office. The City hadn't been informed of the final numbers at the time of budgeting FY23.

The funding sources for this item will be the fund balances of the affected funds as shown below.

FUND	AMOUNT
GF - Police	34,000
GF - Fire	12,500
Ambulance Fund	12,500
Total	59,000

B. Davis County virtual dispatch consolidation – annual maintenance (\$35,600 exp increase)

As described with item A, an effort to increase efficiency, Davis County is virtually consolidating its dispatch services. The requested \$35,600 is Farmington City's share of the annual maintenance cost. The City has already been billed for this amount by Davis County Sheriff's Office (DCSO).

The funding sources for this item will be the fund balances of the affected funds as shown below.

FUND	AMOUNT
GF - Police	20,600
GF - Fire	7,500
Ambulance Fund	7,500
Total	35,600

C. General Fund transfer to Gov't Buildings Fund (budget neutral to gov't funds)

Over time, prior-year funding via transfers to the Government Buildings Capital Improvements Fund (Fund 37) were insufficient to maintain a positive, unrestricted cash balance. Fund 37 has no other funding sources for major repair, maintenance, and improvements to existing facilities. (Restricted impact fees address new capacity from growth.) Administration requests a transfer of \$275,000 from the General Fund to Fund 37 to restore the fund's unrestricted cash balance.

The funding source for this item will be a draw on the General Fund's fund balance (Fund 10).

D. Main St. and 200 E. water lateral project (\$22,000 exp increase)

Appropriations for the Main St. and 200 E. water lateral project were made in FY21 and FY22. The total appropriations for this project were \$418,000. The total cost of the project was \$435,000, with the final portion of \$22,000 being paid in FY23.

The funding source for this item will be fund balance (Fund 51). As only \$413,000 of the \$418,000 appropriated budget was used during FY21 and FY22, \$5,000 of this FY23 payment represents budget carryover. The other \$17,000 represents an unanticipated cost increase.

E. Police vehicle purchases – additions to fleet (\$113,000 exp increase)

In December 2022, Chief Johnsen was contacted by a dealership and advised of the availability of two police-packaged Ford Interceptors. Knowing the difficulties in the supply chain of police vehicles and considering needs for the upcoming budget, the City decided to purchase these two vehicles. One of the vehicles will be assigned to a sergeant who is currently driving a vehicle not compatible to the sergeant position. The second vehicle will replace another vehicle with 114,000 miles. However, rather than disposing of two vehicles, the replaced vehicles will remain in the fleet to be used as spares. The City hasn't heretofore had a sufficient level of backup inventory.

The funding source for this item will be fund balance (Fund 39). The cost of this budget item includes both the purchase price and the outfitting costs of the new vehicles.

F. Police vehicle purchases off lease, subsequent sales (\$3,600 net benefit)

The Police Department had two vehicles coming off of lease and the decision was made to purchase and resell them. A dealership paid the City more for the vehicles than the City paid the leasing company to purchase them, resulting in a financial benefit to the City. Administration requests a \$14,200 expenditure increase and corresponding \$17,800 revenue increase.

G. Water revenue bonds – interest-only payment (\$153,000 exp increase)

The FY23 adopted budget included bond proceeds. However, the FY23 budget did not include any debt service payments as the exact timing of the bond issuance was unknown at the time of budgeting. Administration requests a budget increase of \$153,000 to cover the costs of the first interest-only payment on this bond.

H. West Davis Corridor Inspections (budget neutral)

Farmington City is facilitating the inspection of the West Davis Corridor through a contracted engineering firm. These costs are fully reimbursable through UDOT and billed monthly. Administration requests an expense increase of \$410,000 (estimated fiscal year amount) for the Capital Streets Fund (Fund 38) with a corresponding increase in the fund's revenue budget.

The funding source for this item will be reimbursements through UDOT.

FUND BUDGETS AMENDED BY FY23 BA2**Fiscal Year Ending June 30, 2023****Farmington City Corporation**

Adopted Budget	Amendment BA #1	Budget After BA #1	Amendment BA #2	Budget After BA #2
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GOVERNMENTAL FUNDS**General Fund (10)****Revenues:**

Taxes Received	12,583,000		12,583,000		12,583,000
Intergovernmental	374,150		374,150		374,150
Licenses, Permits, Fees Received	905,500		905,500		905,500
Cost Sharing, Contributions Received	167,000		167,000		167,000
Charges for Services Revenue	269,000		269,000		269,000
Interest & Investment Earnings	51,500		51,500		51,500
Transfers In	1,215,000		1,215,000		1,215,000
Misc Revenue	22,000		22,000		22,000
Revenue total	15,587,150	0	15,587,150	0	15,587,150

Expenditures:

Administrative Services	1,526,432	97,903	1,624,335		1,624,335
Buildings	571,255	6,007	577,262		577,262
Economic Development	314,598		314,598		314,598
Emergency Management	301,481		301,481		301,481
Engineering	195,086	832	195,918		195,918
Fire	2,401,481	5,000	2,406,481	20,000	2,426,481
Inspection	543,992	10,252	554,244		554,244
Legislative	157,873		157,873		157,873
Liquor Law DUI Police Patrol	50,100	70,000	120,100		120,100
Miscellaneous					
Parks & Cemetery	1,210,429	23,553	1,233,982		1,233,982
Planning & Zoning	722,633	9,052	731,685		731,685
Police	4,469,632	10,000	4,479,632	54,600	4,534,232
Streets	879,892	34,543	914,435		914,435
Transfers Out	3,850,000	159,000	4,009,000	275,000	4,284,000
Total Expenditures	17,194,884	426,142	17,621,026	349,600	17,970,626
Net change in fund balance	(1,607,734)	(426,142)	(2,033,876)	(349,600)	(2,383,476)

FUND BUDGETS AMENDED BY FY23 BA2**Fiscal Year Ending June 30, 2023****Farmington City Corporation**

	Adopted Budget	Amendment BA #1	Budget After BA #1	Amendment BA #2	Budget After BA #2
Capital Projects - Govt Buildings (37)					
Revenue	128,460		128,460		128,460
Transfers In	472,000		472,000	275,000	747,000
Expenditures	600,000		600,000		600,000
Transfers Out					
Net change in fund balance	460	0	460	275,000	275,460
Capital Projects - Streets (38)					
Revenue	20,478,000		20,478,000	410,000	20,888,000
Transfers In					
Expenditures	30,357,696		30,357,696	410,000	30,767,696
Transfers Out					
Net change in fund balance	(9,879,696)	0	(9,879,696)	0	(9,879,696)
Capital Projects - Equipment (39)					
Revenue	52,000		52,000	17,800	69,800
Transfers In	1,790,000	56,000	1,846,000		1,846,000
Expenditures	1,840,591	56,000	1,896,591	127,200	2,023,791
Transfers Out					
Net change in fund balance	1,409	0	1,409	(109,400)	(107,991)
ENTERPRISE FUNDS					
Water Fund (51)					
Revenue	11,076,643		11,076,643		11,076,643
Transfers In					
Expenditures	12,265,225	34,152	12,299,377	175,000	12,474,377
Transfers Out					
Change in Net Position	(1,188,582)	(34,152)	(1,222,734)	(175,000)	(1,397,734)
Ambulance Fund (55)					
Revenue	1,052,000		1,052,000		1,052,000
Transfers In					
Expenditures	931,725	5,000	936,725	20,000	956,725
Transfers Out					
Change in Net Position	120,275	(5,000)	115,275	(20,000)	95,275

RESOLUTION NO. 2023-____

A RESOLUTION AMENDING THE MUNICIPAL BUDGET FOR FISCAL YEAR ENDING 6-30-23

WHEREAS, upon proper review and consideration, the City Council has held a public hearing concerning proposed amendments to its FYE 6-30-23 municipal budget.

WHEREAS, said public hearing has been held as required by law and pursuant to all legally required notices; and

WHEREAS, the City Council has heard and considered all public comment advanced at the aforementioned hearings; and

WHEREAS, the attached budgets are hereby found to comport with sound principles of fiscal planning in light of the needs and resources of Farmington City Corporation;

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

Section 1. FYE 6-30-23 Municipal Budget Amendment. The attached document entitled "Fund Budgets Amended by FY23 BA2", incorporated herein by reference, is hereby adopted.

Section 2. Miscellaneous Provisions.

a. Severability. If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all provisions, clauses, and words of this Resolution shall be severable.

b. Titles and Headings. The titles and headings of this Resolution form no part of the Resolution itself, have no binding or interpretative effect, and shall not alter the legal effect of any part of the Resolution for any reason.

c. Effective Date. This Resolution shall become effective immediately upon posting.

d. Non-codification. This Resolution shall be effective without codification.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY CORPORATION, STATE OF UTAH, ON THIS 15th DAY OF NOVEMBER, 2022.

ATTEST

FARMINGTON CITY

DeAnn Carlile,
City Recorder

Brett Anderson,
Mayor

CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2023

PUBLIC HEARING: **Enactment of Farmington City Code Section 11-4-100
REASONABLE ACCOMMODATIONS. This section
establishes procedures and standards for requests for
reasonable accommodation due to disability**

GENERAL INFORMATION:

See staff report prepared by Paul Roberts, City Attorney



CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Paul Roberts, City Attorney
Date: February 7, 2023
Subject: Process for Requests for Reasonable Accommodation in Zoning Code

RECOMMENDATION

The Planning Commission and staff recommend approval of the attached code. The only conditions attached to the planning commission recommendation was the addition of language, which appears in the version under consideration by the Council.

Proposed Motion Language:

"I move that the Council adopt this ordinance enacting Section 11-4-100 of the Farmington City Code, and adopt the proposed findings in the staff report."

Proposed Findings:

1. Farmington City wishes to provide for prompt and equitable resolution of request for reasonable accommodation made under the United States Americans with Disabilities Act and fair Housing Act Amendments.
2. The establishment of the proposed process provides for satisfactory and lawful resolutions to those requests, ensuring that people with disabilities are welcomed to our community and are able to live in a home of their choice.
3. The establishment of a process that is considered by the zoning administrator and appealable to an administrative hearing officer will ensure that the process is governed by legal principles and not driven by public clamor or political considerations.

BACKGROUND

Under the Americans with Disabilities Act (ADA) and Fair Housing Act Amendments (FHAA), those with disabilities are entitled to reasonable accommodations from government zoning regulations if they can demonstrate: (1) that they have a disability, (2) that an accommodation is necessary in order for them to live in the home and community of their choice, and (3) that the requested accommodation does not impose an undue burden on the community (i.e. fundamentally changing the character of the neighborhood). Our code currently lacks an established procedure for applicants to make such a request. While an established procedure is not required by federal law, a City decisionmaker will be required to address accommodation requests, and establishing a procedure will assist the City in processing these requests when they arise. As it stands now, requests for accommodation have been handled on an ad hoc basis.

Requests for accommodations from our zoning regulations could come in many forms. It could include an exception from our setback requirements due to the need to install a wheelchair ramp, a deviation from our limit on unrelated individuals living in one residence, or a prohibition against having miniature horses on properties of a certain size. When a person with a disability makes such a request, it is important that the issue be resolved promptly. It should also be handled free from public clamor. As such, staff has recommended that the Zoning Administrator be empowered to make decisions related to reasonable accommodation requests, with an administrative appeal going to the Administrative Hearing Officer.

The burden of establishing that the person has a disability and that the requested accommodation is reasonable rests upon the applicant. In considering whether a request is reasonable, the ordinance requires the Zoning Administrator to ascertain whether it undermines the purpose of the zoning code, whether it is necessary (the city may propose an alternative), if it places the disabled person on the same footing as a nondisabled person (rather than in a better position), and additional factors. After considering the request and the submissions by the applicant, the Administrator issues a decision within 30 calendar days of receipt of the request (with possible extension to 60 days, in complicated cases). Appeals from his decision would be made by filing an appeal within 10 business days, where the matter would be heard by the administrative hearing officer at a hearing that would be open to the public. Further appeals may be taken to the district court.

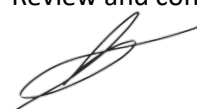
My experience with this process in another jurisdiction has been positive and concluded with legally defensible decisions that allowed for flexible and appropriate accommodations for the current or incoming resident with a disability.

Respectfully submitted,



Paul Roberts
City Attorney

Review and concur,



Brigham Mellor
City Manager

ORDINANCE NO: _____

AN ORDINANCE ADOPTING SECTION 11-4-100 OF THE FARMINGTON CITY CODE ESTABLISHING A FORMAL PROCEDURE FOR REQUESTS FOR ACCOMMODATION UNDER THE FARMINGTON CITY ZONING CODE

WHEREAS, the City Council has the authority to establish ordinances for the health, welfare, comfort and safety of its residents and those visiting the City, and

WHEREAS, the Planning Commission and City Council have conducted public hearings to consider this ordinance: the Planning Commission on January 19, 2023; and the City Council on February 7, 2023; and

WHEREAS, the City has the responsibility to provide access to prompt resolution of zoning provisions that interfere with a disabled person's right to enjoy their property; and

WHEREAS, the Council finds that the adoption of these procedures will aid in the protection of those rights and the request's speedy and just resolution; and

WHEREAS, the Council finds that remedies provided in this ordinance provide adequate process and an opportunity to be heard by a person challenging an adverse reasonable accommodation determination,

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

Section 1: Enactment. Section 11-4-100 of the Farmington City Municipal Code is hereby enacted.

Section 2: Severability. If any section, clause, or provision of this Ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 3: Effective Date This Resolution shall become effective immediately upon publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 7TH DAY OF FEBRUARY 2023.

ATTEST:

FARMINGTON CITY

DeAnn Carlile, City Recorder

Brett Anderson, Mayor

11-4-100: REASONABLE ACCOMMODATIONS:

(A) Purpose. This section establishes procedures and standards for requests for reasonable accommodation due to disability.

(B) Definitions. The following definitions shall apply to this section:

(1) “Administrative Hearing Officer” means a hearing officer appointed pursuant to section 11-5-045 of this Code.

(2) “Administrator” means the Farmington Zoning Administrator established in Chapter 11-4 of this Code.

(3) “Disability” means a physical or mental impairment that substantially limits one or more of a person’s major life activities, including a person having a record of such a problem or being regarded as having such an impairment. It does not include current illegal use of, and/or resulting addiction to, any federally controlled substance as defined in section 102 of the Controlled Substances Act, 21 U.S.C. 802, or as defined under Utah Code Ann. Title 58, Chapter 37, as amended.

(4) “Major life activities” means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(5) “Physical or mental impairment” includes the following:

(a) any psychological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal; special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine;

(b) Any mental or physiological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities; or

(c) Diseases or conditions such as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, human immunodeficiency virus, drug addiction (other than addiction caused by current, illegal use of controlled substances), and alcoholism.

(6) “Reasonable accommodation” means a change in any rule, policy, practice, or service that is necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling.

(C) An applicant who wishes to make a request for a reasonable accommodation from any requirement under this Title must provide the following to the Administrator, in writing:

(1) The name, mailing address, and phone number or email of the applicant;

(2) The nature and extent of the disability;

(3) An exact statement of the ordinance or policy from which the applicant needs a reasonable accommodation;

(4) The applicant’s proposed reasonable accommodation;

(5) A statement detailing why such reasonable accommodation is necessary;

(6) The physical address of the property where the applicant requests the reasonable accommodation; and

(7) Proof or a declaration that the applicant resides or reasonably intends to reside at the residence at the time of application, or that the entity will benefit residents who will benefit and qualify for reasonable accommodation.

(D) The burden of production and persuasion rests upon the applicant to establish the existence of a disability and that the requested relief is a reasonable accommodation.

(E) In determining whether an accommodation is reasonable, the Administrator determines whether the requested accommodation meets three main criteria:

(1) Reasonableness. An accommodation is reasonable if it will not undermine the legitimate purpose of existing zoning regulations notwithstanding the benefit that the accommodation will provide to a person with a disability.

(2) Necessity. An accommodation must be necessary, meaning that but for the accommodation, one or more persons with a disability likely will be denied an equal opportunity to enjoy the housing of their choice.

(3) Equal Opportunity. The accommodation achieves equal results as between a person with a disability and a nondisabled person.

(4) In considering these three criteria, the Administrator shall consider the following facts, as applicable:

(a) Applicable zoning ordinances;

(b) Anticipated traffic, parking, and noise impact on the neighborhood if the accommodation is granted;

(c) Whether the accommodation will be an undue burden or expense to the City;

(d) The extent to which the accommodation will or will not benefit the applicant;

(e) The extent to which the accommodation will or will not benefit the community;

(f) Whether the accommodation fundamentally alters the citywide zoning ordinance and whether or not the accommodation would likely create a fundamental change in the character of a residential neighborhood;

(g) Whether the applicant has demonstrated that the accommodation will affirmatively enhance the applicant's life or ameliorate the effects of the applicant's disability, or the lives or disabilities of those on whose behalf the applicant is applying;

(h) Whether or not, without accommodation, similar housing is available in the city for the applicant or group of applicants;

(i) The anticipated impact of the accommodation on the immediate neighborhood;

(j) Any other requirements of applicable federal or state laws and regulations; and

(k) Whether the applicant has submitted an incomplete application.

(F) The Administrator shall render a written decision within thirty (30) calendar days after the application is received by the Administrator, and send a copy of that decision to the mailing address or email address provided by the applicant. An additional thirty (30) days are available if the Administrator determines that the request is complicated or requires more extensive study, or if the process was delayed by the applicant.

(G) Appeal from the Administrator's decision may be made by an aggrieved person with standing to the Administrative Hearing Officer, within ten (10) business days after the decision is rendered. Notice of appeal is made by delivering a copy of the notice to the City Recorder.

(H) The Administrative Hearing Officer hears the case de novo, applying the same standard and receiving testimony and evidence. The Administrative Hearing Officer shall render a written decision to the applicant within fifteen (15) days of the hearing. Appeals from the Administrative Hearing Officer's decision may be made by an aggrieved person with standing to the Second District Court of Utah, within thirty (30) calendar days of the decision.

CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2023

PUBLIC HEARING: **Request for recommendation of a minor schematic subdivision for the proposed Station Point subdivision, consisting of 5 lots on 1.10 acres of property at approximately 148 S 1100 W.; the applicant is also requesting consideration of a Development Agreement and a rezone of the property from A (Agriculture) to RMU (Residential Mixed Use).**

GENERAL INFORMATION:

See staff report prepared by Lyle Gibson, Assistant Community Development Director



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Lyle Gibson, Assistant Community Development Director

Date: February 7, 2023

SUBJECT: **Station Point – Schematic Subdivision Plan, Zone change from A to RMU and Development Agreement.**

RECOMMENDED MOTION

Motion to approve the Rezone from A to RMU, Development Agreement, and Schematic Subdivision subject to all applicable Farmington City Standards and Ordinances, in addition to future conditions of the DRC, Council and Planning Commission, and with the following conditions:

1. Parking
 - a. Painted lines and signage on 1100 West that indicate that parking is associated with this development shall be installed by developer.
 - b. All units shall accommodate two cars internally to include garbage cans being stored in garage.
 - c. Signage and paint that prohibits parking or any encroachment in the emergency vehicle access lane shall be included.
2. Applicant shall explore and re-evaluate options to increase the street-side appearance and aesthetics and beautification through architectural features, material variation, etc.

Findings:

1. The project borders the TMU zoning district and general plan designation and is east of the Rail Trail providing an appropriate transitional housing product between the larger lot single family homes west of the Rail Trail and the Legacy Event Center to the east and higher density townhome development to the north.
2. With some adjustments, the proposed subdivision follows the requirements of the requested RMU zoning district and should be able to meet other applicable standards.
3. The project provides the required 2 spaces per unit of parking, but additional parking in close proximity for guests and residents would help mitigate future parking issues. 2 guest parking stalls have been added at the end of the drive.
4. The city's General Land Use plan will be updated prior to or concurrent with final plat approval.

5. The right of way design for 1100 West will be modified to include pull out parking stalls as included adjacent to The Avenues to the north of this development.
6. An agreement between the property owner/agent detailing the fulfillment of 10% affordable housing requirements as codified by 11-18-045 of the zoning ordinance be accepted by the City Council.
7. 1100 West improvements and side treatments (sidewalk) will be completed all the way to the Rail Trail.

BACKGROUND

The property which is located across the street from the Legacy Event Center is on a triangular piece just south of The Avenues between the Rail Trail and 1100 West.

The applicant is requesting a change in the underlying zoning in order to allow for smaller lot single family detached homes shown in the schematic subdivision plan for the Station Point development.

The proposal includes 5 single family detached units similar to the homes in the avenues directly north and adjacent to this site. The homes would be accessed from an alley on the west side of the project. Because the street is a dead-end, it includes a hammer head which serves as a turn-around for large vehicles including public safety vehicles. While each home has a 2-car garage, only a few of the homes have a driveway which can also accommodate cars. Under the current design, measures will need to be taken to ensure that the turn-around is kept free of parked vehicles. The private drive requires only 1 point of access onto 1100 West Street which is across from an existing access into the Legacy Event Center. This single access allows the homes to face the north and east sides of the property. This property covers a gap in street and sidewalk improvements between the Avenues and the Rail Trail. The proposed plans show a continuation of improvements matching those to the north.

The requested [RMU zoning district](#) allows for single-family small lots and attached units such as townhomes as a permitted use. Buildings in this district may be up to 3 stories high and should be oriented towards the street. 30% of each zone lot is required for open space along 1100 West. The homes are 3 stories in height with the exception of a 2 story home on the far south end due to a 300 buffering distance shown on the plan.

The Planning Commission tabled the schematic subdivision plan and zone change from A to RMU on June 23, 2022 for the following reasons:

1. The project provides the required 2 spaces per unit of parking, but additional parking in close proximity for guests and residents would help mitigate future parking issues. 2 guest parking stalls be may be considered at the end of the private drive. *RESOLVED*

2. The city's General Land Use plan should be updated prior to or concurrent with final plat approval. *TO BE COMPLETED*
3. The right of way design for 1100 West be modified to include pull out parking stalls as included adjacent to The Avenues to the north of this development. *THE PLAN WAS UPDATED TO SHOW THIS RECOMMENDATION*
4. An agreement between the property owner/agent detailing the fulfillment of 10% affordable housing requirements as codified by 11-18-045 of the zoning ordinance be accepted by the City Council. *DRAFT AGREEMENT INCLUDED, FINAL AGREEMENT AND FEE IN LIEU TBD WITH COUNCIL. THE PLANNING COMMISSION WAS SUPPORTIVE OF THE CONTINUATION OF SIDEWALK COUNTING TOWARDS THE FEE IN LIEU AMOUNT.*
5. 1100 West improvements and side treatments (sidewalk) be completed all the way to the Rail Trail. *THE PLAN WAS UPDATED TO SHOW THIS RECOMMENDATION*
6. The RMU district specifies a 15 foot required build to range for collector roads.
RESOLUTION: The project has set back the dwellings approximately 22 feet from the roadway, which exceeds the RBR by 7 feet. However, much of the space between the project and 1100 West contains a 10 foot sidewalk. The sidewalk width carries over from The Avenues at Station Park to the north. Staff has considered the 10 foot sidewalk to be of more value to the residents of the area, compared to the 15 foot RBR.
7. The Planning Commission requested an additional public hearing at the June 23, 2022 *THE PROJECT WAS RE-NOTICED FOR A PUBLIC HEARING TAKING PLACE ON JANUARY 5, 2023.*

The applicant returned to the Planning Commission on January 5, 2023 with updates to the plans having where the commission recommended the motion proposed in this staff report.

Since meeting with the Planning Commission, the applicant has provided an exhibit demonstrating the specifics of how they plan to address the City's moderate income housing requirement which has been included with the development agreement for the project. In brief, the applicant will install sidewalk and street improvements beyond their property boundary south to the rail trail which is an improvement valued at nearly \$25k counting by ordinance as 'some other benefit'. Based on their calculation provided within the exhibit, they will also pay roughly \$81k to the city's moderate income housing fund as a fee-in-lieu of including units within the project.

SUPPLEMENTAL INFORMATION

1. Vicinity Map
2. Schematic Subdivision Plan
3. Landscape Plan
4. Elevations
5. Development agreement concerning moderate income housing
6. Rezone Enabling Ordinance

Respectfully Submitted

A handwritten signature in blue ink, appearing to read 'Lyle Gibson', with a long horizontal flourish extending to the right.

Lyle Gibson
Assistant Community Development Director

Concur

A handwritten signature in blue ink, appearing to read 'Brigham Mellor', with a large, stylized initial 'B' and a horizontal flourish.

Brigham Mellor
City Manager



Parcel Id #(s): 08-074-0073

When recorded return to:
Farmington City Hall
Attn: City Recorder
160 S. Main Street
Farmington, UT 84025

DEVELOPMENT AGREEMENT
FOR THE STATION POINT SUBDIVISION

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 20____, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **Henry Walker Land of Northern Utah, a Limited Liability Company**, hereinafter referred to as the “Developer.”

RECITALS:

A. Developer owns approximately 0.590 acres of land located within the City, which property is more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof (the “Property”).

B. Developer desires to develop a project on the Property to be known as the Station Point (the “Project”). Developer has submitted an application to the City seeking approval of a zone change to Residential Mixed Use in accordance with the City’s Laws.

C. The Property is presently zoned under the City’s zoning ordinance as Agriculture. The Property is subject to all City ordinances and regulations including the provisions of the City’s General Plan, the City’s zoning ordinances, the City’s engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the “City’s Laws”).

D. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City’s Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to those contained in the City’s Laws. This Agreement is wholly contingent upon the approval of that zoning application.

AGREEMENT

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Property Affected by this Agreement.** The legal description of the Property contained within the Project boundaries to which the Agreement applies is attached as Exhibit A and incorporated by reference.

3. **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, Developer agrees that any development of the Property shall be in compliance with city ordinances in existence on the date of execution of this Agreement. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances.

4. **Developer Obligations.** Developer agrees to the following provisions as a condition for being granted the zoning approval sought:

a) The Property shall be developed consistent with the plans provided in Exhibit B of this Agreement, which is incorporated by reference.

5. **City Obligations.** City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City, and to provide standard municipal services to the Project. After installation of required infrastructure by Developer, the City shall provide public services to the Project such as culinary water, and to maintain the public improvements, including roads, intended to be public upon dedication to the City and acceptance in writing by the City; provided, however, that the City shall not be required to maintain any privately-owned areas or improvements that are required to be maintained by a private party or a homeowner's association in the Project.

6. **Number of Units**

a) **Unit Count.** The maximum number of units in the Project is 5.

b) **Common Space.** The Project contains at least 30% common spaces which meet the standards of City Code.

c) **Building Height.** Buildings within the Project may be 40 feet and or 3 stories in height excluding those within 300 feet from a residential zone. Structures within this buffer may be 27 feet and or/ 2 stories in height.

d) **Layout, Circulation, Connectivity.** The Project shall establish a traffic layout consistent with Exhibit B.

7. **Moderate Income Housing - In Lieu Undertaking.** The City generally expects that ten percent (10%) of developed units within a Project will be reserved for moderate-income housing purposes, as governed by Farmington City Municipal Code. Developer has proposed the following in lieu of providing that housing:

a) Developer will continue sidewalk and road improvements from the south border of the property to the Denver and Rio Grande Western Rail Trail. Road Improvements include curb and gutter and any additional asphalt from the existing road to the curb. Completing these improvements will enhance access to public facilities for pedestrians in moderate income housing units in the area. The cost of the aforementioned improvements will be deducted from the fee amount calculated and shown in Exhibit C.

The City accepts this in lieu proposal as a satisfactory substitute for the moderate-income housing obligation ordinarily provided, due to the small size of this Project. This Agreement is a “written agreement regarding the number of moderate-income housing units” as contemplated under Utah Code Ann. § 10-9a-535(1)(a).

8. **Payment of Fees.** The Developer shall pay to the City all required fees in a timely manner. Fees shall be paid in those amounts which are applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures and requirements, adopted by the City.

9. **Indemnification and Insurance.** Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys’ fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars (\$1,000,000) and naming the City as an additional insured.

10. **Right of Access.** Representatives of the City shall have the reasonable right of access to the Project and any portions thereof during the period of construction to inspect or observe the Project and any work thereon.

11. **Assignment.** The Developer shall not assign this Agreement or any rights or interests herein without prior written approval by the City, which shall not be unreasonably withheld and which is intended to assure the financial capability of the assignee. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment.

12. **Homeowner’s Association.** The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by a

private homeowner's association. The association shall either be created for this Property, or it shall be absorbed by another Association. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by the homeowner's association. The City shall have no maintenance responsibility in relation to the property owned by the homeowner association and shall only plow and maintain public roads that are designated as public on the plat.

13. Onsite Improvements. At the time of final plat recordation for the Project, the Developer shall be responsible for the installation and dedication to the City of onsite water, sewer and storm water drainage improvements sufficient for the development of the Project in accordance with City Code.

14. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer:	J Fisher Companies Attn: Chad Bessinger 1216 Legacy Crossing Blvd. Suite 300 Centerville, Utah 84014
---------------	---------------------------------------------------------------------------------------------------------------

To the City:	Farmington City Attn: City Manager 160 South Main Street Farmington, Utah 84025
--------------	------------------------------------------------------------------------------------------

15. Default and Limited Remedies. In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within sixty (60) days after giving written notice of default, the non-defaulting party shall have the following rights and remedies available at law and in equity, including injunctive relief and specific performance, but excluding the award or recovery of any damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights. In addition, the Parties have the following rights in case of default, which are intended to be cumulative:

a) The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.

b) The right to draw upon any security posted or provided in connection with the Project.

c) The right to terminate this Agreement.

16. Agreement to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Project.

17. Vested Rights. The City and Developer intend that this Agreement be construed to grant the Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances. By electing to submit a development application under a new future ordinance, however, Developer shall not be deemed to have waived its right to submit or process other development applications under the City Code that applies as of the effective date of this Agreement.

18. Amendment. The Parties or their successors in interest, may, by written agreement, choose to amend this Agreement at any time. The amendment of the Agreement relating to any substantial rights or obligations shall require the prior approval of the City Council.

19. Termination. Notwithstanding anything in this Agreement to the contrary, it is agreed by the Parties that if the Project is not completed within five (5) years from the date of this Agreement or if Developer does not comply with the City's laws and the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and to not approve any additional phases for the Project. Such termination may be effected by the City giving written notice of intent to terminate to the Developer. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given the opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. If Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

20. Attorneys' Fees. In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorneys fee.

21. General Terms and Conditions.

a) Entire Agreement. This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property and/or the Project, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Project, including any related conditions.

b) Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

c) Non-Liability of City Officials, Employees and Others. No officer, representative, agent, or employee of the City shall be personally liable to the Developer, or any successor-in-interest or assignee of the Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

d) Referendum or Challenge. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including zone changes and the approval of associated development agreements. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge is successful. In such case, this Agreement is void at inception.

e) Ethical Standards. The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.

f) No Officer or Employee Interest. It is understood and agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.

g) Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

h) Integration. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

i) No Third-Party Rights. The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

j) Recordation. This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.

k) Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.

l) Severability. If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

m) Governing Law & Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second District Court of the State of Utah, Farmington Division.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

“DEVELOPER”

**HENRY WALKER LAND OF
NORTHER UTAH**

Print Name & Office

Signature

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 2023, personally appeared before me, _____, who being by me duly sworn, did say that (s)he is a _____ of _____, a Utah Limited Liability Company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledgment to me that said limited liability executed the same.

Notary Public
FARMINGTON CITY

By _____
Brett Anderson, Mayor

Attest:

DeAnn Carlile
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 2023, personally appeared before me,
Brett Anderson, who being by me duly sworn, did say that he is the Mayor of Farmington
City, a Utah municipal corporation, and that the foregoing instrument was signed on
behalf of the City for the purposes therein stated.

Notary Public

Approved as to Form:

Paul H. Roberts
City Attorney

EXHIBIT "A"

PROPERTY DESCRIPTION

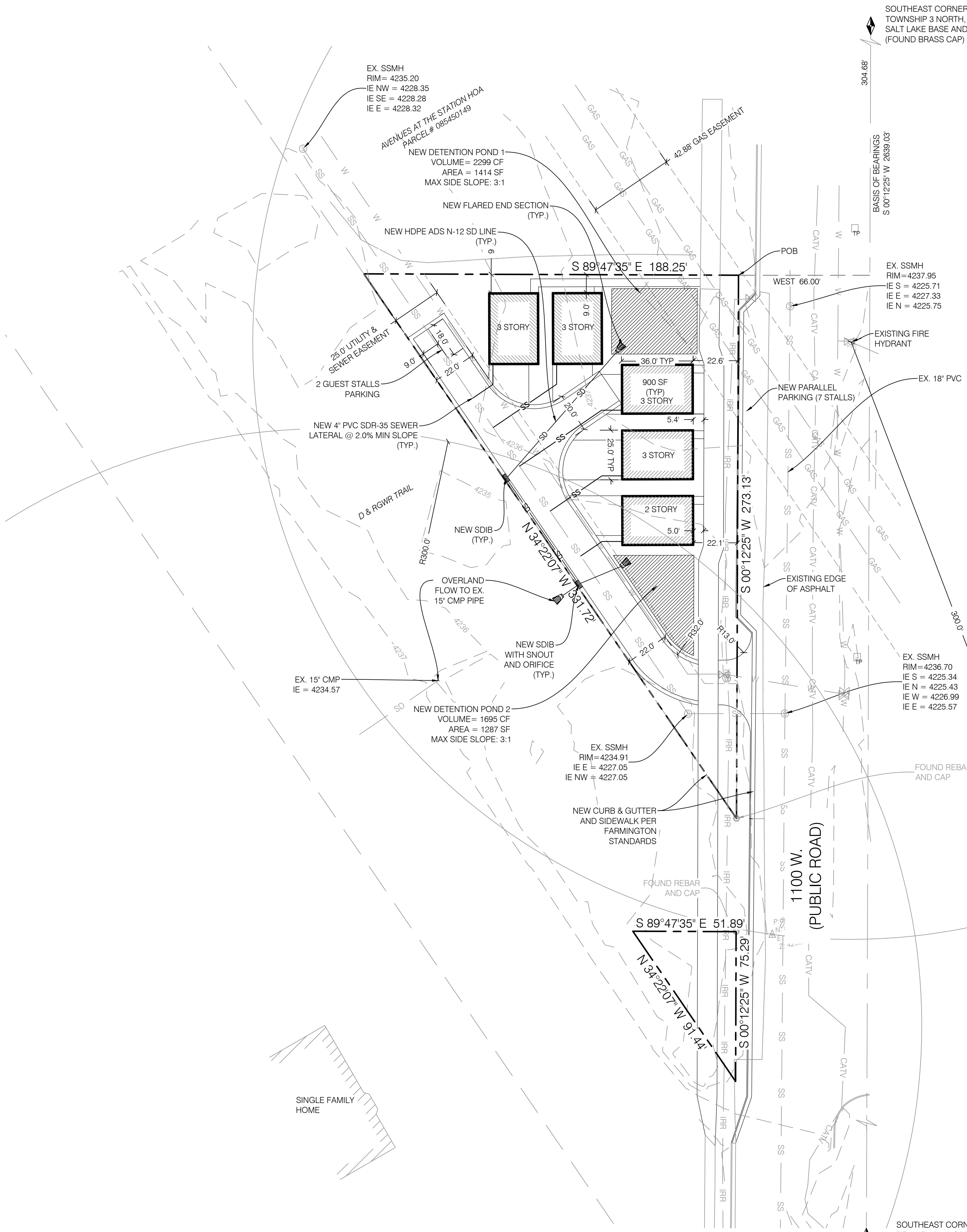
PARCEL 1:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND
RUNNING THENCE 304.68 FEET SOUTH 00°12'25" WEST ALONG THE SECTION LINE, AND 66 FEET WEST TO THE TRUE POINT OF BEGINNING; AND THENCE SOUTH 00°12'25" WEST, 273.13; THENCE NORTH 34°22'07" WEST, 331.72 FEET; THENCE SOUTH 89°47'35" EAST TO THE BEGINNING.

PARCEL 2:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND
RUNNING THENCE 634.68 FEET SOUTH 00°12'25" WEST ALONG THE SECTION LINE, AND 66 FEET WEST TO THE TRUE POINT OF BEGINNING; AND THENCE SOUTH 00°12'25" WEST, 75.29 FEET; THENCE NORTH 34°22'07" WEST, 91.44 FEET; THENCE
SOUTH 89°47'35" EAST, 51.89 FEET TO THE BEGINNING.

NOTES:
EXISTING CONDITIONS SURVEY, INITIAL SCHEMATIC LAYOUT, AND
STORM DRAIN CALCULATIONS PREPARED BY BENCHMARK
ENGINEERING & LAND SURVEYING.



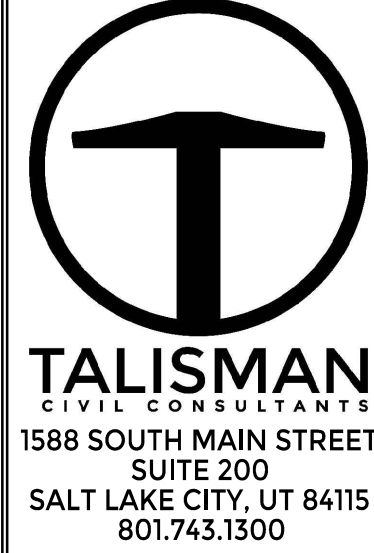
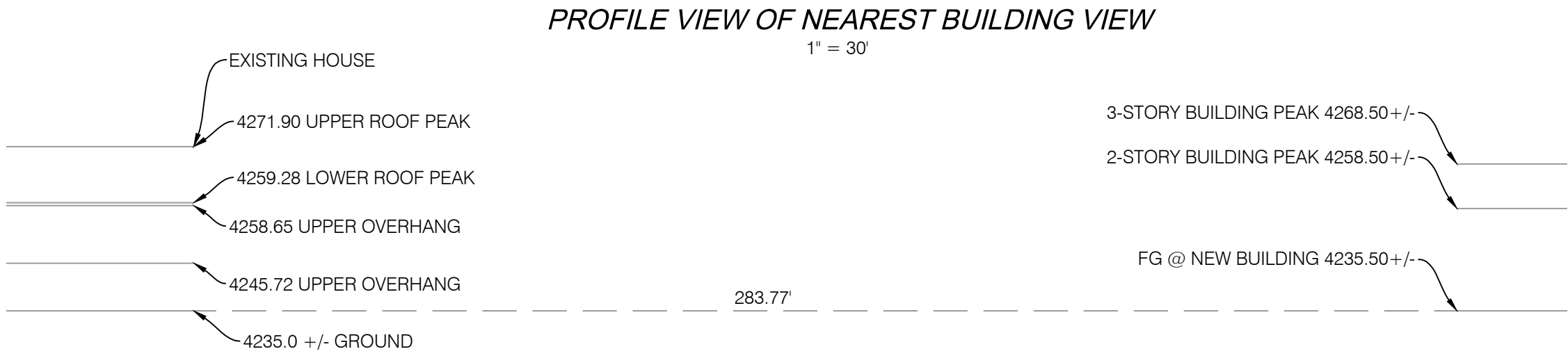
STORM DRAINAGE CALCULATIONS					
SCS CURVE NUMBER METHOD					
Area Identification (A)		CN	CN*A		
Roof=	4,500	98	441000 S.F.		
Pavement=	10,366	98	1015868 S.F.		
Landscaping=	10,842	86	932412 S.F.		
Sum:	25708 S.F.		Sum:	2389280 S.F.	
NOAA ATLAS 14 (100 YEAR STORM)				Allowable Discharge = 0.03cfs/acre	
Storm Duration	Intensity	Rainfall	Rainfall Excess	Allowed Discharge	Volume to Detain
(min)	(in/hr)	(inches)	(cu.ft.)	(cu.ft.)	(cu.ft.)
1440	0.14	3.264	5359	1387	3972
Detention Calculations					
Pond Volume					
Detention Pond 1					
Area 1 (A1)= 1414 s.f. in Depth (H): 2.50 ft					
Area 2 (A2)= 502 s.f.					
Frustum of Pyramid: V=h/3[A1+A2+ (A1*A2) ^1/2] = 2299 cf					
Detention Pond 2					
Area 1 (A1)= 1287 s.f. in Depth (H): 2.00 ft					
Area 2 (A2)= 474 s.f.					
Frustum of Pyramid: V=h/3[A1+A2+ (A1*A2) ^1/2] = 1695 cf					
Pre-Development Discharge: Q = C * i * A					
Total acreage of development: (A)				0.59 acres	
Rational Coefficient (C)				0.20	
Allowed Discharge (Q)				0.02 cfs	
Allowed Discharge (cfs/acre)				0.03 cfs/acre	
Is there adequate storage?				Storage Provided = 3,993 cf Req. Storage = 3,972 cf	YES



- NOTES:
- FEMA FLOOD INSURANCE RATE MAP NUMBER 49011C0381E
EFFECTIVE DATE: JUNE 18, 2007
FLOOD ZONE: ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN
 - AREA CONTAINS: 25,708 SQ FT OR 0.590 ACRES MORE OR LESS
 - LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN DAVIS COUNTY, UTAH

LEGEND AND ABBREVIATIONS:

SECTION CORNER & LINE (FOUND)	
PROPERTY LINE	
FOUND PL MARKER (PLAT NOTED)	
ADJACENT PL or LOT LINES	
EXISTING RIGHT-OF-WAY LINE	
CENTERLINE OF ROAD	
EASEMENT LINE	
CURB & GUTTER	
EDGE OF EXISTING ASPHALT	
SANITARY SEWER MANHOLE & PIPE	SS
STORM DRAIN MANHOLE & PIPE	SD
CULINARY PIPE LINE	W
WATER VALVE & WATER METER	
FIRE HYDRANT	
IRRIGATION VALVE & PIPE LINE	IRR
POWER POLE & OVERHEAD POWER	OHP
GAS LINE	GAS
BOX & CABLE TELEVISION LINE	CATV
TELECOMM PEDESTAL	
SDMH	STORM DRAIN MANHOLE
SSMH	SANITARY SEWER MANHOLE
SD	STORM DRAIN
CB	CATCH BASIN
IE	INVERT ELEVATION
TOG	TOP OF GRATE
POB	POINT OF BEGINNING

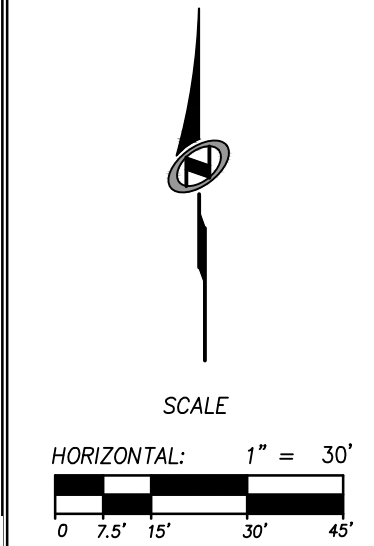


STATION POINT SUBDIVISION
SCHEMATIC PLAN
148 S 1100 W FARMINGTON CITY, UTAH

DATE: 08.30.2022

TCC JOB NUMBER: 22-099

NOT FOR
CONSTRUCTION



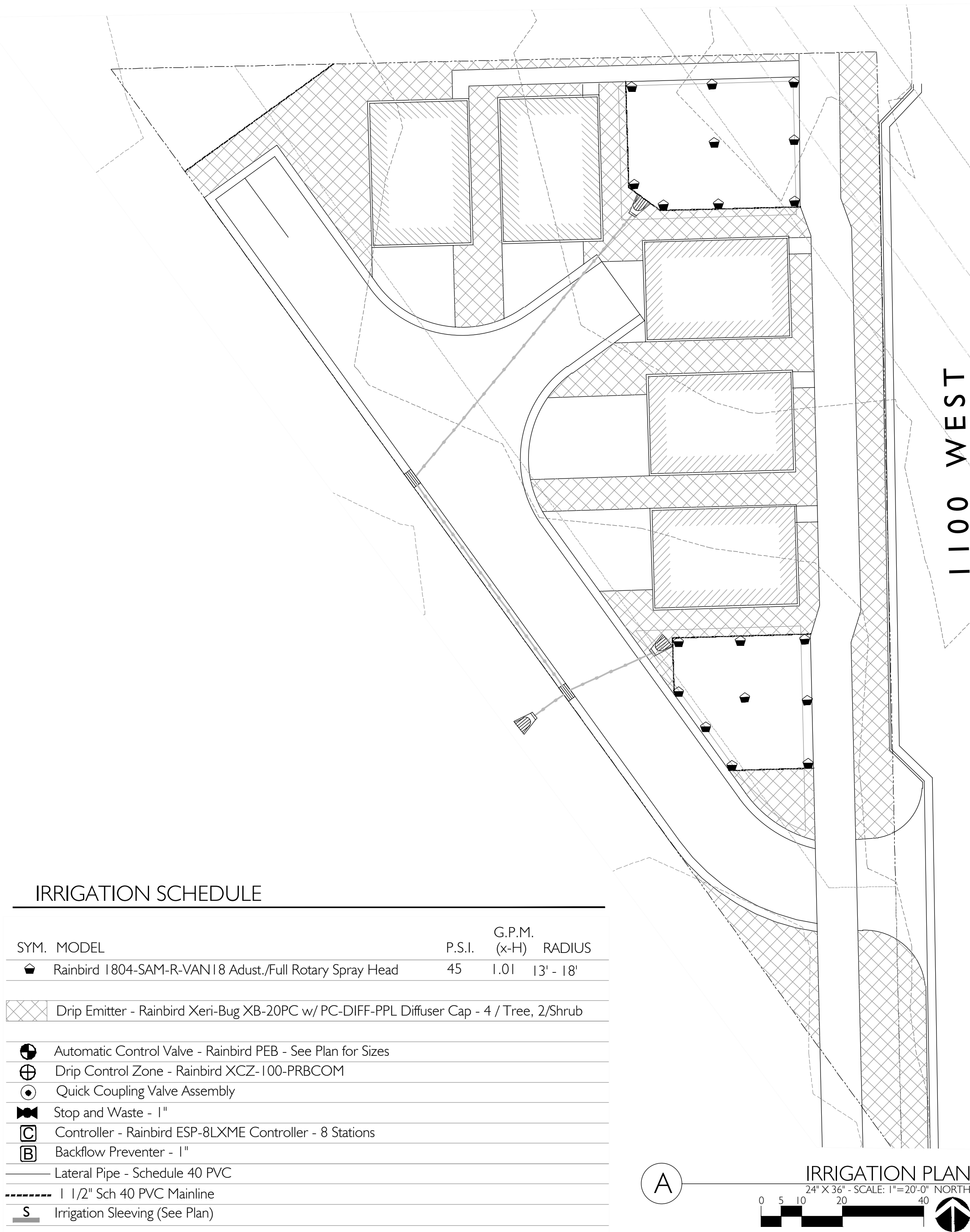
SHEET NUMBER
SD01
1 OF 1





ISSUE DESCRIP.	DATE
	9.22.2022

This drawing, as an instrument of professional service, and shall not be used, in whole or part, for any other project without the written permission of SCOTT THOMAS BLAKE DESIGN L.L.C. Copyright © 2022



IRRIGATION SCHEDULE

SYM.	MODEL	P.S.I.	G.P.M. (x-H)	RADIUS
☼	Rainbird 1804-SAM-R-VAN18 Adjst./Full Rotary Spray Head	45	1.01	13' - 18'

▨ Drip Emitter - Rainbird Xeri-Bug XB-20PC w/ PC-DIFF-PPL Diffuser Cap - 4 / Tree, 2/Shrub

⊕ Automatic Control Valve - Rainbird PEB - See Plan for Sizes

⊕ Drip Control Zone - Rainbird XCZ-100-PRBCOM

⊙ Quick Coupling Valve Assembly

⊗ Stop and Waste - 1"

⊞ Controller - Rainbird ESP-8LXME Controller - 8 Stations

⊞ Backflow Preventer - 1"

— Lateral Pipe - Schedule 40 PVC

- - - 1 1/2" Sch 40 PVC Mainline

— Irrigation Sleeving (See Plan)

A-01	Valve #
12.0	GPM
1"	Valve Size


IRRIGATION PIPE SIZING SCHEDULE

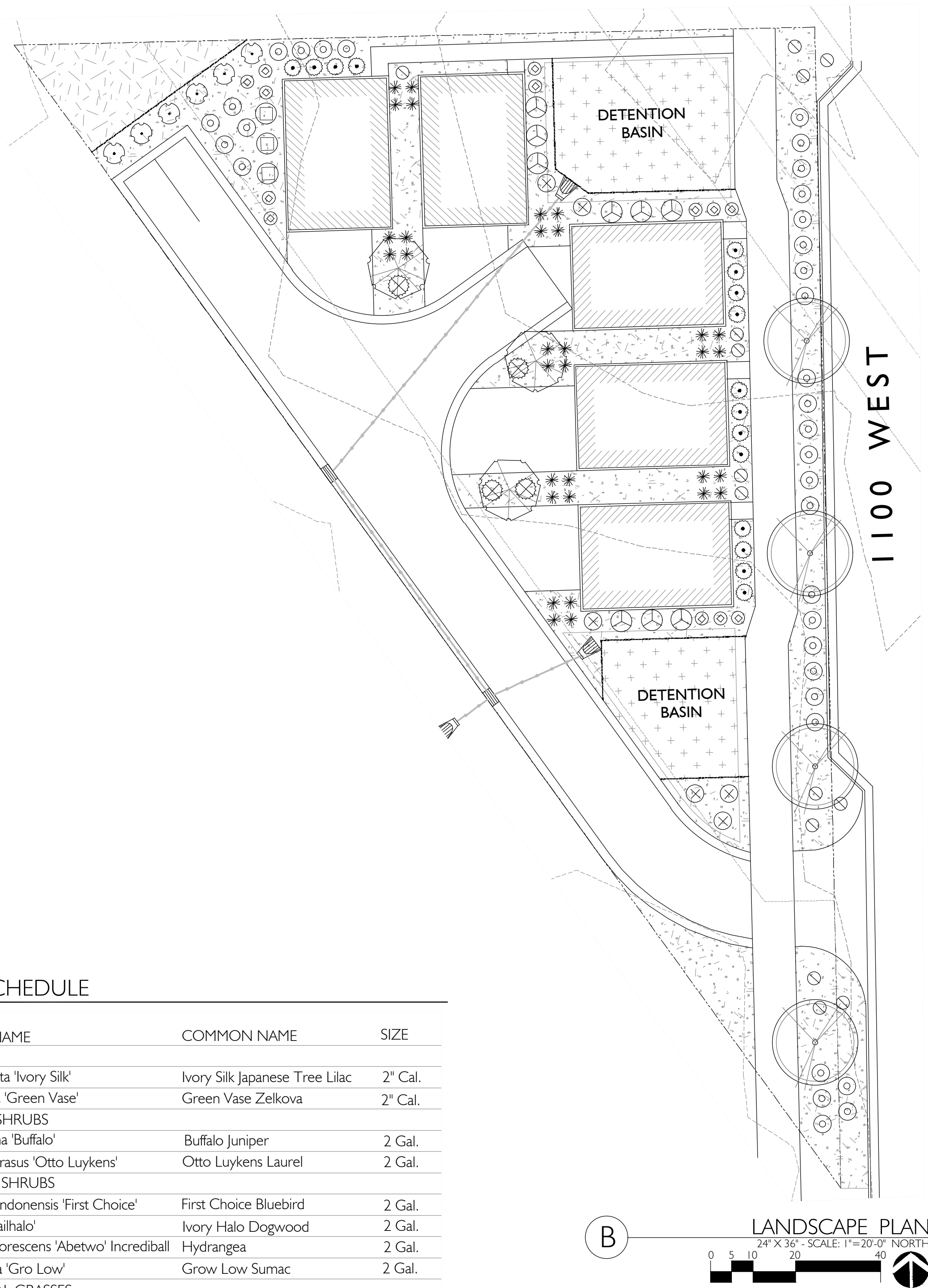
Distance - valve to end of lateral	0 - 160 FT.	160 - 200 FT.	200 - 250 FT.	250 - 300 FT.	300 - 350 FT.
3/4" SCH. 40 PVC PIPE	0 - 8 GPM	0 - 5 GPM	0 - 4 GPM	0 - 4 GPM	0 - 3 GPM
1" SCH. 40 PVC PIPE	8 - 12 GPM	5 - 10 GPM	4 - 9 GPM	4 - 8 GPM	3 - 7 GPM
1-1/4" SCH. 40 PVC PIPE	12 - 22 GPM	10 - 18 GPM	9 - 18 GPM	8 - 16 GPM	7 - 14 GPM
1-1/2" SCH. 40 PVC PIPE	22 - 30 GPM	22 - 30 GPM	18 - 26 GPM	16 - 24 GPM	14 - 22 GPM
2" SCH. 40 PVC PIPE	30 - 50 GPM	30 - 50 GPM	26 - 50 GPM	24 - 45 GPM	22 - 40 GPM
2-1/2" SCH. 40 PVC PIPE	50 - 70 GPM	50 - 70 GPM	50 - 70 GPM	45 - 70 GPM	40 - 65 GPM
3" SCH. 40 PVC PIPE	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM

LANDSCAPE GENERAL NOTES

- Do not commence planting operation until rough grading has been completed.
- All plants shall bear the same relationship to finished grade as the original grade before digging.
- All alterations to these drawings during construction shall be approved by the Project Representative and recorded on "as Built" drawings by the Contractor.
- Pre-emergent herbicide shall be used prior to mulch placement.
- All plant materials shall conform to the minimum guidelines established by the American Standard for Nursery Stock, published by the American Nursery Association, Inc.
- All plants to be balled and burlapped or container grown, unless otherwise noted on the plant list.
- The contractor shall supply all plant material in quantities sufficient to complete the planting shown on the drawings.
- Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf color, fruit and culture only as approved by the Project Representative.
- The Contractor shall locate and verify all existing utility lines prior to planting and shall report any conflicts to the Project Representative.
- Stake location of all proposed planting for approval by the Project Representative prior to commencement of planting.
- All turf areas shall receive four inches (4") of topsoil prior to planting. All shrub, groundcover, and perennial beds shall receive four inches (4") of topsoil prior to planting.
- Submit topsoil report prepared by a qualified soil testing laboratory prior to soil placement. Topsoil shall meet the following mechanical analysis:
Sand (0.05 - 2.0 mm Dia.) 20 - 70%
Clay (0.002 - 0.05 mm Dia.) 20 - 70%
The max. retained on a #10 sieve will be 15 percent. the topsoil shall meet the following analysis criteria:
pH Range of 5.5 to 8.2, a min. of 4% and max. of 8% organic matter content and free of stones $\frac{3}{4}$ " or larger. Soluble salts <2 dS/m or mmho/cm and sodium absorption ration (sar) <6.
- All tree rings and plant beds to receive mulch as specified in the Landscape Schedule.

LANDSCAPE SCHEDULE

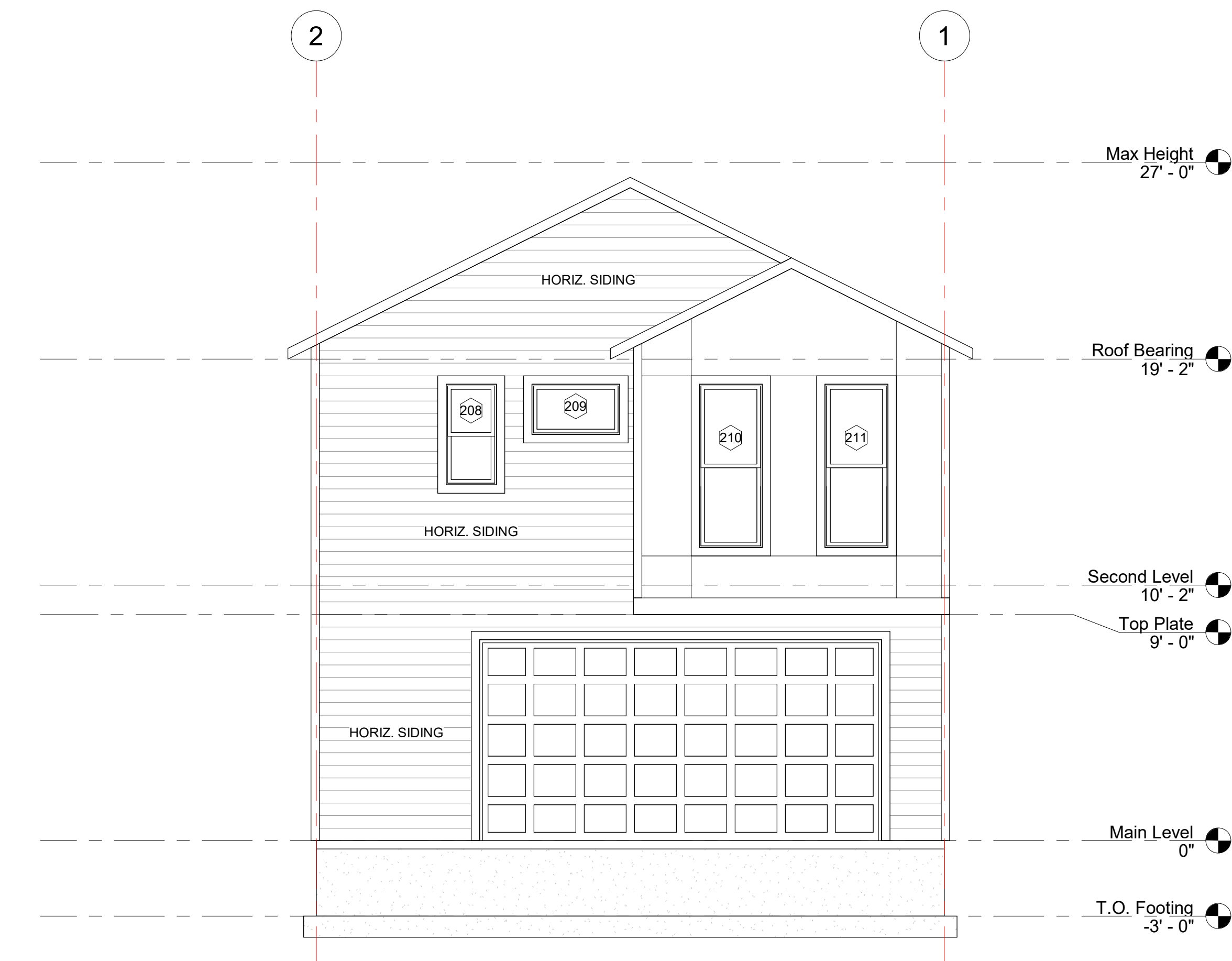
	QNTY	SCIENTIFIC NAME	COMMON NAME	SIZE
	TREES			
	3	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	2" Cal.
	4	Zelkova serrata 'Green Vase'	Green Vase Zelkova	2" Cal.
	EVERGREEN SHRUBS			
	4	Juniperus sabina 'Buffalo'	Buffalo Juniper	2 Gal.
	16	Prunus laurocerasus 'Otto Luykens'	Otto Luykens Laurel	2 Gal.
	DECIDUOUS SHRUBS			
	14	Caryopteris clandonensis 'First Choice'	First Choice Bluebird	2 Gal.
	3	Cornus alba 'Bailhalo'	Ivory Halo Dogwood	2 Gal.
	9	Hydrangea arborescens 'Abetwo' Incredibleball	Hydrangea	2 Gal.
	34	Rhus aromatica 'Gro Low'	Grow Low Sumac	2 Gal.
	ORNAMENTAL GRASSES			
	32	Calamagrostis x acutifolia 'Karl Foerster'	Karl Foerster Feather Grass	1 Gal.
	6	Miscanthus sinensis 'Gracillimus'	Slender Maiden Grass	1 Gal.
	PERENNIALS			
	6	Gaura lindheimeri 'Whirling Butterflies'	Whirling Butterflies Gaura	1 Gal.
	14	Nepeta	Catnip	1 Gal.
	TURF			
	2,322 S.F.	Chanshare Imperial Bluegrass		Sod
	698 S.F.	NATIVE TO REMAIN		
	MULCH			
	7,401 S.F.	Decorative Rock Mulch, Crushed, 1" - 2"		
	EDGING			
		Metal - Steel, 4" x 3/16"		



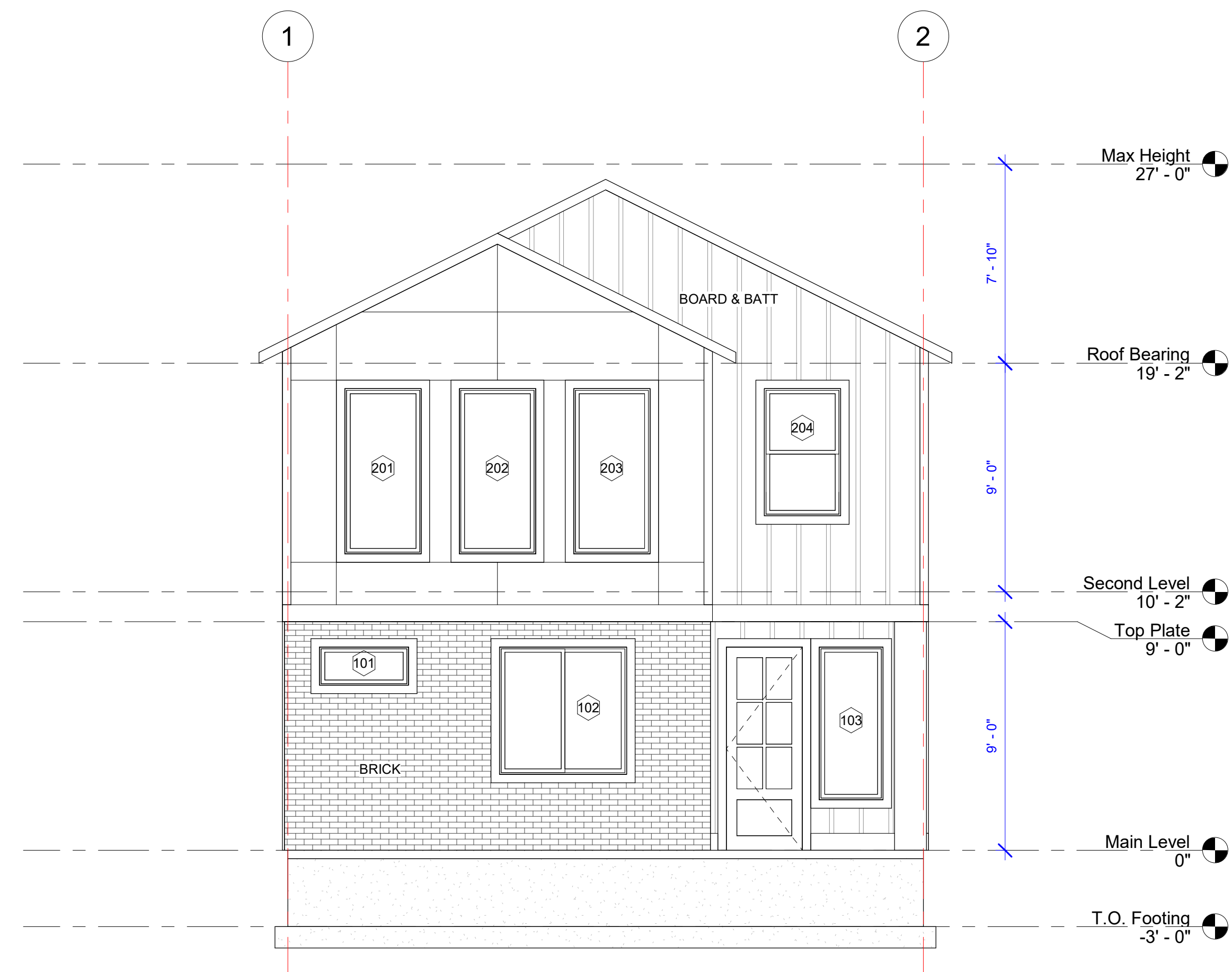
STATION POINT

1100 WEST
FARMINGTON, UTAHPREPARED FOR:
JF CAPITOL
1148 WEST LEGACY CROSSING BLVD.
CENTERVILLE, UTAHLANDSCAPE
PLAN

L101



② Rear Elevation
1/4" = 1'-0"



① Front Elevation
1/4" = 1'-0"



Subdivision, Lot

ENGINEER OF RECORD

WILLIAM YORK

HENRY WALKER HOMES

1216 W. Legacy
Crossing Blvd. Ste. 300

Centerville, Utah 84014

Plan Name Elevation A

PRINT DATE:
1/27/2023
9:54:54 AM

DRAWING TITLE
Elevations

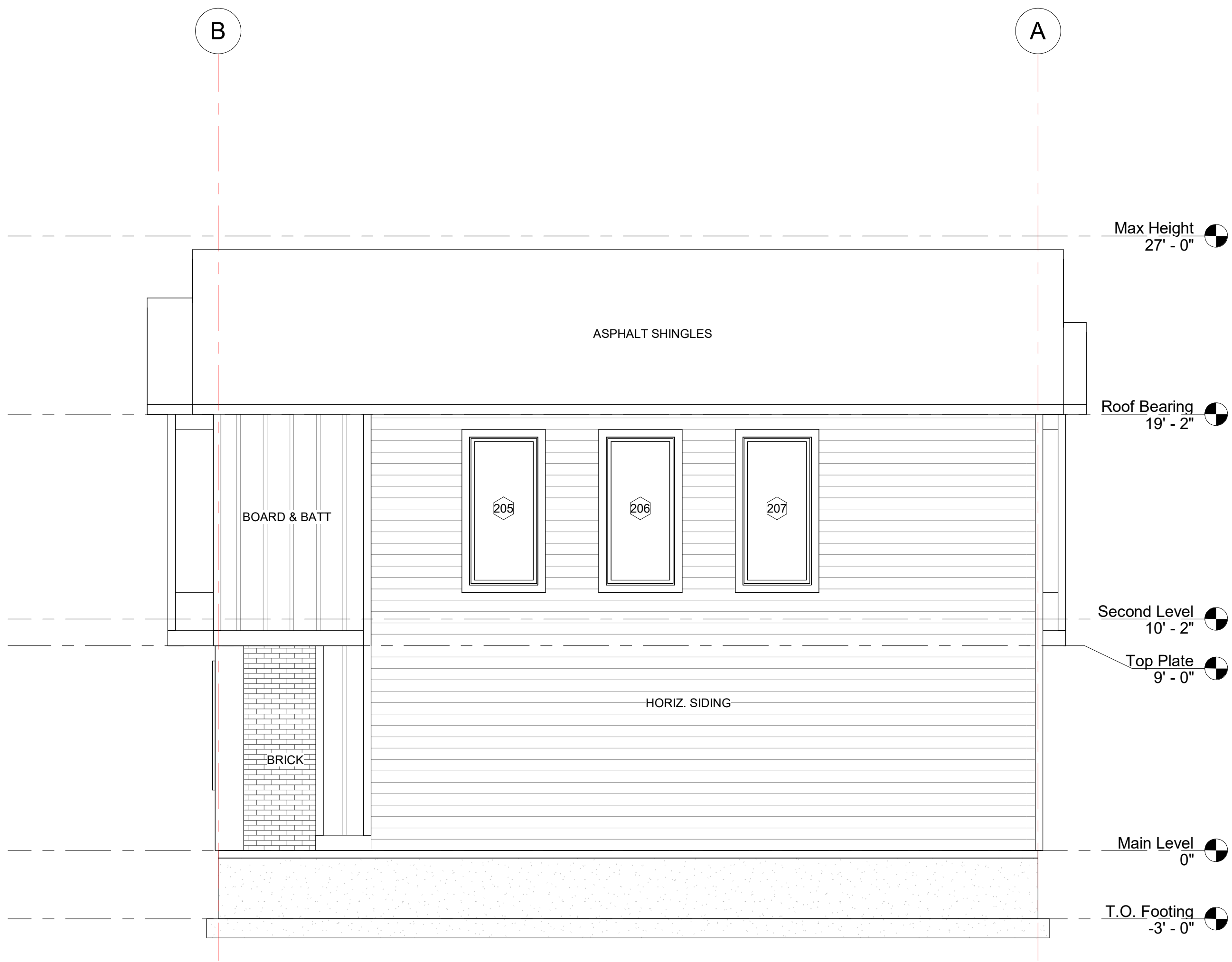
SHEET #

A2.1

THE GRAPHIC MATERIAL AND DESIGN ON THIS SHEET ARE INSTRUMENTS OF SERVICE AND REMAIN AT ALL TIMES THE PROPERTY OF HENRY WALKER HOMES (HWH). REPRODUCTION OR REUSE OF THE MATERIAL AND DESIGN CONTAINED HEREIN IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF HWH. © 2008 HENRY WALKER HOMES. ALL RIGHTS RESERVED.



② Left Elevation
1/4" = 1'-0"



① Right Elevation
1/4" = 1'-0"



Subdivision, Lot

ENGINEER OF RECORD

WILLIAM YORK

HENRY WALKER HOMES

1216 W. Legacy
Crossing Blvd. Ste. 300

Centerville, Utah 84014

Plan Name Elevation A

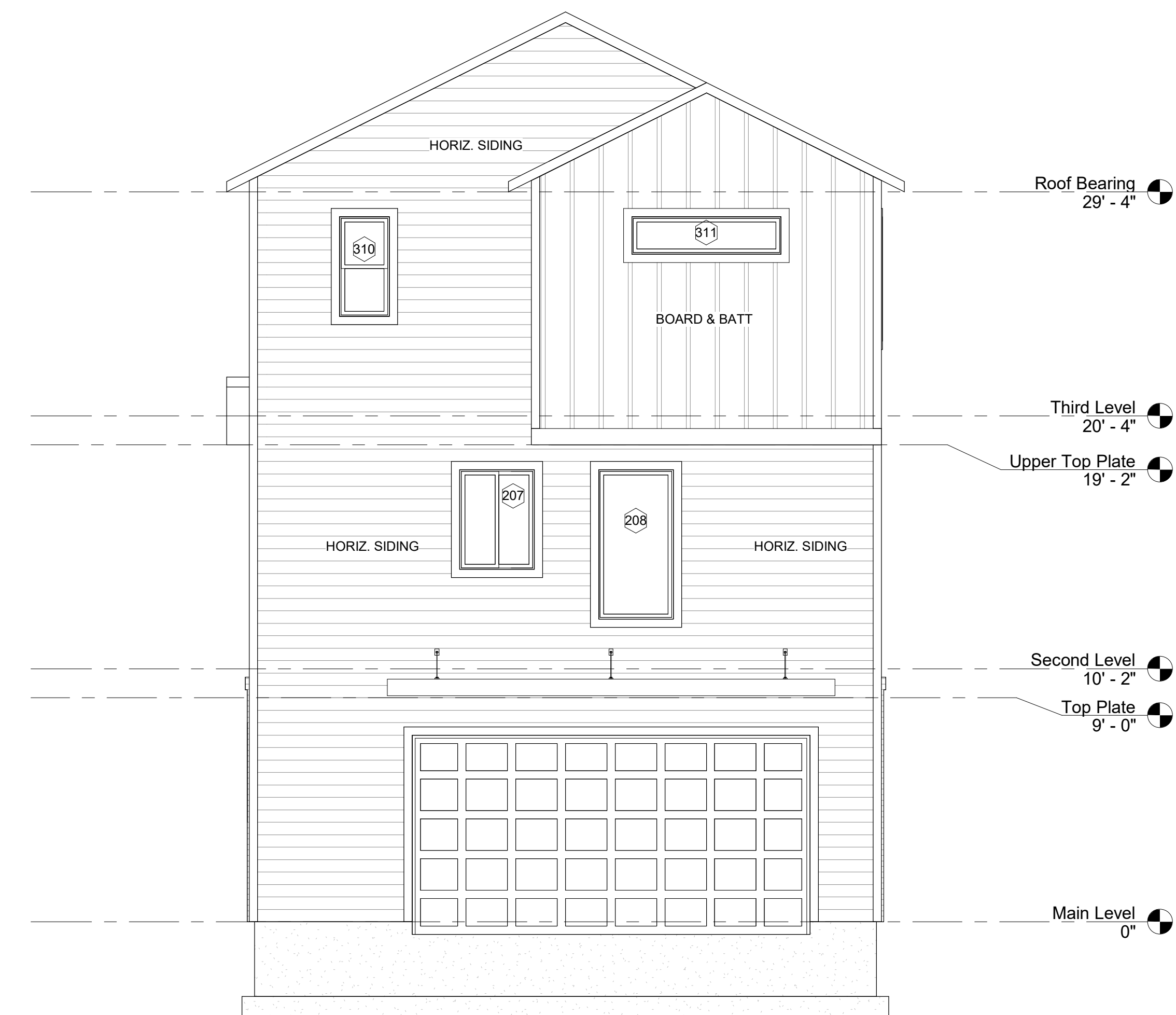
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1/27/2023
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DRAWING TITLE
Elevations

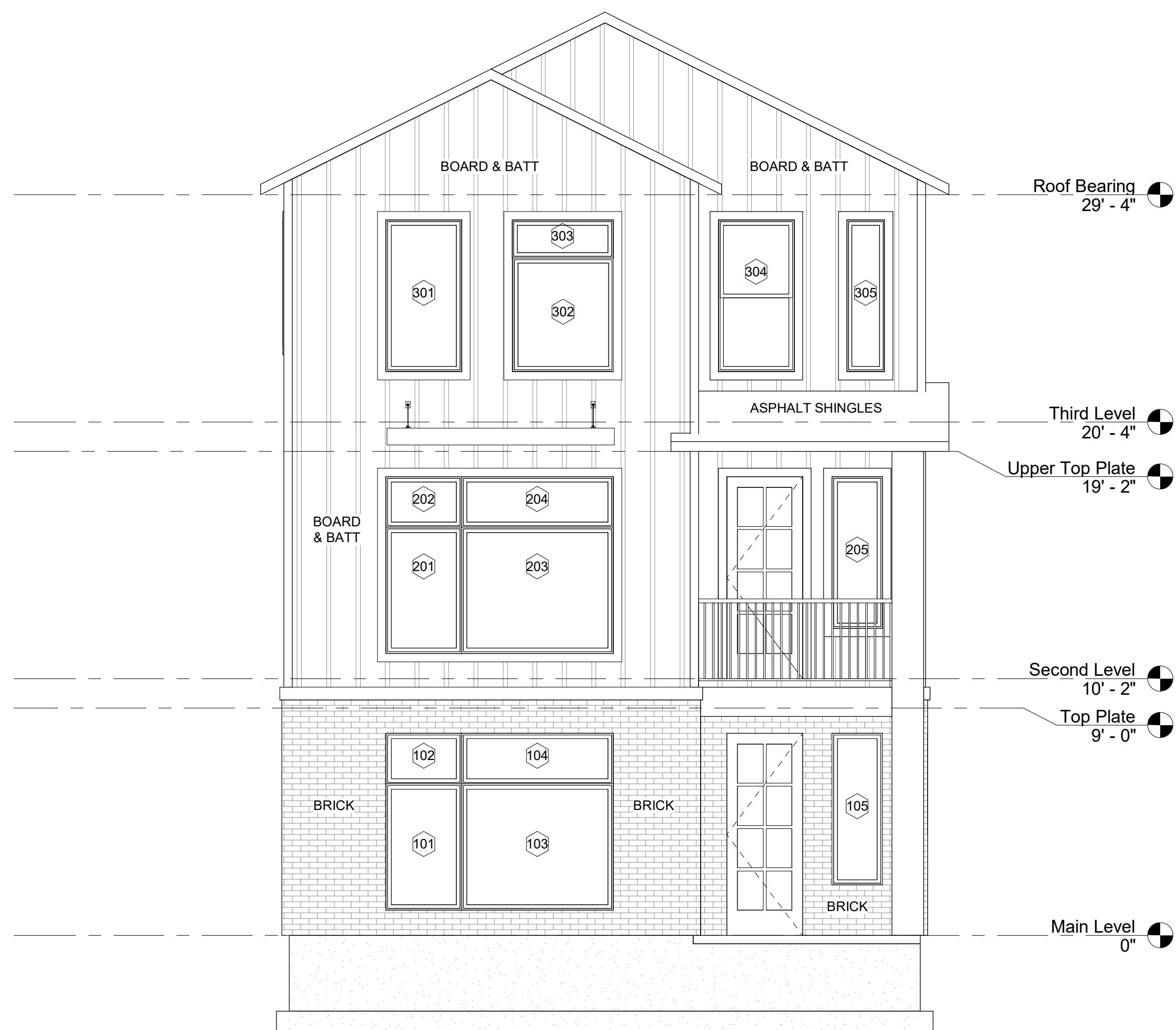
SHEET #

A2.2

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② Rear Elevation
1/4" = 1'-0"



① Front Elevation
1/4" = 1'-0"



Subdivision, Lot

ENGINEER OF RECORD
WILLIAM YORK

HENRY WALKER HOMES
1216 W. Legacy
Crossing Blvd. Ste. 300
Centerville, Utah 84014

Michiganish Elevation A

PRINT DATE:
1/27/2023
9:51:16 AM

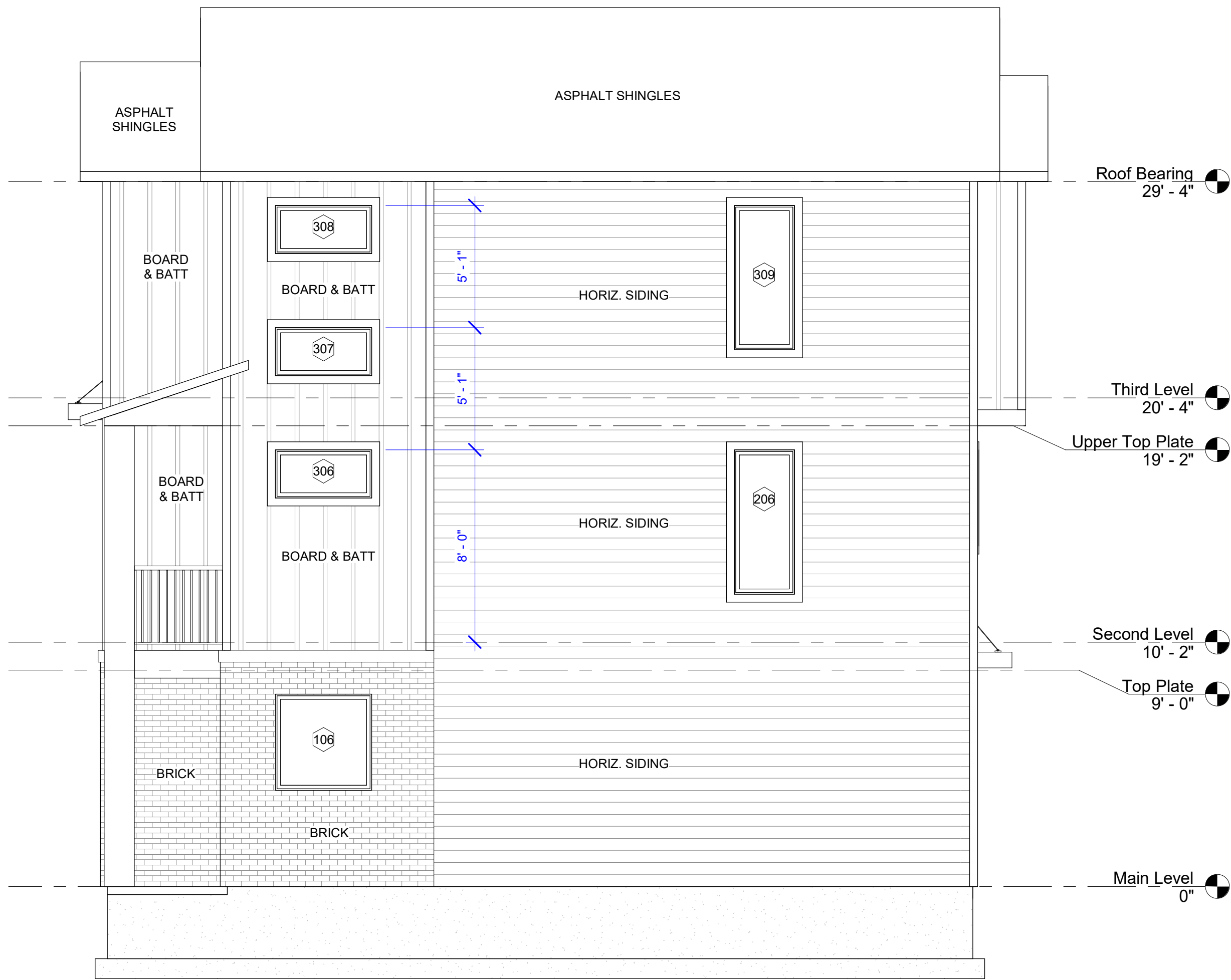
DRAWING TITLE
Elevations

SHEET #
A2.1

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② Left Elevation
1/4" = 1'-0"



① Right Elevation
1/4" = 1'-0"



Subdivision, Lot

ENGINEER OF RECORD

WILLIAM YORK

HENRY WALKER HOMES

1216 W. Legacy
Crossing Blvd. Ste. 300

Centerville, Utah 84014

Michiganish Elevation A

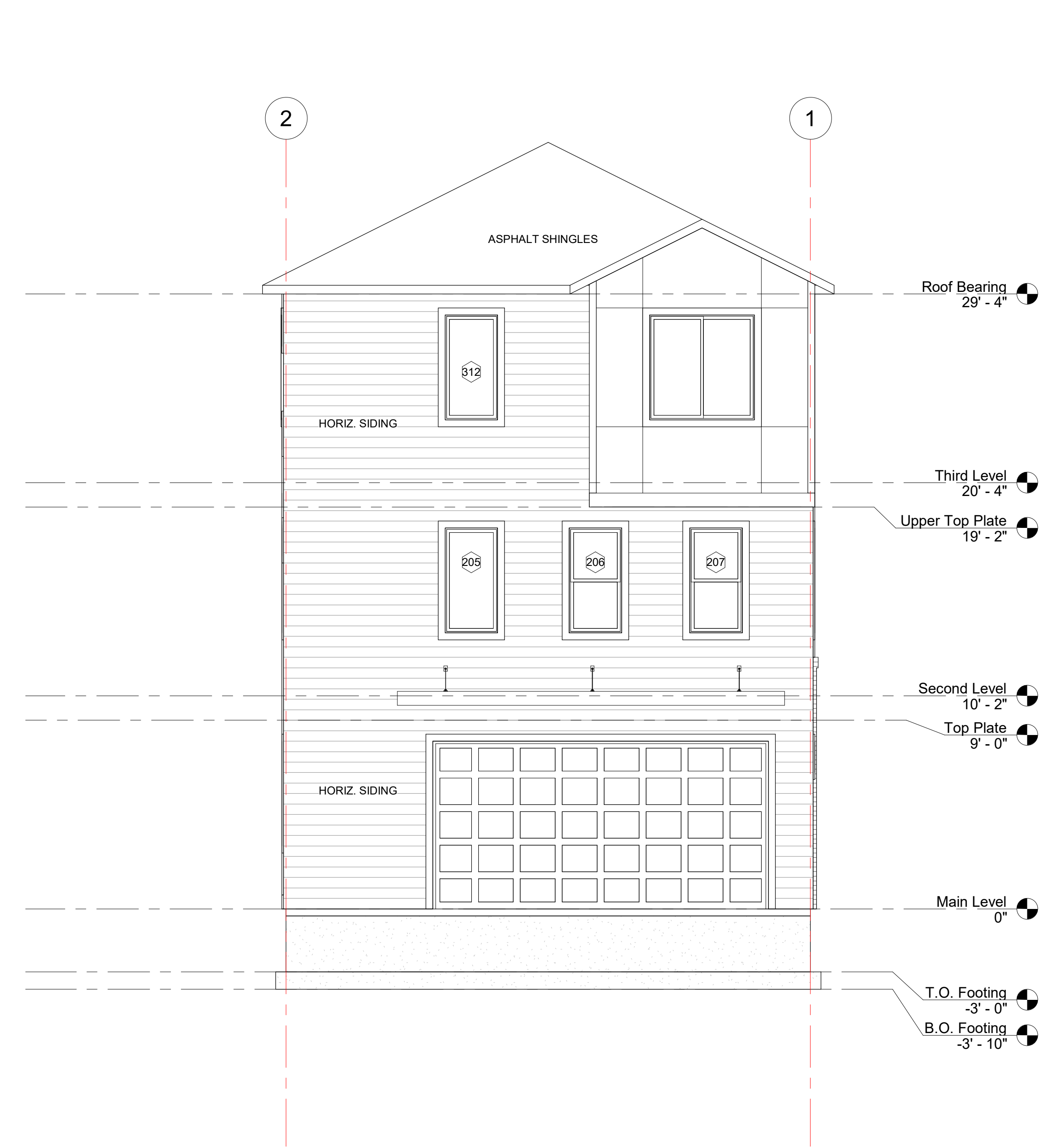
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1/27/2023
9:51:17 AM

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Elevations

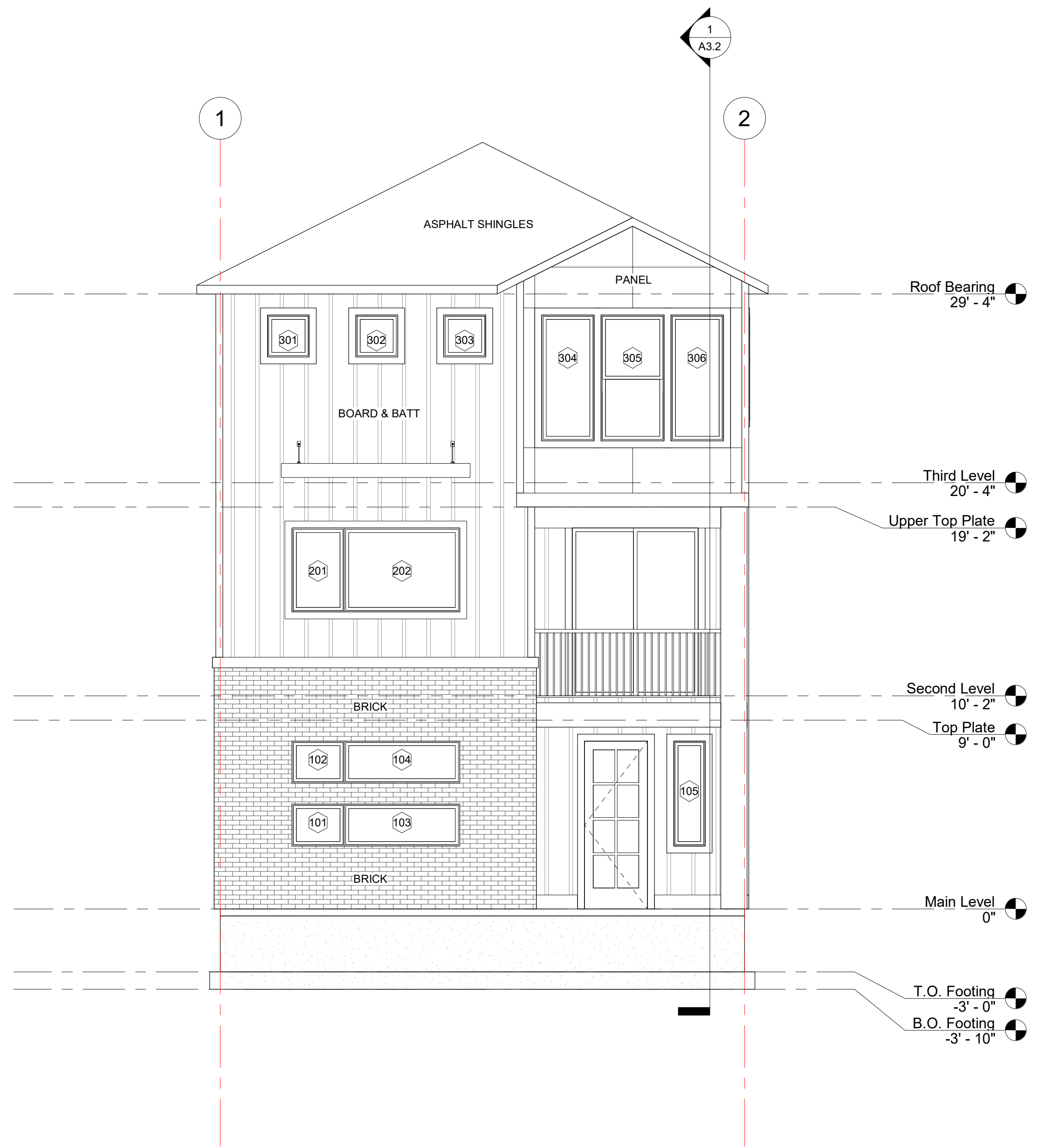
SHEET #

A2.2

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② Rear Elevation
1/4" = 1'-0"



① Front Elevation
1/4" = 1'-0"



Subdivision, Lot

ENGINEER OF RECORD

WILLIAM YORK

HENRY WALKER HOMES

1216 W. Legacy
Crossing Blvd. Ste. 300

Centerville, Utah 84014

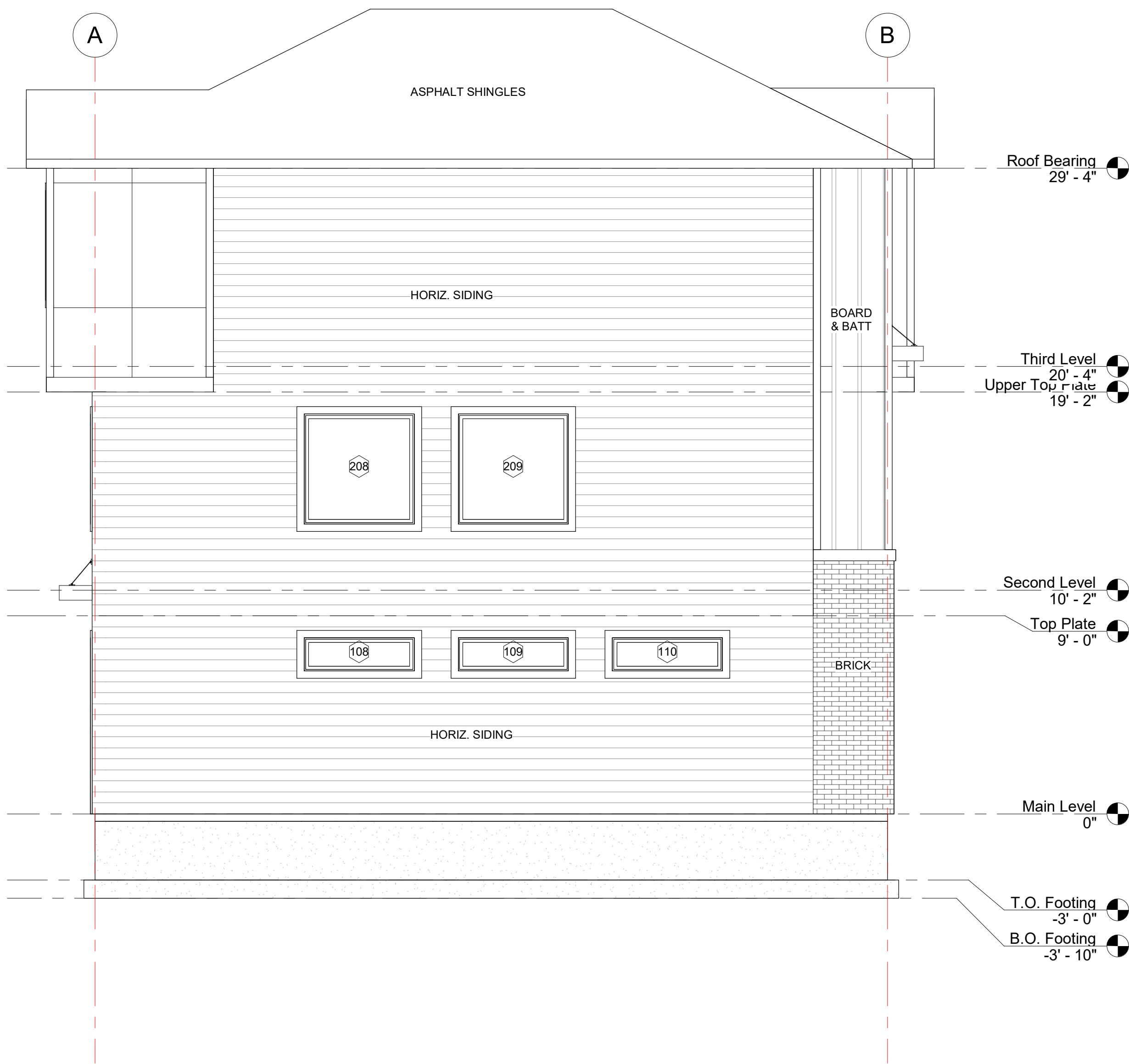
Plan Name Elevation A

PRINT DATE:
1/27/2023
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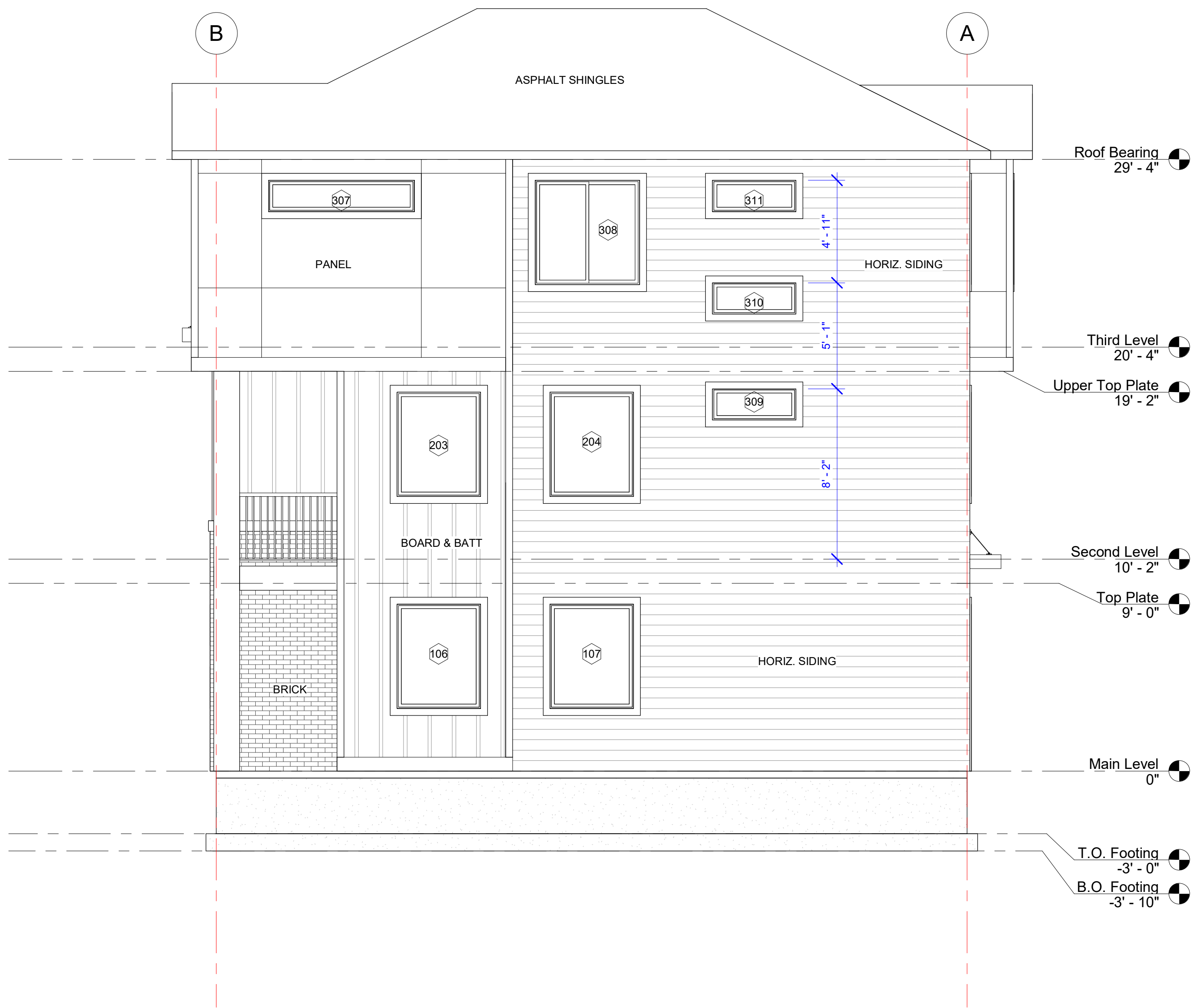
DRAWING TITLE
Elevations

SHEET #

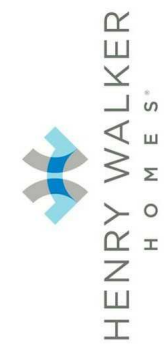
A2.1



② Left Elevation
1/4" = 1'-0"



① Right Elevation
1/4" = 1'-0"



Subdivision, Lot

ENGINEER OF RECORD

WILLIAM YORK

HENRY WALKER HOMES

1216 W. Legacy
Crossing Blvd. Ste. 300

Centerville, Utah 84014

Plan Name Elevation A

PRINT DATE:
1/27/2023
9:52:10 AM

DRAWING TITLE
Elevations

SHEET #

A2.2

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EXHIBIT C

Moderate Income Housing In Lieu Calculator

Calculations are based on a 5 unit project. 10% equals half a unit

Single Family

80% AMI Davis County	30% of the 80% AMI
\$ 78,300.00	\$ 23,490.00

Comparable Homes Sold	\$ 485,333.00
Mortgage amount	\$ 273,000.00
Interest Rate	5.20%
Annual P&I	\$ 18,165.96
PMI	0.75% \$ 2,047.50
Utility Allowance	3 Bed 1485
Insurance	0.15% \$ 409.50
Taxes	0.5% \$ 1,365.00
Total Yearly Housing Expense	\$ 23,472.96

Comparable Home Prices Subtract the Mortgage for Half a Unit	\$ 106,166.50
Cost of Sidewalk and Curb	\$ 24,814.00

10% Affordable Housing Fee In Lieu Subtracting the Cost of Sidewalk and Curb	\$ 81,352.50
---------------------------------------------------------------------------------	---------------------

FARMINGTON, UTAH

ORDINANCE NO. 2023 -

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW
A CHANGE OF ZONE FOR PROPERTY LOCATED AT
APPROXIMATELY 100 SOUTH 1100 WEST FROM A TO
RMU.**

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

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

WHEREAS, on February 7, 2023, the City Council of Farmington City found that such zoning change should be made;

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

Section 1. Zone Change. A portion of the property described in Application #Z-8-22, within the City, at 100 South 1100 West, identified as a portion of parcel number 08-074-0073, and being approximately 0.6 acres in size, is hereby reclassified from zone A to zone RMU, said property being more particularly described/illustrated as set forth in Exhibit A attached hereto and by the referenced made a part hereof.

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

Section 3. Effective Date. This ordinance shall take effect immediately upon final passage by the City Council.

DATED this 7th day of February, 2023.

FARMINGTON CITY

Brett Anderson
Mayor

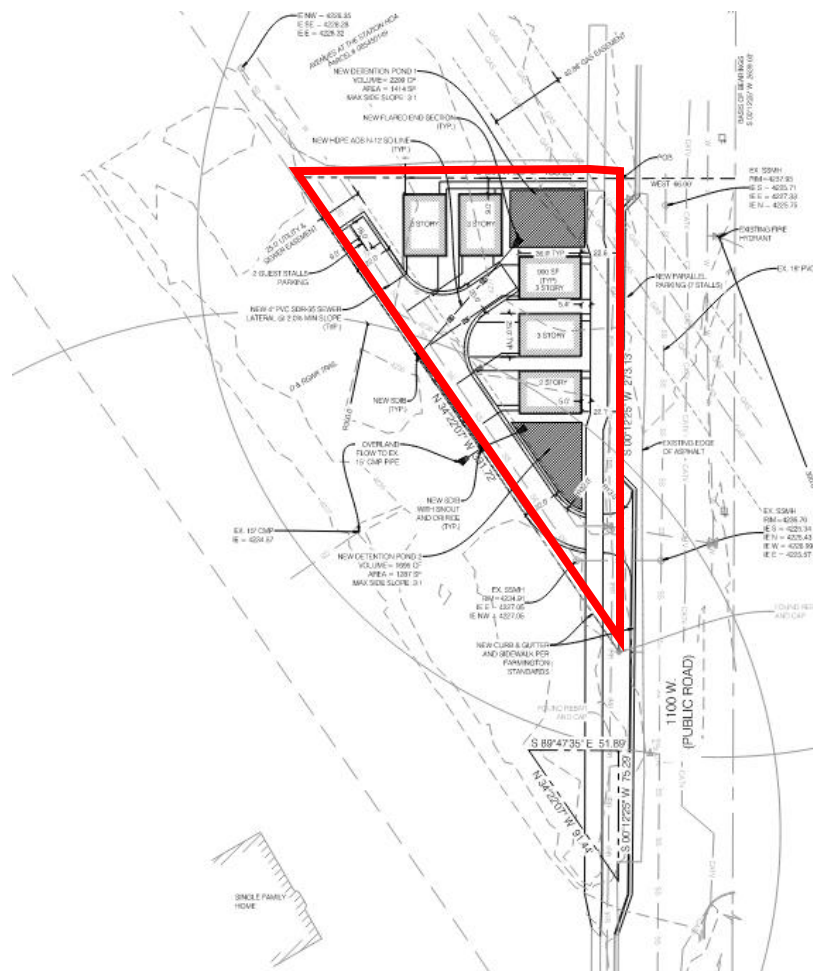
ATTEST:

DeAnn Carlile
City Recorder

EXHIBIT "A"

PROPERTY DESCRIPTION

COMMENCING AT THE EAST QUARTER CORNER OF
SECTION 23, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND
RUNNING THENCE 304.68 FEET SOUTH 00°12'25" WEST ALONG THE SECTION
LINE, AND 66 FEET WEST TO THE TRUE POINT OF BEGINNING; AND THENCE
SOUTH 00°12'25" WEST, 273.13; THENCE NORTH 34°22'07" WEST, 331.72 FEET; THENCE
SOUTH 89°47'35" EAST TO THE BEGINNING.



CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2023

BUSINESS: **Sale and trade for land to UDOT for Shepard Lane Interchange**

GENERAL INFORMATION:

See staff report prepared by Brigham Mellor, City Manager



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Brigham Mellor

Date: February 7th, 2023

SUBJECT: Sale and trade for land to UDOT for Shepard Lane interchange

RECOMMENDATION:

Approve the sale of City Owned Parcel ID: 08-058-0023 for a \$110,900.00 credit toward the purchase of UDOT-owned parcel with IDs: 08-088-0074 and 08-088-0088 (valued at \$95,136.00). The balance of this Purchase Contract and the Real Estate Purchase Contract shows a net amount of \$15,764.00 due to the City.

BACKGROUND:

The City has acquired all the land surrounding the Public Works Yard except for two parcels owned by UDOT. The state approached us about purchasing some land for the new interchange off of Shepard Ln, and we suggested that the land adjacent to our public works yard is of more value and utility than the cash offer. The State has acquiesced to our request, and this contract is the result.

Respectfully Submitted

Brigham Mellor
City Manager

**Purchase Contract
for the
Utah Department of Transportation**

This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.

The Buyer Farmington City, a Utah municipal corporation offers to purchase the Property described below from the Utah Department of Transportation. Buyer commits to deliver Earnest Money in the amount of \$ N/A, which upon acceptance of this offer by all parties shall be deposited within 3 business days. The Earnest Money will be held by N/A

PROPERTY ADDRESS: Approx. 620 W. Clark Lane & 150 N. 650 W, Farmington

1 Also described as UDOT Parcel (s) # 214:TAQ & 215:TAQ, see exhibit 'A'

2. **WATER RIGHTS.** No Water Rights / Shares are included in this sale.

3. **PURCHASE PRICE.** The purchase price for the Property is: \$ 95,136.00

As additional consideration for the sale of the property that is the subject of this Purchase Contract by UDOT to Buyer, Buyer agrees to exchange parcel 106:A to UDOT pursuant to the terms of that separate Real Estate Purchase Contract executed contemporaneously herewith, with the value of parcel 106:A in the amount of \$110,900.00 to be credited toward the Purchase Price set forth in this Purchase Contract. The balance of this Purchase Contract and the Real Estate Purchase Contract showing a net amount of \$15,764.00 due to Buyer, which amount shall be paid at closing by Buyer.

4. **APPRAISAL.** This offer is X is **not** contingent upon the Buyer obtaining an appraisal on the Property.

5. **FINANCING.** This offer is X is **not** contingent upon the Buyer securing a loan on the property.

6. **ADDITIONAL TERMS.** There are X are **not** addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: Addendum No.

7. **CLOSING.** This transaction shall be closed on or before . UDOT will approve the designated Title Company. UDOT does not pay any of the fees associated with closing. Possession shall be at time of recording and Buyer's portion of the property taxes shall be prorated as of closing. If applicable, Buyer agrees to take the Property subject to existing leases. Title Company to be used by buyer, Cottonwood Title, Layton.

8. **SURVEY.** UDOT will not accept a revised legal description. If the buyer chooses to contract with an outside company for a survey it will be the responsibility of the surveyor to work with the county to change the legal description after closing.

 Seller's Initials

 Buyer's Initials

9. SELLER DISCLOSURES, WARRANTIES AND REPRESENTATIONS. Buyer understands that Seller acquired the Property for road purposes and makes no representation concerning the condition of the Property. Buyer agrees to accept the Property in "as is" condition, including any hidden defects or environmental conditions affecting the Property, whether known or unknown, whether such defects were discoverable through an inspection or not. Buyer acknowledges that Seller, its agents and representatives negates and disclaims any representation, warranties, promises, covenants, agreements or guarantees, implied or express, in respect to the following:

9.1 The conformity of the property to any zoning, land use or building code requirements or compliance with any laws, rules or ordinances of state and local government; and

9.2 The closing of this sale shall constitute acknowledgement by the Buyer that they had the opportunity to retain an independent, qualified professional to inspect the Property and that condition of the Property is acceptable to the Buyer.

9.3 Buyer agrees that the Seller shall have no liability for any claims or losses the Buyer or assigns may incur as a result of defects that may now or hereafter exist on the property.

10. CONDITION OF PROPERTY. Buyer hereby accepts the Property in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, state, and federal laws, ordinances and regulations governing and regulating the use of the Property. Buyer acknowledges that neither the Department nor any agent of the Department has made any representation or warranty with respect to the condition of the Property or the suitability thereof for the conduct of Buyer, nor has UDOT agreed to undertake any modification, alteration or improvement to the Property. Buyer agrees to accept the Property in its presently existing conditions "as is," and that the Department shall not be obligated to make any improvements or modifications thereto. Buyer represents and acknowledges that it has made a sufficient investigation of the conditions of the Property existing immediately prior to the execution of the purchase agreement and is satisfied that the Property are fully fit physically and lawfully for Buyer's desired use.

11. ANTIQUITIES. It is understood and agreed that all treasure trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the State of Utah. The Buyer shall report any discovery of a "site" or "specimen" to the Division of State History in compliance with the provisions of Sections 9-8-304, 305, 306 and 307, Utah Code Annotated (1953), as amended and take such action as may be required for the protection of said "site" or "specimen."

12. VENUE. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the 2nd Judicial District Court in and for Davis County.

13. AUTHORITY OF SIGNERS. If Buyer is a corporation, partnership, trust, limited liability Company, or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. This contract together with its addenda, and any attached exhibits, constitutes the entire Contract between the parties and supersedes and replaces any and

____ Seller's Initials

____ Buyer's Initials

all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after Closing, related to this Contract **MAY** (upon mutual agreement of the parties) first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation.

16. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation.

17. DEFAULT. Both parties agree that the liquidated damages will be limited to 100% of the Earnest Money Deposit. Liquidated damages shall not include costs of suit for specific performance.

18. FAX TRANSMISSION. Facsimile transmission of a signed copy of this Contract, any addenda, or counteroffers shall be the same as an original.

19. RISK OF LOSS. All risk of loss or damage to the property shall be borne by the Seller until Closing.

20. BUYER ACKNOWLEDGEMENTS:

20.1 Real property is transferred by a Quit Claim Deed not a Warranty Deed. Buyer has reviewed the map and the Quit Claim Deed for deed restrictions.

20.2 Buyer understands that State property is likely to have multiple offers. All property is sold contingent upon the previous owner's first right of refusal and final disposal approval from UDOT. **UDOT reserves the right to reject all offers.**

20.3 Property is not sold by tax id or sidwell number. State owned property is sold by project and parcel number referenced by the state road. Any reference to the county parcel number will be crossed out and State Road number will be inserted.

20.4 Buyer acknowledges and agrees that the Property is sold "as is". No other provisions, statements or disclosures regarding the condition shall be treated as a warranty of any kind.

21. CONTINGENCIES & DUE DILIGENCE

21.1 FINANCING & APPRAISAL. Buyer shall have until _____ N/A _____ (date) to complete and remove these conditions.

21.2 DUE DILIGENCE PERIOD. Buyer shall have until _____ N/A _____ (date) to complete any due diligence and/or any desired approvals.

Seller's Initials

Buyer's Initials

_____ **ACCEPTANCE:** Seller accepts this offer based on the terms and conditions specified above.



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

TERIANNE S. NEWELL, P.E.
Deputy Director of Planning and Investment

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

July 5, 2022

Farmington City
Po Box 160
Farmington, UT 84025

Dear Farmington City:

The Utah Department of Transportation (UDOT) has prepared an offer to purchase your property, which is located at Approx. 1142 North 1500 West, Farmington, UT 84025 and has assigned parcel number(s) 106:A to help identify your property during this process. The property has been valued using standard valuation methods. Based on those methods, UDOT hereby makes an offer to purchase your property for \$110,900.00.

Although this letter is provided as part of an attempt to negotiate with you for the sale of your property or an interest in your property without using the power of eminent domain, UDOT may use that power if it is not able to acquire the property by negotiation. Because of that potential, the person negotiating on behalf of UDOT is required to provide the following disclosures to you:

- * You are entitled to receive just compensation for your property.
- * You are entitled to an opportunity to negotiate with UDOT over the amount of just compensation before any legal action will be filed.
- * You are entitled to an explanation of how the compensation offered for your property was calculated.
- * If an appraiser is asked to value your property, you are entitled to accompany the appraiser during an inspection of the property.
- * You are entitled to discuss this case with the attorneys at the Office of the Property Rights Ombudsman. The office may be reached at 801-530-6391, or at Heber M. Wells Building, 160 East 300 South, Salt Lake City, UT, 84111.
 - * The Office of the Property Rights Ombudsman is a neutral state office staffed by attorneys experienced in eminent domain. Their purpose is to assist citizens in understanding and protecting their property rights. You are entitled to ask questions and request an explanation of your legal options.
- * If you have a dispute with UDOT over the amount of just compensation due to you, you are entitled to request free mediation or arbitration of the dispute from the Office of the Property Rights Ombudsman. As part of mediation or arbitration, you are entitled to request a free independent valuation of the property.
- * Oral representations or promises made during the negotiation process are not binding upon the entity seeking to acquire the property by eminent domain.



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

TERIANNE S. NEWELL, P.E.
Deputy Director of Planning and Investment

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

I will be pleased to visit with you or your representative to discuss this offer and to answer any questions you might have about the acquisition process. Please review all the enclosed documents:

- * Ombudsman's Acquisition Brochure - Your Guide to Just Compensation
- * Offer to Purchase
- * Statement of Just Compensation
- * Right of Way Contract
- * Deed(s) and/or Easement(s)
- * Map and legal description

I will be calling you to discuss the enclosed documents and to answer any questions you may have regarding this UDOT Project. If you don't hear from me in the next couple of days it might mean that I have been unable to locate a good telephone number for you. As that may be the case, please give me a call and leave your contact phone number and best time for me to contact you. My contact information is on my business card and also printed below. For your records please make yourself a copy of the documents you are signing before sending them back.

If you are in agreement with our offer, please sign and initial the contract, offer to purchase, all deed(s) and/or easement(s). All deed(s) and/or easement(s) must be signed and notarized. Once all of the required documents have been signed and approved by UDOT, closing documents will be prepared. Please note the signed documents must be approved by the UDOT Director of Right of Way before they will be a final enforceable contract. Upon receipt of the signed documents, a check will be issued payable to you after all applicable liens have been paid. This payment along with a copy of the fully executed contract will be returned to you in approximately six weeks. If you have any questions about the closing or acquisition process, please contact me at your earliest convenience.

On behalf of UDOT, I look forward to working with you.

Sincerely,

Wendy Hansen

Wendy Hansen (Consultant)
801-631-6121
Acquisition Agent / Right of Way Division
Utah Department of Transportation



Utah Department of Transportation
Right of Way Division
Statement of Just Compensation

Project No: S-I15-7(340)325 Parcel No.(s): 106:A

Pin No: 15684 Job/Proj No: 72703 Project Location: I-15; Shepard Ln Intchg & Ped Overpass
County of Property: DAVIS Tax ID / Sidwell No: 08-058-0023
Property Address: Approx. 1142 North 1500 West FARMINGTON UT, 84025
Owner's Address: PO BOX 160, Farmington, UT, 84025
Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Farmington City, a Utah municipal corporation
Grantee: Utah Department of Transportation (UDOT)/The Department

The following information is the basis for the amount estimated by Utah Department of Transportation to be just compensation.

Parcel No.	Type of Interest Acquired	Size	Units	Price Per Unit	Property % Use	County
106:A	Land	4717	SQFT	\$23.5	100 Government	DAVIS

VALUE OF THE TAKING

					Factor	Value
106:A	----->	4717	SQFT	\$23.5	100 x 1 =	\$110,850.00

OTHER COSTS

106:A	Rounding					\$50.00
-------	----------	--	--	--	--	---------

NET AMOUNT: \$110,900.00

Utah Department of Transportation declares that this offer is the amount that has been established by UDOT as just compensation and is in accordance with applicable State laws and requirements. Just compensation is defined as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway.

DATE: 7-5-2022

Wendy Hansen
Wendy Hansen (Consultant) / Acquisition Agent

OFFER TO PURCHASE RIGHT OF WAY

Pin: 15684 **Project No:** S-I15-7(340)325

Owner Name: Farmington City, a Utah municipal corporation

Property Address: Approx. 1142 North 1500 West, FARMINGTON, UT 84025

Parcel No: 106:A

Authority No: 72703

Tax Id: 08-058-0023

Project Location: I-15; Shepard Ln Intchg & Ped Overpass

The Utah Department of Transportation hereby makes you an offer of \$110,900.00 as Just Compensation for your property and/or easement(s) on your property.

This is the approved value for the parcel of land described in the Project shown above.

Utah Department of Transportation declares that this offer has been established by the Department as Just Compensation and is in accordance with applicable State laws and requirements. Just Compensation is defined as the fair market value of the property acquired. This amount is based on the land, improvements and any fixtures considered to be real property.

The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, and other related transportation uses.

This letter is not a contract to purchase your property. It is merely an offer to purchase the property and/or purchase easement(s) on your property for \$110,900.00. Along with this Offer attached are the Statement of Just Compensation, Executive Summary of Property Owner's Rights, and the Agency's Brochure. Your signature is for the purpose of verifying that you have actually received these items. Signing this document does not prejudice your right to have the final amount determined through Condemnation proceedings in the event you do not accept this Offer. Information regarding your rights is explained in the agency's brochure.

Information about the acquiring process and procedures is included in the Agency's Brochure, which has been given to you. Other information regarding your rights as a property owner was also given to you with this offer. If you have questions regarding this offer or information given to you, please contact me, Wendy Hansen (Consultant). I can be reached at 801-631-6121.

Receipt: Please sign below to indicate you have received the following documents:

Ombudsman's Acquisition Brochure - Your Guide to Just Compensation

Offer to Purchase & Offer Letter

Statement of Just Compensation

Right of Way Contract

Deed(s) and/or Easement(s)

Map and legal description

Date: _____ By: _____

Signature of Grantor/Owner

Date: _____ By: _____

Signature of Grantor/Owner

Date: 7-5-2022 By: Wendy Hansen

Wendy Hansen (Consultant) / Acquisition Agent



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-I15-7(340)325 Parcel No.(s): 106:A

Pin No: 15684 Job/Proj No: 72703 Project Location: I-15; Shepard Ln Intchg & Ped Overpass
County of Property: DAVIS Tax ID(s) / Sidwell No: 08-058-0023
Property Address: Approx. 1142 North 1500 West FARMINGTON UT, 84025
Owner's Address: PO BOX 160, Farmington, UT, 84025
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Farmington City, a Utah municipal corporation

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Farmington City, a Utah municipal corporation ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,¹ and UDOT and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 106:A, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. UDOT shall pay and Owner accepts \$110,900 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and UDOT have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or UDOT under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the UDOT Director of Right of Way, Owner grants UDOT, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-I15-7(340)325 Parcel No.(s): 106:A

Pin No: 15684 Job/Proj No: 72703 Project Location: I-15; Shepard Ln Intchg & Ped Overpass
County of Property: DAVIS Tax ID(s) / Sidwell No: 08-058-0023
Property Address: Approx. 1142 North 1500 West FARMINGTON UT, 84025
Owner's Address: PO BOX 160, Farmington, UT, 84025
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Farmington City, a Utah municipal corporation

4.2 Fees/Costs.

(a) **Escrow Fees.** UDOT agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) **Title Insurance.** If UDOT elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold UDOT harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to UDOT in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

As additional consideration for the acquisition of the Subject Property that is the subject of this Real Estate Purchase Contract by UDOT from Owner, UDOT agrees to exchange 214:SAQ & 215:SAQ to Owner pursuant to the terms of that separate Purchase Contract executed contemporaneously herewith, with the value of 214:SAQ & 215:SAQ in the amount of \$95,136.00 to be credited toward the Purchase Price of \$110,900.00 set forth in this Contract. The balance of this Contract and the Purchase Contract showing a net amount of \$15,764.00 due to Owner, which amount shall be paid at closing by UDOT.

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-I15-7(340)325 Parcel No.(s): 106:A

Pin No: 15684 Job/Proj No: 72703 Project Location: I-15; Shepard Ln Intchg & Ped Overpass

County of Property: DAVIS Tax ID(s) / Sidwell No: 08-058-0023

Property Address: Approx. 1142 North 1500 West FARMINGTON UT, 84025

Owner's Address: PO BOX 160,Farmington,UT,84025

Primary Phone: Owner's Home Phone: Owner's Work Phone:

Owner / Grantor (s): Farmington City, a Utah municipal corporation

SIGNATURE PAGE TO UTAH DEPARTMENT OF TRANSPORTATION REAL ESTATE PURCHASE CONTRACT

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent / Brokerage, Wendy Hansen / WLC Consulting, LLC, represents purchaser.

Authorized Signature(s):

100% Farmington City

Date

UTAH DEPARTMENT OF TRANSPORTATION

Charles A. Stormont
UDOT Director of Right of Way

Date

Grantor's Initials



Utah Department of Transportation

REAL ESTATE PURCHASE CONTRACT

Project No: S-I15-7(340)325 Parcel No.(s): 106:A

Pin No: 15684 Job/Proj No: 72703 Project Location: I-15; Shepard Ln Intchg & Ped Overpass

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Property Address: Approx. 1142 North 1500 West FARMINGTON UT, 84025

Owner's Address: PO BOX 160, Farmington, UT, 84025

Primary Phone: Owner's Home Phone: Owner's Work Phone:

Owner / Grantor (s): Farmington City, a Utah municipal corporation

Exhibit A

(Attach conveyance documents)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed

(CONTROLLED ACCESS)

(CITY)

Davis County

Tax ID No. 08-058-0023

PIN No. 15684

Project No. S-I15-7(340)325

Parcel No. I15-7:106:A

Farmington City, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property situate in the NW1/4 NE1/4 of Section 14 and part of Lot 6, Oakridge County Club Estates Plat "A", recorded as Entry No. 462189 on May 18, 1977, in Book 649 at Page 953 in the office of the Davis County Recorder, in Township 3 North, Range 1 West, Salt Lake Base and Meridian, for the construction of or widening of existing Shepard Lane, known as Project No. S-I15-7(340)325. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the easterly boundary line of said entire tract and the existing northeasterly highway right of way and no-access line of I-15, which point is 1228.82 feet S 00°21'44"E. (Record 1228.89 feet S.00°21'03"E.) along the section line and 261.64 feet (Record 261.76 feet) East from the North Quarter corner of said Section 14 (Basis of Bearing is S.89°28'43"W. between the Northeast corner and the North quarter corner of said Section 14), said point of beginning also being 274.21 feet S.01°08'00"W. along the easterly Lot line from the Northeast corner of said Lot 6; and running thence along said existing northeasterly highway right of way and no-access line the following three (3) courses and distances: (1) N.47°03'49"W. 97.88 feet; (2) thence N.31°41'07"W. 169.76 feet; (3) thence N.47°37'15"W. 11.13 feet; thence N.16°20'26"E. 5.50 feet along the westerly boundary line of said tract to a point of curvature of a non-tangent curve to the right with a radius of 6,510.67 feet, at a point 30.67 feet perpendicularly distant

northeasterly from the I-15 Ramp A right of way control line of said Project, opposite approximate Engineers Station 110+95.03; thence Southeasterly along said curve with an arc length of 77.81 feet, concentric with said right of way control line, chord bears S.45°47'39"E. 77.81 feet, to the easterly boundary line of said entire tract, at a point 30.67 feet perpendicularly distant northeasterly from the I-15 Ramp A right of way control line of said Project, opposite approximate Engineers Station 110+17.58; thence along said easterly boundary line the following three (3) courses and distances: (1) S.31°41'07"E. 105.97 feet; (2) thence S.47°03'49"E. 77.30 feet; (3) thence S.01°08'00"W. 26.82 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 4,717 square feet in area or 0.108 acre.

(Note: Rotate above bearings 00°21'09" clockwise to equal NAD83 Highway bearings)

To enable the Utah Department of Transportation to construct and maintain a public highway as a freeway, as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation any and all rights appurtenant to the remaining property of said Owners by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from said Owner's remaining property contiguous to the lands hereby conveyed to or from said highway.

STATE OF UTAH)
) ss.
COUNTY OF)

On the date first above written personally appeared before me, _____, who, being by me duly sworn, did say that he is the _____ of _____ Farmington City _____, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority of a resolution adopted at a regular meeting of the _____ held on the _____ of _____ A.D. 20 _____, and said acknowledged to me that said municipal corporation executed the same.

Notary Public

EXHIBIT 'A'

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed (CONTROLLED ACCESS) Davis County

Affecting Tax ID No.	08-088-0074
PIN No.	1793
Project No.	SP-0067(1)0
Parcel No.	0067:214:TAQ

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right of Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to _____, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the tract of land in Davis County, State of Utah, to-wit:

A tract of land situate in Lot 2, Block 15, Big Creek Survey, a subdivision in the SW1/4 NE1/4 of Section 24, T.3N., R.1W., S.L.B. & M. The boundaries of said tract of land are described as follows:

Beginning at the intersection of the existing north line of a 4-rod street and the existing southwesterly right of way and no-access line of the Legacy Parkway (SR-67), which intersection is 127.16 feet S.89°53'00"E. from the southwest corner of said Lot 2, said intersection is also 747.79 feet N.00°34'53"W. (747.80 feet N.00°39'35"W. by record) along the quarter section line and 191.19 feet S.89°53'00"E. from the Center corner of said Section 24; and running thence N.89°53'00"W. 51.64 feet along said existing north line to the easterly boundary line of the J & R Man Properties, LLC property conveyed in that certain Warranty Deed recorded as Entry Number 3079914 in Book 6966 at Page 88 in the Office of the Davis County Recorder, Utah; thence along the easterly and northerly boundaries of said property the following three (3) courses: (1) N.00°12'00"E. 39.10 feet; thence (2) N.89°53'00"W. 17.00 feet; thence (3) N.00°12'00"E. 48.90 feet; thence S.89°53'00"E. 16.97 feet to said existing southwesterly right of way and no-access line; thence S.30°14'21"E. 101.98 feet along said existing right of way and no-access line to the point of beginning. The above described tract of land contains 3,102 square feet in area or 0.071 acre, more or less.

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

Continued on Page 2
UDOT RW-05UDA (11-01-03)

Junkyards, as defined in Title 23 United States Code, Section 136, shall not be established or maintained on the above described tracts of lands.

Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in Title 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

Pursuant to Utah Code 72, Chapter 6, Section 117, the above described tract of land is granted without access to or from the adjoining Legacy Parkway (SR-67) over and across the northeasterly boundary line of said tract of land.

The grantor reserves rights to use the abutting state property for highway purposes and excludes from this grant any rights to air, light, view and visibility over and across the abutting state property. The Grantee is hereby advised that due to present or future construction on the adjacent highway including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way that air, light, view and visibility may be restricted or obstructed on the above property.

PIN No. 1793
Project No. SP-0067(1)0
Parcel No. 0067:214:TAQ

IN WITNESS WHEREOF, said UTAH DEPARTMENT OF TRANSPORTATION has caused this instrument to be executed this _____ day of _____, A.D. 20 __, by its Director of Right of Way.

STATE OF UTAH) UTAH DEPARTMENT OF TRANSPORTATION
) ss.
COUNTY OF SALT LAKE) By _____

On the date first above written personally appeared before me, _____, who, being by me duly sworn, did say that he is the Director of Right of Way, and he further acknowledged to me that said instrument was signed by him in behalf of said UTAH DEPARTMENT OF TRANSPORTATION.

WITNESS my hand and official stamp the date in this certificate first above written.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed
(CONTROLLED ACCESS)
Davis County

Affecting Tax ID No.	08-088-0088
PIN No.	1793
Project No.	SP-0067(1)0
Parcel No.	0067:215:TAQ

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right of Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to _____, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the tract of land in Davis County, State of Utah, to-wit:

A tract of land situate in Lots 2 and 3, Block 15, Big Creek Survey, a subdivision in the SW1/4 NE1/4 of Section 24, T.3N., R.1W., S.L.B. & M. The boundaries of said tract of land are described as follows:

Beginning at the southwest corner of said tract, which corner is 88.00 feet N.00°12'00"E. from the southwest corner of said Lot 2, said corner is also 747.79 feet N.00°34'53"W. (747.80 feet N.00°39'35"W. by record) along the Quarter Section line and 64.03 feet (65.05 feet by record) S.89°53'00"E. and 88.00 feet N.00°12'00"E. from the Center corner of said Section 24; and running thence N.00°12'00"E. 128.57 feet to the existing southwesterly right of way and no-access line of the Legacy Parkway (SR-67); thence S.30°14'21"W. 148.99 feet along said existing southwesterly right of way and no-access line to the southerly boundary line of said entire tract; thence N.89°53'00"W. 75.48 feet along said southerly boundary line to the point of beginning. The above described tract of land contains 4,852 square feet in area or 0.111 acre, more or less.

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in Title 23 United States Code, Section 136, shall not be established or maintained on the above described tracts of lands.

Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in Title 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

Pursuant to Utah Code 72, Chapter 6, Section 117, the above described tract of land is granted without access to or from the adjoining Legacy Parkway (SR-67) over and across the northeasterly boundary line of said tract of land.

The grantor reserves rights to use the abutting state property for highway purposes and excludes from this grant any rights to air, light, view and visibility over and across the abutting state property. The Grantee is hereby advised that due to present or future construction on the adjacent highway including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way that air, light, view and visibility may be restricted or obstructed on the above property.

PIN No. 1793
Project No. SP-0067(1)0
Parcel No. 0067:215:TAQ

IN WITNESS WHEREOF, said UTAH DEPARTMENT OF TRANSPORTATION has caused this instrument to be executed this _____ day of _____, A.D. 20 __, by its Director of Right of Way.

STATE OF UTAH) UTAH DEPARTMENT OF TRANSPORTATION

) ss.

COUNTY OF SALT LAKE) By _____

On the date first above written personally appeared before me, _____, who, being by me duly sworn, did say that he is the Director of Right of Way, and he further acknowledged to me that said instrument was signed by him in behalf of said UTAH DEPARTMENT OF TRANSPORTATION.

WITNESS my hand and official stamp the date in this certificate first above written.

Notary Public

CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2023

BUSINESS: **Monterra Subdivision Public Benefit Discussion**

GENERAL INFORMATION:

See memo prepared by David Peterson, Community Development Director



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David Petersen, Community Development Director *DEP*

Date: February 7, 2023

SUBJECT: **Monterra Subdivision Public Benefit Discussion**

DISCUSSION ITEM ONLY

On February 15, 2022 (see enclosed staff report), the City Council approved a zone change on property (1.036 acres) located at the southwest corner of 1075 West and 1875 North from A (Agriculture) to LR (Large Residential), but tabled action for the proposed schematic plan for the Monterra Subdivision consisting of four lots with a finding that “the lot sizes are similar to those in the surrounding subdivisions of Oakridge Park Estates, Oakridge Village and Cottages at Farmington Hollow”. After the motion Shane Pace, the City Manager at the time, noted “that the applicant has approval for two lots now. They now have to go through a process of achieving one of four options in order to get additional density. It is still the decision of the City Council whether the applicant can achieve that or not.”

Recently, the developer met and discussed options with staff, and the purpose of this agenda item is to present the results of this meeting to the Mayor and Council for your input.



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Shannon Hansell, Planning and GIS Specialist

Date: February 15, 2022

SUBJECT: **MONTERRA SCHEMATIC SUBDIVISION and ZONE CHANGE**

Property Owners: Troy and Alayna Williamson

RECOMMENDATION

1. Hold a Public Hearing
2. Move that the City Council approve the Monterra Subdivision Schematic plan and zone change for 1.036 acres from A (Agriculture) to LR (Large Residential); subject to all applicable Farmington City ordinances and development standards, with the following conditions:
 - a. Lot 4 is converted to a flag lot to accommodate future access to land west adjacent.
 - b. Affordable housing shall be in the form of an owner-occupied single-family home with an Accessory Dwelling Unit (ADU) (11-11-050 B [affordable housing in single family zones]).

Findings for Approval:

1. The zone change from A to LR supports the General Plan designation of LDR.
2. The lot sizes are similar to those in the surrounding subdivisions of Oakridge Park Estates, Oakridge Village and Cottages at Farmington Hollow.
3. The applicant will provide single-family deed restricted affordable housing
4. Section 11-32-060 A.5 of the zoning ordinance, plus a special exception approval from the planning commission, allow access to Lot 3 with the stem of the flag lot (lot 4).

BACKGROUND

Monterra Subdivision is a proposed four lot subdivision on 1.036 acres in the A zone. The entire 1.036 acre property must be rezoned from A to LR, because of the minimum one acre lot size in the A zone. The conventional lot size in the LR zone is 20,000 sf, and the applicant has shown via a yield plan that two lots are possible, however they may get two additional lots under the alternative lot size of 10,000 sf, if they provide one of the following:

1. Affordable housing equal to 10% of total dwelling units in subdivision
2. Fee in lieu – in this case, the fee in lieu would be the product of 0.4 x Total Cost of One Dwelling Unit.
3. Some other public benefit

4. Transfer of Development Rights (TDR)

For subdivisions resulting in three or more lots than a conventional yield plan, the subdivider must provide 10% affordable housing, a fee in lieu, or some other public benefit, or a TDR. At the Planning Commission meeting on February 3, 2022, the Commission added a condition that the affordable housing component must be in the form of a deed-restricted, owner-occupied single-family home, with an ADU. The ADU benefits include added rental income.

The applicant is proposing two access roads, one on 1075 West and one on 1875 North – two lots are accessed per these access roads. Lots 3 and 4 are adjacent to a City Right of Way (ROW) to the south, between Oakridge Park Estates PUD Plat 2 and the property in question. The ROW is not currently used for trails or access, but it does house a 12-inch storm water line. Lot 4 is currently reliant on this ROW for frontage, and a special exception is required to access it across Lot 3. On January 5, 2022, the City and applicant received a technical memorandum from the City's traffic engineer, Tim Taylor, concerning the line of sight to each access road, which concluded that the accesses are safely located as shown in the plan.

Supplemental Information

1. Vicinity Map
2. Schematic Subdivision Plan
3. Line of Sight Technical Memorandum – Tim Taylor January 5, 2022
4. Elevation rendering

Respectfully Submitted

Concur

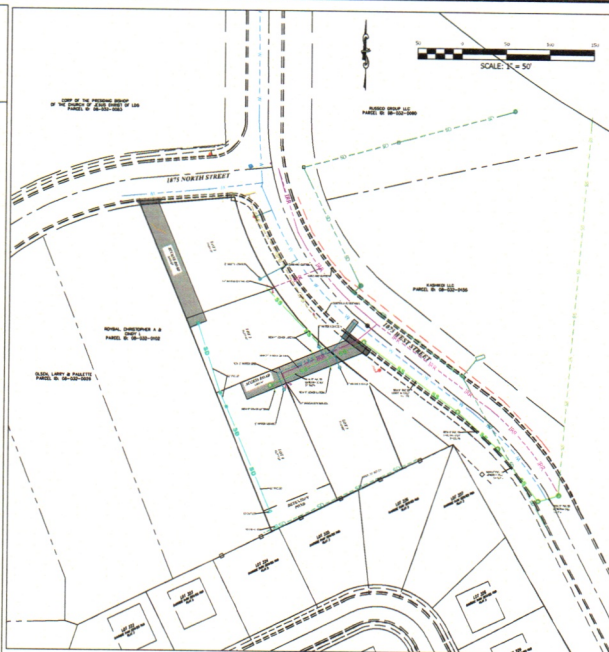
Shannon Hansell

Shannon Hansell
Planning and GIS Specialist

Shane Pace
City Manager



VICINITY MAP



NOTES

1. Calumery and irrigation water is proposed to be supplied by the City of Farmington and Berchland Water District respectively. Each lot will be supplied with water from the existing water line in 1075 West and through a city standard water meter. Irrigation water will be supplied as needed to each lot depending on the amount of landscaping in each area. No water rights or secondary water shares are available from the owner.
2. The sanitary sewer for this development will be provided by connecting to existing sanitary sewer manhole #302 which is located in the street south of the proposed subdivision. A new sewer line will be installed along the road to connect two new sewer manholes in the south access road on the property to the existing manhole which is maintained by Central Davis Sewer District. Each lot of the proposed subdivision will be supplied with a standard sewer lateral connecting to the new sewer line in the access road. All manholes, lines, and laterals will be installed according to Central Davis Sewer District's regulations.
3. Existing storm water drain lines along the south side of the property and in 1075 West street will provide the proposed subdivision with the storm drain lines that are needed. In addition to these lines, a detention pond will be installed in the south-west corner of the property to provide additional water runoff protection for the existing subdivision to the south.
4. No portions of this property are included in the most recent flood insurance rate maps that are prepared and provided by FEMA (FIRM Map #49011C02-41E).
5. Total acreage of the proposed development: 1.036
6. It is proposed that a change in zoning classifications is necessary from Agricultural (A) to Large Residential (LR) and the appropriate application has been submitted.

LEGEND

PROPERTY LINE	---
ADJACENT PROPERTY	---
ROAD CENTRALINE	---
EASEMENT LINE	---
EDGE OF PAVEMENT	---
CURB, GUTTER, SIDEWALK	---
FENCE LINE	---
WALL	---

Client: **JOEY GREEN**
 Contact: **joeysgreen@gmail.com**
 Phone: **(801) 823-1917**
 Address: **Address**
City, UT Zipcode

1470 South 600 West
 Wood Creek, UT 84010
 Phone: (801) 823-1917
 www.Emellus.com



PAID FOR BY
 FARMINGTON CITY

MONTERA SUBDIVISION

1075 NORTH
 1075 WEST
 1075 EAST
 1075 SOUTH
 1075 WEST
 1075 EAST
 1075 SOUTH

FILED: 08-22-2012
 BY: [Signature]
 APPROVED: 08-22-2012
 BY: [Signature]
 PREPARED BY: [Signature]
 SUBMITTER: [Signature]

C200
 SCHEMATIC PLAT

LEGAL DESCRIPTION

[illegible]

NOTE:
THERE ARE NO TREES WORTH PRESERVING
ON THIS PROPERTY

Pre-Development Area Analysis			
Area	sq. ft.	Acres	C
Building	0	0.00	0.05
Improvements	0	0.00	0.00
Landscape	43,540	1.00	0.15
Total	43,540	1.00	0.15

Post-Development Area Analysis			
Area	sq. ft.	Acres	C
Building	0	0.00	0.05
Improvements	17,416	0.40	0.00
Landscape	26,121	0.60	0.13
Total	43,540	1.00	0.40

90A Year Station Analysis					
NMA Precipitation Frequency Data Survey					
Latitude: 41.0109° Longitude: -111.8109°					
Allowable Rainfall 0.20 CR/CR					
Time (min.)	I in/hr	Rainfall in'	Allowable Rainfall in'	Storage in'	
5	7.240	577	60	917	
10	5.510	441	120	1,367	
15	4.590	364	180	1,662	
20	3.670	298	240	2,157	
30	1.900	157	720	2,157	
60	1.130	92	1,439	2,220	
90	0.770	62	2,180	1,625	
180	0.415	33.4	4,318	0	
720	0.241	19.7	8,636	0	
1440	0.140	11.4	17,272	0	
				Required Detention	2,387

90th Percentile Retention Analysis

Pass EQ 4: $\text{Ratner} = 0.225 \text{ (mg)} - 0.05 \text{ (mg)} = 0.175$
Pass EQ 4: $\text{Ratner} = 1.14 \text{ (mg)} - 0.71 \text{ (mg)} = 0.43$
Pass EQ 4: $\text{RQBY} = 1.5 \text{ (mg)} - 0.8 \text{ (mg)} = 0.7$
Pass EQ 4: $\text{Ratner} = 0.025 \text{ (mg)} - 0.005 \text{ (mg)} = 0.02$

Pass: 0.02 (m)
Filter: 0.00
Imp: 0.00
A: 1.00 (m)
F: 0.00
M: 0.14
M: 0.04 AC
Retention: 195.00

Combined Storage

Retention: 195.00 cu ft
Collection: 2.00 cu ft
Combined Storage: 197.00 cu ft



2139 S. 1260 W.
Salt Lake City, UT 84119

801-456-3847
wcg.us

TECHNICAL MEMORANDUM

Date: Wednesday, January 5, 2022

To: Dave Peterson, Community Development Director
Shannon Hansell, City Planner and GIS Specialist
Lyle Gibson, Assistant Community Development Director and City Planner

From: Tim Taylor, P.E., PTOE

Subject: **Monterra Subdivision Sight Distance Assessment - 1875 North 1075 West**

Per the City's request, we've reviewed sight distance conditions associated with the 1075 West Street access to the proposed Monterra Subdivision.

Our assessment and field inspection show that there is adequate sight distance for both the left and right-turn movements from the proposed 1075 West Street access based on a design speed of 35 mph on 1075 West Street.

Looking to the north, there is approximately 385 feet of available sight distance. Limitations are related to horizontal and vertical curvature conditions along and immediately adjacent to 1075 West Street. Looking to the south, there is approximately 450 feet of available sight distance in this direction, which is only limited by vegetation during summer months.

For left-turns from the access, the required sight distance is 350 feet. For right-turns, the required sight distance is 370 feet.

Our sight distance assessment is based on the methodology set forth in the American Association of State Highway and Transportation Officials *A Policy on Geometric Design of Street and Highways*, 2018, 7th Edition (AASHTO Green Book) and the following inputs:

- 9% grade on 1075 West Street adjacent to the proposed development
- Decision point of the departure sight triangle on the proposed access is 14.5' from the edge of the traveled way (white edge line) on 1075 West with a driver eye height of 3.5'
- 3.5' object to be seen height located in the center of the approaching lane

Please contact us if you have questions or need additional information.

EAG
ERWOLSON ARCHITECTURAL GROUP



CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2023

SUMMARY ACTION:

1. Contract approval with Blu Line Design to design the business park
2. Agreement approval with Lenslock
3. Franchise Agreement with Connex Networks
4. Repeal of sections regarding process of street vacation
5. Improvements Agreement with Sego Ventures #5 LC (Sego Townhomes)
6. Improvements Agreement with BABB Investment LLC (Challenger School Expansion)
7. Minutes approval for 01-17-23



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL
BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Colby Thackeray, Parks & Rec. Director

Date: February 1, 2023

SUBJECT: **CONSIDER APPROVAL OF BLU LINE DESIGN TO DESIGN THE BUSINESS PARK**

RECOMMENDATION

Approve the contract and bid from Blue Line Design for the purpose of designing the Business Park, in the amount of \$255,540, to be drawn from the Park Improvement Fund.

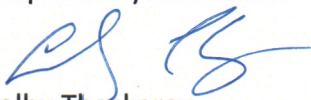
BACKGROUND

Farmington is in the process of developing a 10-acre park located at Burke Lane and 1525 W. The City solicited proposals for the Business Park Design Project and received six bids with values ranging from \$194,000 to \$517,500. The selected design firm will commence work on the project in mid-February.

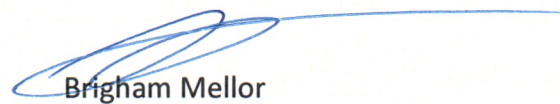
<u>BIDDER</u>	<u>BID</u>
Prime LA	\$194,000
Blue Line Design	\$255,540
JUB	\$363,000
MHTN	\$374,415
Design West	\$380,000
GSBS	\$517,500

The project includes the design and construction documents for the new business park.

Respectfully Submitted


Colby Thackeray
Parks & Rec. Director

Reviewed and Concur


Brigham Mellor
Interim City Manager

FEE PROPOSAL - HIGH PRICE POINT

TASKS	Cost
1.0 – Data Gathering & Mobilization	\$4,200
1.1 – Kick Off Meeting, Data Gathering/Review	\$1,800
1.2 – Site Reconnaissance	\$1,200
1.3 – Coordination and Programming	\$1,200
2.0 – Conceptual Design	\$50,820
2.1 – Conceptual Design Alternatives	\$13,660
2.2 – Public Engagement #1	\$1,960
2.3 – Meetings/Comment Resolution	\$2,150
2.4 – Preliminary Master Plan	\$12,580
2.5 – Public Engagement #2	\$1,960
2.6 – Meetings/Coordination	\$2,150
2.7 – Final Master Plan	\$12,410
2.8 – City Council	\$1,800
2.9 – Meetings/Coordination	\$2,150
3.0 – Design Development (60%)	\$66,720
3.1 – Design Development Plans/Submittal	\$64,320
3.2 – Comment Resolution	\$2,400
4.0 – Final Design (90%, Bid Documents)	\$133,800
4.1 – 90% Plans/Submittal	\$70,950
4.2 – Comment Resolution	\$4,800
4.3 – Bid Documents (plans, specs, estimate)	\$58,050
TOTAL BASE “NOT-TO-EXCEED” PRICE	\$255,540

Assumptions/Exclusions:

- Assumed programming includes multi-use fields, parking, custom interactive water feature, food truck accommodations, or pickleball courts playground, restroom, a pavilion, boardwalks and trail connections, and typical park site furnishings. This park would be more active but still give ample opportunity to enjoy the natural existing qualities of the site.
- Scope does not include the design of an amphitheatre or art installations
- Geotechnical report and site survey will be provided by the City.
- Environmental work/studies are not included in this scope of services.

HOURLY RATES

blū

Principal Landscape Architect	\$165/hr
Senior Associate Landscape Architect	\$150/hr
Associate Landscape Architect/PM	\$135/hr
Senior Landscape Architect	\$115/hr
Landscape Architect	\$100/hr
Landscape Designer	\$90/hr
Drafter	\$70/hr

Ensign

Principal	\$195/hr
Sr. Design Engineer	\$180/hr
Design Engineer	\$135/hr
Licensed Surveyor	\$160/hr
CAD Designer	\$150/hr

WPA

Principal	\$130/hr
Licensed Architect	\$100/hr
Intern Architect/PM I	\$90/hr
PM II	\$80/hr

BNA

Principal	\$250/hr
Associate Engineer	\$200/hr
Senior Associate	\$145/hr
Sr. Designer	\$125/hr
Designer	\$100/hr

DIRECT EXPENSES

Automobile Travel	\$0.625/mile
Black & White Copies/Prints - 8 1/2"x11"	\$0.10 per copy
Black & White Copies/Prints - 11"x17"	\$0.10 per copy
Color Copies/Prints - 8 1/2"x11"	\$0.10 per copy
Color Copies/Prints - 11"x17"	\$0.10 per copy
Black & White Plotter Bond	\$2.50 per SF
Color Plotter Bond	\$5.50 per SF
Outside Reproduction	cost plus 10%



CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2023, by and between

blū line designs, hereinafter called "CONSULTANT" and Farmington City, hereinafter referred to as "OWNER" hereby acknowledge and reduce in writing an AGREEMENT made on or about the above date.

THAT WHEREAS, the OWNER recognizes the need for professional and technical services relating to the Business Park Improvements, hereinafter referred to as "PROJECT."

WHEREAS, the OWNER recognizes the CONSULTANT as having the necessary expertise and experience to perform the services for the PROJECT and that it is properly qualified and licensed, if required, in the State of Utah for this work;

NOW, THEREFORE, OWNER and CONSULTANT agree as follows:

SECTION 1 - PROFESSIONAL SERVICES

1.1 The professional services to be rendered by CONSULTANT shall be as follows:

See Exhibit A for scope of work of the subject PROJECT incorporated herein by reference.

SECTION 2 - PROJECT SCHEDULE

2.1 The following completion dates have been set for the PROJECT:

Project Kick Off:	February 9, 2023
Conceptual Alternatives:	March 6, 2023
Public Meeting:	March 13, 2023
Preliminary Master Plan:	April 3, 2023
Public Meeting:	April 10, 2023
Final Master Plan:	April 24, 2023
City Council Meeting:	April 25, 2023
Design Development Submittal:	June 5, 2023
Final Design Review Submittal:	July 10, 2023
Final Plans & Bid Documents:	August 21, 2023

SECTION 3 - PAYMENT TO CONSULTANT

3.1 It is hereby understood and agreed that the CONSULTANT will provide services to the OWNER in accordance with the scope of work (paragraph 1.1).

MONTHLY PROGRESS BILLINGS, CONTRACT MAXIMUM. For all services and materials pertinent hereto the CONSULTANT shall bill the OWNER monthly at the specific billing rates for each staff type indicated on the costs schedule, not to exceed the specified proposed cost for each task performed in accordance with the Proposed Project Cost Sheet (Exhibit A) up to a **maximum of \$255,540.**

3.2 DELAYS. The CONSULTANT is not responsible for damage or delay in performance caused by events beyond the control of CONSULTANT. In the event CONSULTANT's services are suspended, delayed, or interrupted for the convenience of the OWNER or delays occur beyond the control of CONSULTANT, an equitable adjustment in CONSULTANT's time of performance, cost of CONSULTANT's personnel and subcontractors, and CONSULTANT's compensation shall be amended as agreed upon by the Parties.

3.3 PAYMENT TERMS. Each CONSULTANT invoice will be paid by the OWNER within 30 days of receipt.

SECTION 4 - MISCELLANEOUS PROVISIONS

4.1 STANDARD OF PERFORMANCE. All of CONSULTANT's services under this AGREEMENT shall be performed in a reasonable and prudent manner in accordance with generally accepted ARCHITECT-ing practices.

4.2 ADDITIONAL SERVICES. Consultant services or items which are not considered within the scope of work as set forth in paragraph 1.1 of this AGREEMENT may be provided by the CONSULTANT under an extension of this contract or under separate contract with the OWNER.

4.3 OWNER-PROVIDED SERVICES AND INFORMATION. The OWNER shall furnish the CONSULTANT available studies, reports, and other data pertinent to CONSULTANT's services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as necessarily required to accomplish the objective of this agreement; Coordinate with CONSULTANT to obtain necessary services of others as required for the performance of CONSULTANT's services hereunder, and CONSULTANT shall be entitled to use and rely upon all information and services provided by OWNER or others in performing CONSULTANT's services under this AGREEMENT.

4.4 OWNER-PROVIDED ACCESS. The OWNER shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this AGREEMENT.

4.5 OWNERSHIP AND RE-USE OF DOCUMENTS. Original documents, methodological explanations, computer programs, drawings, designs, and reports generated by this AGREEMENT shall belong to and become the property of OWNER in accordance with accepted standards relating to public works contracts. Any additional copies, not otherwise provided for herein, shall be the responsibility of OWNER. OWNER will not sell originals or copies of any computer programs for profit without the written authorization of the CONSULTANT.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this AGREEMENT are not intended or represented to be suitable for reuse by OWNER or others on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT; and OWNER shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses, including attorney's fees arising out of or

resulting therefrom. Any such certification or adaptation of completed documents will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

4.6 INSURANCE. The CONSULTANT maintains, at its own expense, workers compensation, comprehensive general liability, automobile liability, and professional liability insurance policies with limits at or above that which is reasonably required in the industry and will furnish certificates of insurance to OWNER, naming OWNER as additional insured on automobile and general liability policies.

4.7 SUCCESSORS AND ASSIGNS. OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this AGREEMENT. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this AGREEMENT without the written consent of the other.

4.8 SEVERABILITY. If any provision of this AGREEMENT is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term, or condition.

4.9 INDEPENDENT CONTRACTOR. CONSULTANT and OWNER agree that CONSULTANT is an independent contractor. CONSULTANT shall be solely responsible for the conduct and control of the work performed under this AGREEMENT. CONSULTANT shall be free to render consulting services to others during the term of this AGREEMENT, so long as such activities do not interfere with or diminish CONSULTANT's ability to fulfill the obligations established herein to OWNER.

SECTION 5 - LEGAL RELATIONS

5.1 INDEMNIFICATION. Each party (the "indemnifying party") agrees to indemnify and

hold harmless the other party and any of its principals, agents, and employees, from and against all claims, loss, liability, suits, and damages, including attorney's fees, charges, or expenses to which such other party or any of them may incur to the extent they arise out of or result from any negligent act or omission caused by the indemnifying party or its agents or employees.

SECTION 6 - TERMINATION OF AGREEMENT

6.1 This AGREEMENT may be terminated in whole or in part by either party for any reason or no reason; providing that no such termination may be effected unless the other party is given (1) not less than thirty (30) days written notice (delivered by certified mail, return receipt required) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

6.2 If this AGREEMENT is terminated in whole or in part by either party, then the CONSULTANT shall provide a final accounting of actual services rendered and expenses incurred prior to termination, and tender a final billing to OWNER.

SECTION 7 - ENTIRE AGREEMENT

7.1 This Consultant Services AGREEMENT shall remain in effect throughout the duration of the PROJECT. This AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this written AGREEMENT. Any supplement or amendment to this AGREEMENT, to be effective, shall be in writing and signed by the

OWNER and CONSULTANT.

SECTION 8 - GOVERNING LAW

8.1 This AGREEMENT is to be governed by and construed in accordance with the laws of the State of Utah.

SECTION 9 – NON-COLLUSION & ETHICS

9.1 CONSULTANT, by executing this Agreement, certifies that its proposal was arrived at independently and was submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor, city official or OWNER's agent, that was designed to limit independent and fair bidding and competition. CONSULTANT further recognizes that any such collusion jeopardizes this Agreement and any payments received or owed.

SECTION 10 – IMMIGRATION STATUS VERIFICATION

10.1 Pursuant to Utah Code Ann. § 63G-12-302, CONTRACTOR certifies that it is registered with and participates in a Status Verification System (such as E-Verify), as defined in the Utah Code, to verify the work eligibility status of its new employees that are employed in the State of Utah. CONTRACTOR further agrees that it will require any sub-contractor performing work on this project to similarly certify that it is registered with and participates in a state-approved Status Verification System. CONTRACTOR will, within five days of receiving a written request, provide proof of enrollment and participation in a Status Verification System to OWNER.

IN WITNESS WHEREOF, the parties hereto have subscribed their names through their proper offices duly authorized as of the day and year first above written.

SIGNATORY

Name of OWNER:
FARMINGTON CITY

Name of Consultant:
blū line designs

By: _____
Brett Anderson
Mayor

By: _____
Cory Shupe
President



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL
BRIGHAM MELLOR
CITY MANAGER

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Eric Johnsen, Police Chief
Date: February 7, 2023
Subject: Authorization to Execute Agreement for body and dashboard mounted camera system

RECOMMENDATION(S)

Move to authorize the Mayor's execution of this Agreement.

BACKGROUND

The Police Department currently operates two separate, aging systems for its body-worn and dashboard-mounted cameras. As the units utilized by our officers are nearing the end of their useful life, it is an opportunity to switch to a single provider that can manage both types of cameras. It can also be used to manage security cameras operated by the City. The service comes highly recommended.

The Agreement includes sufficient devices for our officers and vehicles, with unlimited data storage for the videos created. Additionally, we are permitted to swap out both the car and body-worn cameras every thirty months. The Agreement is for five years, with annual payments of \$55,663 after an initial payment of \$64,863 for the first year (installation costs are included).

Many of the provisions in the agreement relate to financing arrangements. The payment of fees under this agreement will be assigned to KS StateBank, which financed the acquisition of the equipment. As a result, there are some additional requirements in this agreement, such as providing insurance certificates and other documentation, that are unusual for the City. Nevertheless, the Department is comfortable with the arrangement.

Once the transition to this new system is complete, we anticipate that this will increase the efficiency of our records department substantially, and of one of our lieutenants in particular.

Respectfully submitted,

Eric Johnsen
Police Chief

Review and concur,

Brigham Mellor
City Manager

LENSLOCK, INC. STANDARD TERMS & CONDITIONS

EQUIPMENT & ONLINE SERVICES

1. Equipment. Under this business model, all Equipment is supplied to Client as part of the master agreement and vendor agrees to train, support, and instruct Client in the proper use of the Equipment. Client understands that ALL the LensLock Equipment described on page 2 of this Agreement is included.
2. Shipping Terms. Deliveries of Equipment, title and risk of loss is assumed by LensLock. Title to any software provided with Equipment remains with LensLock and/or its suppliers. Any claims for shortages or damages suffered in transit must be submitted directly to the carrier. All shipping dates are approximate and not guaranteed. LensLock reserves the right to make partial shipments.
3. Intellectual Property. As between the parties, all hardware, services, and software provided by LensLock, including the Online Platform Services, are the intellectual property of LensLock and its licensors, and any unauthorized use of same, including creating any derivative works by Client or any third party, is strictly prohibited and violates Federal Copyright Laws, Title 17 of the United States Code. Pursuant to the terms of this Agreement, LensLock grants to Client the limited, non-exclusive, non-transferable, limited right to access the Online Platform Services during the term of the Agreement for purposes of access and use of the videos and audios produced by the Equipment and in compliance with the Agreement and applicable documentation. Conversely, it is understood that LensLock has limited access to all Client video files for internal testing and quality control assurance purposes. It is understood that Client as a government agency is subject to public disclosure laws. In the event of a disclosure request LensLock will work with Client to ensure that any material proposed to be withheld based on proprietary grounds meets an available exemption in Washington law.
4. System Operation and Limitations. Equipment is connected to a digital recorder computer and Client shall not use the computer for any other purpose. Client shall be permitted to access and make changes to the system's operation through the LensLock Online Platform Services. Depending on the data storage option selected, LensLock shall store data received from Client's Equipment for the agreed upon location. LensLock shall have no liability for data corruption or inability to retrieve data. LensLock shall endeavor to only release Client's data only to Client, upon Client's authorization, or by legal process. Telephone or internet access is not provided by LensLock and LensLock has no responsibility for such access or IP address service. LensLock is not responsible for the security or privacy of any wireless network system or router or like Equipment, and the foregoing are the Client's responsibility, including but not limited to securing access to the Equipment with pass codes and lock outs. LensLock shall have no liability for unauthorized access to the system through the internet or other communication networks, data corruption, or loss for any reason whatsoever.
5. LensLock Online Platform Services. Upon receipt of a video verified event, the Equipment is designed to activate the Online Platform Services, upon which, LensLock or its designee central office, shall record and store the images and feeds from Equipment if such Equipment and Online Platform Services have been configured properly. Client acknowledges that signals transmitted from Client's Equipment to the Online Platform Services are not monitored by personnel of LensLock or LensLock's designee central office, and LensLock does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Client acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of LensLock and are not maintained by LensLock, and LensLock shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Client's computers if connected to the communication Equipment. Client authorizes LensLock to access the Client's accounts to input or delete data and programming in connection with the Online Platform Services. LensLock may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Client's default in performance of this Agreement, in event central station facility or communication network is nonoperational, or in event Client's system is malfunctioning. LensLock is authorized to record and maintain audio and video transmissions, data and communications, and shall comply with local law requirements. LensLock may, but is not required to, update the Online Platform Services and any software in the Equipment that is capable of OTA updates. All updates to the foregoing are subject to the same terms and conditions as set forth in this Agreement. Client hereby grants LensLock a non-transferable, royalty-free license to use the data collected and stored within the Online Platform Services solely for Client's benefit and LensLock's internal purposes; provided that LensLock may use and disclose such data if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to LensLock and using commercially reasonable efforts to provide Client with the opportunity to seek a

protective order or the equivalent (at Client's expense). The parties agree to comply with the user terms and conditions set forth within the Online Platform Services and Privacy Policy therein.

6. Limited Warranty. The sole and exclusive performance warranties offered by LensLock for the Equipment and Online Platform Services are expressly set forth in Exhibit A (the "Performance Warranty"). Any Equipment that fails to conform to its Performance Warranty as confirmed by LensLock is referred to herein as a "Defective Equipment". The Performance Warranty shall survive the termination and expiration of the Warranty Period only with respect to any valid claim made by Client by written notice to LensLock prior to termination or expiration of such Warranty Period.
7. System Testing. The parties hereto agree that the Equipment, once installed, is in the exclusive possession and control of Client, and it is Client's sole responsibility to test the operation of the system and to notify LensLock if any Equipment needs repair. Client agrees to test and inspect the Equipment upon completion of installation and periodically thereafter, and to advise LensLock in writing promptly after installation of any defect, error or omission in the Equipment or accessing the Online Platform Services.
8. Delete Data. Upon termination of this Agreement, LensLock shall be permitted to remotely delete programming and LensLock shall not be required to service the Equipment and shall cease processing Online Platform Services. Unless otherwise paid for by Client under the terms of this Agreement, LensLock shall not be obligated to hold any Client video or audio stored on the Online Platform Services longer than ninety (90) days past the termination of this Agreement.
9. Data Ownership. Vendor hereby assigns without any requirement of further consideration all right, title, or interest the Vendor may have to the Client's Data, including any original, redacted version, and all metadata associated with Client data with all rights to the same. Vendor hereby agrees that the ownership of the data always belongs to the Client, including all associated CAD integrated metadata. Vendor shall not make use of the Client data for any commercial purpose, whether to the benefit of Vendor or a third party, unless approved in advance by Client in writing. Vendor may, from time-to-time, review Client data in order to professionally inspect video and audio quality of Client data. This quality control process is performed by LensLock CJIS Level IV trained and certified personnel. Vendor inspection details will appear in all audit reports in compliance with CJIS.
10. Court Order. Vendor shall seal any and all video records when ordered sealed by the Court.

GENERAL

11. Governmental Entities. If Client is a governmental, municipal, or quasi-governmental entity, Client represents and warrants to LensLock that: (a) Client has been duly authorized by the laws of the applicable jurisdiction, and by a resolution of Client's governing body, if legally required, to execute and deliver this Agreement and to carry out Client's obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) that the Online Platform Services will be used by Client only for governmental or proprietary functions consistent with the scope of Client's authority and will not be used in a trade or business of any person or entity, or for any personal, family or household use; and (d) Client has funds available to pay fees until the end of its current appropriation period, and that Client intends to request funds to make payments in each appropriation period, from now until the end of the term of the Agreement.
12. Prices; Payment Terms. Prices are those in effect when LensLock accepts a purchase order. LensLock may accept or reject purchase orders in its sole discretion. Client must pay or promptly reimburse LensLock for any sales, use or any other local, state, provincial or federal taxes arising from the sale or delivery of the Equipment or provide an exemption certificate. In the event Client fails to pay Vendor any monies when due. Client shall pay the lower interest of 2 ½ % per month, or the amount allowed by applicable law from the date when payment is due on outstanding balances. In addition to all remedies available herein or at law, LensLock may suspend all services upon communication to Client for Client's failure to pay invoices when due.
13. Term of Agreement; Renewals; Fee Increases. The term of this Agreement shall be for a period as set forth on the page # 3 of the agreement, and if not indicated, then a period of five (5) years and shall automatically renew for one (1) year periods thereafter under the same terms and conditions, unless either party gives written notice of fee increases or either party intention not to renew the Agreement at least thirty (30) days prior to the expiration of the then current term. If LensLock increases its fees pursuant to this section, Client may terminate this agreement upon ten (10) days written notice to LensLock. If Client terminates this agreement pursuant to this section, Client will be refunded a pro rata share of the acquisition cost

based on remaining term of the agreement. Any amendments to this agreement shall be performed in writing and fully executed by both parties.

14. Termination. This Agreement may be terminated by either party at the end of each contract year in the event of a breach or a failure to comply with the terms and conditions of this Agreement, but only after the non-breaching party has provided notice of such breach to comply and such breach remains uncured for sixty (60) days after the breaching party received such notice, but in the event of non-payment, such cure period shall be reduced to five (5) days. Either party may terminate this agreement upon thirty (30) days prior written notice to the other party. Client is responsible for paying for Online Platform Services which were ordered for the remainder of the term. All payments are due within thirty (30) days of termination of this Agreement. If Client terminates this agreement pursuant to this section, Client will be refunded a pro rata share of the acquisition cost based on remaining term of the agreement.

15. WARRANTY DISCLAIMER.

a. LensLock does not represent nor warrant that Equipment or Online Platform Services may not be compromised or circumvented, or that Equipment or Online Platform Services will prevent any loss. Client acknowledges that any affirmation of fact or promise made by LensLock shall not be deemed to create a warranty unless expressly included in this Agreement in writing; that Client is not relying on LensLock's skill or judgment in selecting or furnishing Equipment suitable for any particular purpose, that there are no warranties which extend beyond those on the face of this Agreement, and that Client acknowledges that there may be more sophisticated Equipment of which Client may procure on the open market for the same purposes as Equipment.

b. **EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 6 ABOVE, (A) LENSLOCK HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT IN CONNECTION WITH THE SERVICES AND EQUIPMENT, AND (B) LENSLOCK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.**

16. Standard of Performance. LensLock shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which LensLock is engaged.

17. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, LensLock, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the LensLock's bid or proposal. LensLock shall be fully responsible for the acts and omissions of its subcontractors or other agents.

a. Workers' Compensation. LensLock shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by LensLock in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Client upon written verification that LensLock is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

b. Commercial General and Automobile Liability Insurance.

i. General requirements. LensLock, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

ii. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if LensLock has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

iii. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

1. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
 2. Client, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the LensLock, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the LensLock. Coverage can be provided in the form of an endorsement to the LensLock's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
 3. For any claims related to this Agreement or the work hereunder, the LensLock's insurance covered shall be primary insurance as respects the Client, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Client, its officers, officials, employees, agents or volunteers shall be excess of the LensLock's insurance and non-contributing.
 4. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
 5. LensLock agrees to give at least 30 days prior written notice to Client before coverage is canceled or modified as to scope or amount.
- c. Professional Liability Insurance.
- i. General requirements. LensLock, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the LensLock's errors and omissions.
 - ii. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:
 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
 3. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, LensLock must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
 4. A copy of the claim reporting requirements must be submitted to the Client for review prior to the commencement of any work under this Agreement.
- d. All Policies Requirements.
- i. Submittal Requirements. LensLock shall submit the following to Client prior to beginning services:
 1. Certificate of Liability Insurance in the amounts specified in this Agreement; and
 2. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.
 - ii. Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.
 - iii. Deductibles and Self-Insured Retentions. Insurance obtained by the LensLock shall have a self-insured retention or deductible of no more than \$100,000.
 - iv. Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
 - v. Waiver of Subrogation. LensLock hereby agrees to waive subrogation which any insurer or contractor may require from LensLock by virtue of the payment of any loss. LensLock agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Client has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Client for all work performed by the LensLock, its employees, agents, and subcontractors.
 - vi. Subcontractors. LensLock shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and LensLock shall ensure that Client, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

vii. **Excess Insurance.** If LensLock maintains higher insurance limits than the minimums specified herein, Client shall be entitled to coverage for the higher limits maintained by the LensLock.

e. **Remedies.** In addition to any other remedies Client may have if LensLock fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Client may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order LensLock to stop work under this Agreement and withhold any payment that becomes due to LensLock hereunder until LensLock demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

18. **Complete Agreement.** This Agreement and any referenced terms herein constitute the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior understandings and agreements, whether written or oral, between the parties with respect to that subject matter. LensLock expressly limits acceptance of the Agreement to the terms stated herein. Any additional, different, or inconsistent terms or conditions contained in any form or purchase order from Client in connection with this Agreement are hereby objected to and rejected by LensLock and shall not apply to this Agreement.
19. **Security Interest; Credit; Lien Law.** In order to secure all indebtedness or liability of Client to LensLock, Client hereby grants and conveys to LensLock a security interest in, and mortgages to LensLock all of Client's Equipment proceeds thereof. LensLock is authorized to file a UCC-1 statement. Client and any guarantor authorize LensLock to conduct credit investigations to determine Client's and guarantor's credit worthiness. LensLock or any subcontractor engaged by LensLock to perform the work or furnish material who is not paid may have a claim against Client which may be enforced against the property in accordance with the applicable lien laws.
20. **Force Majeure; Other Events.** Neither party shall be considered in default of its performance of any obligation hereunder to the extent that performance of such obligation is prevented or delayed by acts of God; acts of the other party; war (declared or undeclared); terrorism or other criminal conduct; fire; flood; weather; sabotage; strikes, or labor or civil disturbances; governmental requests, restrictions, laws, regulations, orders, omissions or actions; unavailability of, or delays in, utilities or transportation; default of suppliers or other inability to obtain necessary materials; embargoes, or unforeseen circumstances or any other similar or dissimilar events or causes beyond party's reasonable control.
21. **Assignment; Waiver of Subrogation Rights.** Client may not assign this Agreement without the prior written consent of LensLock. Any such assignment without LensLock's prior approval shall be deemed a breach of this Agreement, and void *ab initio*. Client on its behalf and any insurance carrier waives any right of subrogation Client's insurance carrier may otherwise have against LensLock or LensLock's subcontractors arising out of this Agreement or the relation of the parties hereto. Client acknowledges that this Agreement, and particularly those paragraphs relating to LensLock's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors and central offices of LensLock.
22. **Limitation of Liability.** **NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF ANTICIPATED PROFITS OR BUSINESS INTERRUPTION FOR ANY REASON. IN NO EVENT SHALL LENSLOCK'S AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR CONNECTION WITH THIS AGREEMENT EXCEED THE LESSER OF THE COST OF THE EQUIPMENT AND SIX (6) MONTH'S FEES FOR ONLINE PLATFORM SERVICES IMMEDIATELY PRIOR TO THE INCIDENT THAT GAVE RISE TO THE CLAIM.**
23. **Indemnification.** LensLock shall defend, indemnify and hold harmless Client (including its Council, officers, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of LensLock's obligations under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of LensLock's officers, agents, employees, contractors, or subcontractors.

Client shall defend, indemnify, and hold harmless LensLock (including its officers, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees,

arising out of or resulting from the performance of Client's obligations under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Client's officers, directors, agents, employees, contractors, or subcontractors.

24. Conflict of Interest. LensLock may serve other clients, but none whose activities within the corporate limits of Client or whose business, regardless of location, would place LensLock in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. LensLock shall not employ any Client official in the work performed pursuant to this Agreement. No officer or employee of Client shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.
25. Subcontract. Client agrees that LensLock is authorized and permitted to subcontract any services to be provided by LensLock to third parties who may be independent of LensLock, and that LensLock shall not be liable for any loss or damage sustained by Client by reason of fire, theft, burglary or any other cause whatsoever caused by the acts of third parties.
26. Records Created as Part of LensLock's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that LensLock prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Client. LensLock hereby agrees to deliver those documents to the Client upon termination of the Agreement, and the Client may use, reuse or otherwise dispose of the documents without LensLock's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Client and are not necessarily suitable for any future or other use. Client and LensLock agree that, until final approval by Client, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by LensLock without prior written approval of Client.
27. LensLock's Books and Records. LensLock shall maintain all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Client under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the LensLock to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Client. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.
28. Request for Deletion of Evidence. LensLock employees shall not manually delete any evidence from the LensLock server. Authorized "*Client Organization Admins*" within "The Client's LensLocker Portal", have permission to manually delete evidence if they deem necessary, at their sole discretion. While LensLock, Inc. understands there are several factors that lie within a request for manual deletion (accidental activation, personal matter, etc.), LensLock, Inc. employees shall always defer the request to the "*Client Organization Admins*" for deletion. With retention laws varying across the United States, deletion of any evidence shall remain strictly within the Client Organization.
29. Governing Law; Disputes. The Agreement and all rights and duties under the Agreement are governed by, and construed in accordance with, the laws of the State of California, without regard to conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods or the transactions contemplated hereunder. The parties hereby irrevocably consent to exclusive jurisdiction of, and venue in, *San Diego County in the State of California*.
30. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
31. No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

32. No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.
33. Miscellaneous. Other than routine communications made in the ordinary course of performing any obligations under this Agreement, all notices or other communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been sufficiently given when delivered in person (with written confirmation of receipt), on the second business day after mailing via a responsible international courier, or on the fifth business day after mailing by first class registered or certified mail, postage prepaid, to the address stated on the first page of this Agreement or to such other address or individual as either party may specify from time to time in writing or transmitted electronically if confirmed in writing by one of the above methods. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties intend that the relationship between them created under this Agreement is that LensLock is an independent contractor of Client only, and nothing contained herein is intended to create any other relationship between the parties. LensLock is not to be considered an employee, agent, joint venture or partner of Client for any purpose whatsoever. Neither party is granted any right or authority to assume or create any obligation or responsibility for, or on behalf of, the other party or to otherwise bind the other party in any way. Except as prohibited by applicable law, the terms and conditions of this Agreement are confidential information of LensLock, and Client may not distribute this Agreement or disclose any contents hereof to any third party without the express written consent of LensLock.
34. Professional Request. In accordance with CJIS BWC Best Practices, it is strongly recommended that law enforcement agencies assign individual body worn cameras to individual police department officers or sheriff deputies and that those assigned body worn cameras are not “shared” with other officer, deputies, or end users, unless special circumstances are warranted. LensLock requests that Client does not allow “sharing” of body worn cameras as part of Client’s standard practice of BWC utilization.

EXHIBIT A **LIMITED WARRANTY**

LENSLOCK EQUIPMENT

LensLock warrants to Client that Equipment is free from defects in material and workmanship for the duration of the service contract (“**Warranty Period**”) and subject to the terms set forth herein. In the event Client needs Equipment replaced, LensLock will provide said replacement hardware at no cost, unless the Equipment has been intentionally damaged or destroyed by client. Client pays for shipping fees for product returns and vendor pays for shipping costs for product replacements. It is understood that Vendor will require IT support from Client to ensure services are optimized. Additionally, it is understood that Vendor will set schedule for installation once Client approval is obtained. Because of supply chain demands, Vendor will make every professional effort to ensure schedule is met and installation is completed on time. Unforeseen natural disasters, health emergencies, and Acts of God beyond the reasonable control of Vendor may prevent performance of meeting said schedule.

BODY AND IN CAR CAMERA REFRESH SCHEDULE & BUY-BACK OPTION:

Additionally, it is understood by both parties that **LensLock will refresh all cameras to client every thirty (30) months from the start date listed on page 2 and the Client will receive a brand-new supply of cameras based on the terms of this agreement. It is understood that Client owns the Hard Goods Equipment referenced in this agreement at the end of the initial sixty (60) month term.** Client may request additional Equipment prior to the thirty-month period but will be billed an additional set of fees for additional users and or any special orders. Client must approve said purchase in writing.

LENSLOCK ONLINE PLATFORM

LensLock warrants that the Online Platform Services (a) will perform materially in accordance with the LensLock published documentation, and (b) professional services will be performed in a timely and professional manner by qualified persons with the technical skills, training, and experience to perform such Services.

LENSLOCK TECHNOLOGY

Any additional features or functionality (service upgrades) associated with LensLock overall service offering that client desires may be communicated directly to LensLock customer service representatives on an ongoing basis. Said client requests (whether hardware related or software related features) will be considered from several business perspectives, including but not limited to, vertical market applicability, CJIS regulatory standards, financial impact, technical complexity, end-user experience, legal liability, and competitive landscape.

If the technical requirements of client requests may be implemented in a reasonable business manner, LensLock may or may not charge client an additional set of fees for all new features and functionality associated with service upgrade.

It is our corporate policy that we embrace the challenge of continuous innovation to ensure our clients are pleased with our service offering. It is our experience that the very best ideas for our next set of innovations come directly from our consortium of valued Law Enforcement customers. As such, please do not hesitate to communicate client requests as they surface.



LENSLOCK

Farmington Police Department - UT

LensLock Regional Manager

Sean O'Grady

(949) 690-6552

SOG@LensLock.com

13125 Danielson Street, Suite 112
Poway, CA 92064
U.S.A.



LensLock Inc.
"Securing Trust - One Incident at a Time"
 13125 Danielson St., Suite 112
 Poway, CA 92064 - U.S.A.
 Toll Free - 888-538-0589
 www.LensLock.com

Issued: January 10, 2023

Proposal Valid for 90 Days

Proposal Number: #22-134-UT

Services: BWC & ICV Service
Payment Terms: Net 30
Length of Service: 60 Months
Start Date: May 1, 2023

ATTENTION:

Farmington Police Department
 286 S 200 E
 Farmington, UT 84205
 Customer ID #22-134-UT

SHIP TO:

Eric Johnson

SALES REPRESENTATIVE:

Sean O'Grady
 Regional Manager
 Phone: (949) 690-6552
 Email: SOG@LensLock.com

Year 1

QTY	DESCRIPTION	UNIT PRICE	YEAR 1 COST
22	Gen 12.5 Body Worn Camera Service - UNLIMITED Data Plan	\$1,099.00	\$24,178.00
3	Gen 12.5 Body Worn Camera Service - UNLIMITED Data Plan	\$0.00	INCLUDED
15	Hawk 6 In-Car Video Service - UNLIMITED Data Plan	\$2,099.00	\$31,485.00
1	Hawk 6 In-Car Video Service - UNLIMITED Data Plan	\$0.00	INCLUDED
16	Bluetooth Integrated Technology System (BITS)	\$0.00	INCLUDED
16	LensLock Pro-Grade Installation - One-Time Fee	\$575.00	\$9,200.00
41	60-Month Hardware Guarantee	\$0.00	INCLUDED
25	New Body Worn Cameras Every 30 Months	\$0.00	INCLUDED
16	New In Car Video Systems Cameras Every 30 Months	\$0.00	INCLUDED
Unlimited	CAD Integration	\$0.00	INCLUDED
Unlimited	Migration & Hosting of Legacy Data	\$0.00	INCLUDED
Unlimited	LensLock FBI-CJIS Redaction Services	\$0.00	INCLUDED
Unlimited	24/7/365 Premier Customer Support	\$0.00	INCLUDED
Unlimited	LensLock Evidence Management Software Access	\$0.00	INCLUDED
Unlimited	District Attorney & Defense Based Software Licenses	\$0.00	INCLUDED
		SUBTOTAL	\$64,863.00
		TAX	EXEMPT
		Y1 TOTAL	\$64,863.00

Summary of 5-Year Payments

Payment	Amount
Year 1	\$64,863.00
Year 2	\$55,663.00
Year 3	\$55,663.00
Year 4	\$55,663.00
Year 5	\$55,663.00
Grand Total	*\$287,515.00

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. ***Please sign in blue ink and print on single sided paper only.*** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (858) 231-4061.

I. Attached Documentation

1. Government Obligation Contract

- ◆ An authorized individual that is with the Obligor should sign on the first space provided. ***All original signatures are required for funding.***

2. Exhibit A – Description of Equipment

- ◆ Review equipment description. Complete serial number/VIN if applicable.
- ◆ List the location where the equipment will be located after delivery/installation.

3. Exhibit B – Payment Schedule

- ◆ Sign and print name and title

4. Exhibit C - Certificate of Acceptance

- ◆ Sign and print name and title

5. Exhibit D - Obligor Resolution

- ◆ Type in the date of the meeting in which the purchase was approved.
- ◆ Print or type the name and title of the individual(s) who is authorized to execute the Contract.
- ◆ The board chairman or other authorized member of the Obligor's Governing Body must sign the Resolution where indicated.
- ◆ The board secretary or board clerk of Obligor must attest the Resolution where indicated.

6. Exhibit E - Bank Qualified Certificate

- ◆ Sign and print name and title

7. Notice of Assignment

- ◆ Sign and print name and title.

8. Insurance Requirements

- ◆ Complete insurance company contact information where indicated.

9. Debit Authorization – (Preferred)

- ◆ Complete form and attach a voided check

10. 8038G IRS Form

- ◆ Please read 8038 Review Form
- ◆ In Box 2, type Employer Identification Number
- ◆ Sign and print name and title

II. Additional Documentation Required

1. Insurance certificate as stated on the Insurance Requirements Form
2. Vendor Invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
3. Signed and completed Credit Application

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by May 11, 2023, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

LensLock Inc.
13125 Danielson Street, Suite 112
Poway, California 92064

GOVERNMENT OBLIGATION CONTRACT

Obligor

Farmington City Corporation, Utah
160 South Main Street
Farmington, Utah 84025

Obligee

LensLock Inc.
13125 Danielson Street, Suite 112
Poway, California 92064

Dated as of May 1, 2023

This Government Obligation Contract dated as of the date listed above is between Obligor and Obligor listed directly above. Obligor desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligor finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligor all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligor prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligor" means the entity originally listed above as Obligor or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligor under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligor or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligor or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligor or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligor, Obligor will provide Obligor with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.
- (n) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.
- (o) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.

Section 2.02 Escrow Agreement. In the event both Obligor and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligor shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligor or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligor or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligor shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligor shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due.

Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligor hereunder have been received, Obligor will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligor then Obligor will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligor as provided herein and conveyed to Obligor or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligor as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligor as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligor, then Obligor may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligor with a certificate of insurance which lists the Obligor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligor from liability and property damage in any form and amount satisfactory to Obligor.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligor with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligor and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligor or its assignees. Obligor shall furnish to Obligor certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligor, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligor, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligor.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligor in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligor such documents as Obligor may request to evidence the passage of legal title to the Equipment to Obligor.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligor, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligor to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligor. All of Obligor's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligor at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligor or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligor approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the

Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligatee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligatee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligatee deems necessary or appropriate to protect Obligatee's interest in the Equipment and in this Contract. Obligor shall allow Obligatee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligatee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligatee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligatee, unless Obligatee agrees in writing to an extension of time. Obligatee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligatee under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligatee.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligatee shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligatee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligatee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligatee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligatee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligatee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligatee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligatee for all costs incurred by Obligatee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligatee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract 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 shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligatee in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligatee to a location accessible by common carrier and designated by Obligatee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligatee all tangible items constituting such software. At Obligatee's request, Obligor shall also certify in a form acceptable to Obligatee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligatee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligatee by a common carrier unless the Obligatee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligatee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligatee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligatee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) Condition: When the Equipment is surrendered to the Obligatee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligatee to sell or lease it to a third party and be free of all liens. If Obligatee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligatee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligatee for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligatee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligatee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligatee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligatee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligatee's satisfaction, and Obligatee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligatee and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligatee and Obligor. Furthermore, Obligatee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligatee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligatee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligatee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligatee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either

party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligees and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Farmington City Corporation, Utah

LensLock Inc.

Signature

Signature

Printed Name and Title

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of May 1, 2023, between LensLock Inc. (Obligee) and Farmington City Corporation, Utah (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Twenty Five (25) Gen 12.5 Body Worn Cameras and Sixteen (16) Hawk 6 In-Car Video Camera Systems

Physical Address of Equipment after Delivery : **2**86 S. 200 E., Farmington, UT 84205

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of May 1, 2023, between LensLock Inc. (Obligee) and Farmington City Corporation, Utah (Obligor)

Date of First Payment: June 1, 2023
 Original Balance: \$287,515.00
 Total Number of Payments: Five (5)
 Number of Payments Per Year: One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	01-Jun-23	\$64,863.00	\$0.00	\$64,863.00	\$222,652.00
2	01-Jun-24	\$55,663.00	\$0.00	\$55,663.00	\$166,989.00
3	01-Jun-25	\$55,663.00	\$0.00	\$55,663.00	\$111,326.00
4	01-Jun-26	\$55,663.00	\$0.00	\$55,663.00	\$55,663.00
5	01-Jun-27	\$55,663.00	\$0.00	\$55,663.00	\$0.00

By signing below, Obligor acknowledges that its obligation to make the Contract Payments set forth in Exhibit B to the Contract includes repayment of the principal amount of \$287,515.00, together with interest at 0.000%.

Furthermore, the amount financed by Obligor is \$259,593.63 and such amount is the issue price of this Contract for federal income tax purposes. The difference between the principal amount of this Contract and the issue price is original issue discount, as defined in section 1288 of the Internal Revenue Code of 1986, as amended. The yield of this Contract for federal income tax purposes is 5.320%. Such issue price and yield will be stated in the applicable Form 8038-G.

Farmington City Corporation, Utah

 Signature

 Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

RE: Government Obligation Contract dated as of May 1, 2023, between LensLock Inc. (Obligee) and Farmington City Corporation, Utah (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the Governing Body of Obligor to sign this Certificate of Acceptance with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has been delivered and installed in accordance with Obligor's specifications.
2. Obligor has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
4. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
5. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
6. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
7. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

Farmington City Corporation, Utah

Signature

Printed Name and Title

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of May 1, 2023, between LensLock Inc. (Obligee) and Farmington City Corporation, Utah (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of May 1, 2023, between Farmington City Corporation, Utah (Obligor) and LensLock Inc. (Obligee).
2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): _____

(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____

(Signature of Board Chairman or other authorized member of the Obligor's Governing Body)

Printed Name & Title: _____

(Printed Name and Title of individual who signed directly above)

Attested By: _____

(Signature of Obligor's Board Secretary or Board Clerk)

Printed Name & Title: _____

(Printed Name of individual who signed directly above)

EXHIBIT E

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of May 1, 2023, between LensLock Inc. (Obligee) and Farmington City Corporation, Utah (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations other than "private activity bonds" as defined in Section 141 of the Code, excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code) in an amount greater than \$10,000,000.

Farmington City Corporation, Utah

Signature

Printed Name and Title

NOTICE OF ASSIGNMENT

MAY 1, 2023

LensLock Inc. (Obligee/Assignor) hereby gives notice of an Assignment between Obligee/Assignor and KS StateBank (Assignee) of the Government Obligation Contract (Contract) between Obligee/Assignor and Farmington City Corporation, Utah, dated as of May 1, 2023.

All Contract Payments coming due pursuant to the Contract shall be made to:

KS StateBank
P.O. Box 1608
Manhattan, Kansas 66505

LensLock Inc., Obligee/Assignor

Signature

Printed Name and Title

ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT

Farmington City Corporation, Utah (Obligor) as party to a Government Obligation Contract dated as of May 1, 2023 between Obligor and LensLock Inc. (Obligee), hereby acknowledges receipt of a Notice of Assignment dated May 1, 2023 whereby Obligee gave notice of its assignment to KS StateBank of its right to receive all Contract Payments due from Obligor under the Contract and hereby consents to that Assignment. Pursuant to the Notice of Assignment from Obligee, Obligor agrees to deliver all Contract Payments coming due under the Contract to:

KS StateBank
P.O. Box 1608
Manhattan, Kansas 66505

Farmington City Corporation, Utah

Signature

Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

Farmington City Corporation, Utah
160 South Main Street
Farmington, Utah 84025

Certificate Holder:

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

1. Equipment Description

- ◆ Twenty Five (25) Gen 12.5 Body Worn Cameras and Sixteen (16) Hawk 6 In-Car Video Camera Systems
- ◆ Please include all applicable VIN's, serial numbers, etc.

2. Deductible

- ◆ The deductible amounts on the insurance policy should not exceed \$25,000.00.

3. Physical Damage

- ◆ All risk coverage to guarantee proceeds of at least \$287,515.00.

4. Loss Payee

- ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as loss payee.

Please forward certificate as soon as possible to: Email: ajl@lenslock.com

Please complete the information below and return this form along with the Contract.

Farmington City Corporation, Utah

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3361323	Payment Amount 1 @ \$64,863.00; 2-5 @ \$55,663.00	Frequency of Payments Annual
Beginning _____ Month Year	Day of Month _____ Debits will be made according to Exhibit B of the Contract	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account ☐ Checking ☐ Savings

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract Farmington City Corporation, Utah	
Signature	Printed Name and Title
Tax ID Number 87-6000225	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority

Check box if Amended Return ► ☐

1 Issuer's name Farmington City Corporation, Utah		2 Issuer's employer identification number (EIN) 87-6000225
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 160 South Main Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Farmington, Utah 84025		7 Date of issue 05/01/2023
8 Name of issue Government Obligation Contract		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Mr. Eric Johnsen, Chief		10b Telephone number of officer or other employee shown on 10a (801) 939-9242

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

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	259,593	63
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a		► <input type="checkbox"/>	
If obligations are BANs, check only box 19b		► <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box		► <input checked="" type="checkbox"/>	

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

	(a) Final maturity date	(b) issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/01/2027	\$ 259,593.63	\$ N/A	4.080 years	5.320 %

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

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

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

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

Part VI Miscellaneous

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

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.



Signature of issuer's authorized representative

Date



Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
H. Evan Howe	<i>H. Evan Howe</i> 2023.01.12 13:37:04 -06'00'	01/12/2023		P01438994
Firm's Name ►	Firm's EIN ►			
Baystone Financial LLC	48-1223987			
Firm's Address ►	Phone no.			
10601 Mission Road, Suite 200, Leawood, KS 66206	(800) 752-3562			



per Website: 160 South Main Street
Farmington, Utah 84025



Credit Application

Return completed application with required financial information.

Legal Name of Obligor: Farmington PD, UT		Fed. Tax ID #: 87-6000225	
Address: 86 S 200 E			
City: Farmington	County: Davis	State: UT	Zip: 84205
Contact Person: Chief Eric Johnsen		Title:	
Phone: (801) 939-9242		Fax: ()	
Email Address: ejohnsen@farmington.utah.gov			
Alternative Contact Person:		Title:	
Phone: ()		Fax: ()	
Email Address:			
Date municipal entity was established:		Does the obligor self-insure for property & liability insurance?	
Total Cost of Equipment/Project: \$		Term (years):	
Delivery Date:		Payment Amount: \$	
Payments: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual			
How will the contract payments be made? <input type="checkbox"/> P-Card *Add'l Fees Will Apply* <input type="checkbox"/> Check <input type="checkbox"/> ACH <input type="checkbox"/> Other (specify)			
What fund will the remaining contract payments be made from? <input type="checkbox"/> General <input type="checkbox"/> Special (specify)			
Equipment Description:			
Replacement Equipment: <input type="checkbox"/> Yes <input type="checkbox"/> No		Age of current equipment: Year purchased:	
If not a replacement, why is the equipment needed?			
Describe the essential use of the equipment:			
Has the obligor ever defaulted or non-appropriated on a lease, bond, or legal obligation?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Will the obligor issue more than \$10,000,000 in tax-exempt debt in this calendar year?		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Financial Information Required

- **Two (2) most recently completed audits**
- **For any unaudited fiscal year provide comprehensive financial statements to include a Balance Sheet with Debt Service Commitments and an Income Statement in place of the audits**

Completed By (signature):

Printed Name and Title:

Date:

- *Additional financial information may be requested if deemed necessary during credit review.*
- *By signing this application Obligor representative agrees to the following statement: "Everything stated in this application is correct to the best of my knowledge. I understand Obligor will retain this application whether or not it is approved. Obligor is authorized to verify any information on this application with an appropriate third party as necessary to complete the credit review process."*



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

To: Mayor and City Council

From: Brigham Mellor, City Manager

Date: February 7, 2023

Subject: **Franchise Agreement with Connex Networks**

RECOMMENDATION(S)

Move that the City Council approve the attached franchise agreement with Connex Networks, as part of the summary action calendar.

BACKGROUND

Franchise Agreements allow utility providers access to city right-of-way and easements to facilitate providing services to residents. The City is required to provide access to those areas to all providers. This Agreement is substantially similar to those approved for other providers in recent months.

Supplemental Information:

1. Connex Networks

Respectfully submitted,

Brigham Mellor
City Manager

**FARMINGTON CITY AND CONNEXT NETWORKS L.L.C.
FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT (“Franchise” or “Agreement”) is made and entered into on _____, 2023 by and between Farmington City, Utah, (hereinafter “City”) and Connex Networks, LLC, a Delaware limited liability company, dba Connex LLC (hereinafter “Company”).

WITNESSETH:

WHEREAS, the City, pursuant to *Utah Code Ann.* §10-8-11, as amended, the City’s inherent Police Powers, Chapter 9-4 of the Farmington City Code, and other statutory authority, regulates the use of City Right-of-Way for the benefit of its residents; and

WHEREAS, the Company desires to provide certain telecommunication services within the City and in connection therewith to establish a telecommunications network in, under, along, over, and across present and future streets, alleys, easements, and Rights-of-Way of the City, consisting of telecommunication lines, cables, and all necessary appurtenances; and

WHEREAS, the City, in exercise of its ownership rights over and in the public streets, alleys, easements, and Rights-of-Way, believes that it is in the best interest of the public to provide to the Company and its successors a non-exclusive franchise to operate its business within the City; and

WHEREAS, the City and the Company have negotiated an arrangement whereby the Company may provide its services within the City, pursuant to the terms and conditions outlined in this Agreement and in Chapter 9-4 of the Farmington City Code and other relevant sections of the Farmington City Code, and subject to the further reasonable regulation under its police and other regulatory power; and

WHEREAS, this Agreement is intended to cover all Company facilities within the City, whether existing or contemplated;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and other good and valuable consideration, City and Company agree as follows:

ARTICLE I

FRANCHISE AGREEMENT AND ORDINANCE

1.1 Agreement. Upon approval by the City Council, this Franchise Agreement shall be deemed to constitute a contract by and between City and Company.

- 1.2 Ordinance.** The City has adopted Chapter 9-4 “Franchise Rights-of-Way” (the “Ordinance”), and such Ordinance is incorporated herein by reference and made an integral part hereof.
- 1.3 Grant of Franchise.** The City hereby grants to Company and its successors and assigns the non-exclusive right, privilege, and franchise (the “Franchise”) to construct, maintain, and operate a Telecommunications System (hereinafter “Network”), in, under, along, over, and across the present and future streets, alleys, easements and Rights-of-Way of the City. The Franchise does not grant to the Company the right, privilege or authority to engage in the community antenna (or cable) television business although nothing contained herein shall preclude the Company from (1) permitting those lawfully engaged in such business to utilize Company’s facilities within the City for such purposes, or (2) from providing such service if an appropriate Franchise is obtained and all other legal requirements have been satisfied.
- 1.4 Financial Capability.** Company warrants that it has the financial capability to construct, maintain, and operate a telecommunications network and to otherwise comply with the provisions of this Agreement.
- 1.5 Relationship; Joint Facilities Agreement.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with the other. The Franchise does not grant Company the right to use City poles, conduit, or other facilities. The use of such facilities shall be governed by a separate Pole Attachment and Conduit Occupancy Agreement.
- 1.6 Records Inspection.** The records of the Company pertaining to the reports, plans, designs, and payments required by this Franchise, including, but not limited to, any records deemed necessary or useful by the City to calculate or confirm Gross Revenues, as defined herein, shall be open for inspection by the City and its duly authorized representatives at all reasonable business hours of the Company, provided Company is given reasonable notice. Such records may be copied by the City and the copies may be removed from the premises, provided that reasonable arrangements are made to protect the confidentiality of such records.
- 1.7 Definitions.** The words, terms, and phrases which are used herein and in the Ordinance shall have their ordinary plain meaning unless the word, term, or phrase is expressly defined herein. Words, terms, and phrases which are not specifically defined herein, but are defined in 47 U.S.C. Section 153, or its successor, shall have the technical meaning provided by that section as of the date of this agreement. The following words, terms, and phrases when used herein shall have the following meanings:

“City Council” means the City Council of Farmington City.

“Customer” means a person or user of the Company’s telecommunications Network who lawfully receives telecommunications services or other services therefrom with the Company’s authorized permission, including, but not limited to, other companies utilizing Company’s Network to provide services to customers of those companies.

The term “Facilities” or “facilities” when used in this Agreement means all or a portion of Company’s Telecommunications System.

“Gross Revenues” means gross receipts from telecommunications services attributed to customers within the City, without regard to the billing address of the customer, as more particularly set forth in the Municipal Telecommunications License Tax Act, U.C.A. §10-1-402.

“Network” means a Network of telecommunications lines and cables (including without limitation fiber-optic and copper lines and cables), together with necessary and desirable appurtenances (including underground and above-ground conduits and structures, poles, towers, wire, and cable) for its own use for the purpose of providing telecommunications services to the City, the inhabitants thereof, and persons and corporations beyond the limits thereof.

“Public Improvement” means any existing or contemplated public facility, building, or capital improvement project, including without limitation streets, alleys, sidewalks, sewer, water drainage, Right-of-Way improvements, poles, lines, wires, conduits, and Public Projects.

“Public Project” means any project planned or undertaken by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature.

“Rights-of-Way” includes present and future City streets, alleys, rights-of-way, and public easements, including easements dedicated in plats of the City.

ARTICLE II

TERM AND RENEWAL

- 2.1 Term and Renewal.** The Franchise granted to Company shall be for a period of ten (10) years commencing on the date this Agreement is executed, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term the Franchise may be renewed by Company upon the same terms and conditions as contained in this Agreement, so long as Company is in compliance with the provisions of this Agreement, for an additional ten (10) year term, by providing to the City’s representative, not less than ninety (90) calendar days before the expiration of the initial franchise term, written notice of Company’s intent to renew. If *Utah Code Ann.* § 10-1-403, is changed,

the parties shall amend, upon its renewal, this Agreement to conform to the new statutory limit.

- 2.2** The City may continue to invoke any or all provisions of this Franchise against Company or any successor entity enjoying de facto franchise privileges after expiration or revocation. The City and the Company will work together to take all other actions deemed necessary and proper by the City to accommodate the transition to any successor as may be in the best interest of the City or its inhabitants and the Company.

ARTICLE III

CONSIDERATION AND PAYMENT

- 3.1 Franchise Fee.** For and in consideration of the Franchise, and as fair and reasonable compensation to the City for the use by the Company of the City's Rights-of-Way, the Company agrees:
- a. To pay to the City an annual franchise fee (the "Franchise Fee"), in an amount equal to, and consisting of, the municipal telecommunications license tax (the "Municipal Telecommunications Tax") authorized pursuant to the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, *Utah Code Annotated* 1953, as amended, and imposed and levied pursuant to Farmington City Code, Chapter 5-7, (collectively the "Municipal Telecommunications Tax Laws"). Such Franchise Fee shall be calculated in the manner provided in the Municipal Telecommunications Tax Laws, and shall be paid by the Company to the Utah State Tax Commission, as agent for the City under an Interlocal Cooperation Agreement by and among the City, the Utah State Tax Commission, and others, at the times and in the manner prescribed in the Municipal Telecommunications Tax Laws, and any rules and regulations promulgated thereunder. Compliance by the Company with the terms and provisions of the Municipal Telecommunications Tax Laws, and any rules and regulations promulgated thereunder, shall satisfy all requirements of this Agreement with respect to the calculation and payment of the Franchise Fee.
 - b. Notwithstanding the provisions of Section 3.1(a) above, the Franchise Fee shall be calculated and payable as described therein only so long as the Company and the services provided within the City by the Company by means of the Company Facilities are subject to the Municipal Telecommunications Tax. In the event all or any portion of the Company Facilities ceases to be used by the Company to provide services subject to the Municipal Telecommunications Tax, to the extent permitted by Utah law, the Company shall pay, in lieu of the Franchise Fee, a charge with respect to such portion of the Company Facilities, payable from and after the (i) the date Company ceases to provide such services, or (ii) the date the Municipal Telecommunications Tax ceases to apply to the services provided by the Company, which shall be calculated in the same manner as the charge then imposed by the City on other Companies occupying the Right-of-Way with

similar facilities, and which do not provide telecommunication services subject to the Municipal Telecommunications Act. The City and the Company agree to negotiate in good faith any amendments to this Agreement as shall be necessary to accommodate a change in the Municipal Telecommunications Tax Laws, including payment provisions; provided such new or changed provisions shall conform substantially with the provisions contained in any permits held by other similarly situated companies.

- 3.2 Reconciliation.** Within thirty (30) calendar days after the filing of any report or the making of any payment, or within such reasonable additional time as the City may request, the City shall examine such report or payment, determine the accuracy thereof, and, if the City finds any errors, report such errors to the Company for correction. If the Franchise Fee as paid shall be found deficient, the Company shall promptly remit the difference, and if the Franchise Fee as paid shall be found excessive, the City shall promptly refund the difference. In the event of a disagreement, the Company shall make payment under protest pending the resolution of the dispute between the parties or through the courts. Neither payment of the Franchise Fee nor failure to make such investigation shall be deemed to estop the City or the Company in any way or prevent subsequent investigation by either and collection or return of any amount properly due. No acceptance of any payment by the City shall be construed as a release of, or an accord or satisfaction of, any claim the City might have for further or additional sums payable under the terms of this Agreement for the performance of any other obligation of the Company hereunder.
- 3.3 Extensions Not Statute of Limitation or Repose.** The aforesaid 30-day notice period is not intended and shall not act as a statute of limitation or repose, which limitation periods shall be governed by Utah Law.
- 3.4 City Financial Review.** The Manager or the Manager's designee, as City Representative may undertake a financial review of Company's payment of its Franchise fees and other fees and obligations under this Agreement. The failure or omission to conduct a financial review shall not constitute any waiver or estoppel.
- 3.5 Delinquency.** Failure to make any payment within thirty (30) calendar days of the applicable payment date shall be subject to a delinquency penalty charge of ten percent (10%) of the payment, and shall constitute breach of the terms of this Agreement and constitute just cause for termination. Unpaid amounts, including penalties, shall bear interest until paid at the rate of ten percent (10%) per annum until paid.
- 3.6 Revenue Report Following Termination.** In the event this Agreement or the Franchise should be terminated, forfeited, or determined to be void or invalid by any order or decree by a court of competent jurisdiction, the Company, not later than thirty (30) calendar days following such termination, forfeiture, or determination, shall submit to the City a report prepared as before required, showing the Gross Revenues of the Company in the City for the time elapsed since the last period for which the Company has paid the

Franchise Fee. Contemporaneously with the submission of the report, the Company shall pay to the City the Franchise Fee due and owing to the City for such period.

- 3.7 Audits.** For the purpose of verifying the correct amount of the Franchise Fee, the books and records of Company pertaining thereto shall be open to inspection or audit by duly authorized representatives of Farmington City, during business hours, but not more than once in a twelve (12) month period, upon giving at least twenty (20) business days advance written notice of the intention to inspect or audit said books and records ; provided, however that any such inspection shall take place within three (3) years from the date the City receives such payment, after which period any such payment shall be considered final. Upon completion of any such audit, the City shall provide to the Company a final report setting forth the City's findings in detail, including any substantiating documentation. In the event of an overpayment by the Company, the City shall refund the overpayment to the Company within thirty (30) days. In the event of an alleged underpayment, the Company shall have thirty (30) days from the date of receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports the parties shall attempt to establish a "Finally Settled Amount." For purposed of this Section, the term "Finally Settled Amount" shall mean the agreed upon underpayment which shall be paid by the Company to the City as a result of the audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within thirty (30) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law. Any Finally Settled Amount shall be paid by the Company to the City within thirty (30) days from the date the parties agree on the Finally Settled Amount. Additionally, The Company agrees to reimburse the City the reasonable costs of an audit if the audit discloses and the Finally Settled Amount reflects that the Company had paid ninety percent (90%) or less of the compensation due the City for the period of such audit. Once the Finally Settled Amount is paid by the Company, the City shall have no further rights to audit or challenge the payment for the period included in the audit.

ARTICLE IV

USE AND RELOCATION OF FACILITIES IN THE PUBLIC RIGHT-OF-WAY

- 4.1 Franchise Rights to Use the Public Right-of-Way.** The Company shall have the right to use the public Rights-of-Way within the City to construct and maintain its Network subject to the conditions set forth in this Agreement, including the provisions of Chapter 9-4 of the Farmington City Code, which are hereby incorporated by reference; provided, however, that the Company shall not, pursuant to this Agreement, place any new poles, mains, cables, structures, pipes, conduits, or wires on, over, under, or within any Right-of-Way, City park, pleasure ground, or other recreational area currently existing or developed in the future without a permit from the City Representative. Nothing contained herein shall preclude the City from granting a revocable permit for such purpose. In addition, Company shall have the right to utilize any easements across

private property granted to the City for utility purposes, provided the City's written permission is obtained in each case and the documents granting such easements to the City authorize such use. Company specifically understands and acknowledges that certain City easements and Rights-of-Way may be prescriptive in nature, and that nothing in this Franchise extends permission to use the easement or Right-of-Way beyond the extent that the City may have acquired, and such easements and Rights-of-Way may be subject to third party prior or after-acquired interests. Company is cautioned to examine each individual easement and Right-of-Way and the legal arrangement between the City and adjacent property owners. The City assumes no duty or obligation to defend any interest in any easement or Right-of-Way and Company remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the City easement or Right-of-Way.

- 4.2 Company Duty to Relocate; Subordination to City Use.** Whenever the City, for any lawful public purpose, shall require the relocation or reinstallation of any property of the Company or its successors in any of the streets, alleys, Rights-of-Way, or public property of the City, it shall be the obligation of the Company, upon notice of such requirement and written demand made of the Company, and within a reasonable time thereof, but not less than ninety (90) calendar days, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of the City, except that the Parties may agree to abandon the facilities in place in lieu of relocation. Any relocation, removal, or reinstallation by the Company shall be at no cost to the City; provided, however, that the Company and its successors and assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Notwithstanding the foregoing, the duty of the Company to install or relocate its lines underground shall be subject to the provisions of paragraph 5.3 below. Any money and all rights to reimbursement from the State of Utah, the federal government, or other public funds to which the Company may be entitled for work done by Company pursuant to this paragraph shall be the property of the Company. The City shall assign or otherwise transfer to the Company all rights the City may have to recover costs for such work performed by the Company and shall reasonably cooperate with the Company's efforts to obtain reimbursement. If the City has required the Company to relocate its facilities to accommodate a private third party, the Company shall be entitled, and the City shall use good faith, to require such third party to pay the costs of relocation. The Company may request payment of such costs from the third party in advance of the relocation. Notwithstanding anything to the contrary herein, the Company's use of the Right-of-Way shall in all matters be subordinate to the City's use of the Right-of-Way for any public purpose. The City and Company shall coordinate the placement of their respective facilities and improvements in a manner which minimizes adverse impact on each other. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such Public Improvements so as not to impact or be impacted by such Public Improvements.
- 4.3 Duty to Obtain Approval to Move Company Property; Emergency.** Except as otherwise provided herein, the City, without the prior written approval of the Company, shall not intentionally alter, remove, relocate, or otherwise interfere with any Company

facilities. However, if it becomes necessary (in the reasonable judgment of the Mayor, City Council, City Manager, City Engineer, Fire Chief, Police Chief, or their designees) to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Company because of a fire, emergency, disaster, or imminent threat thereof, these acts may be done without prior written approval of the Company, and the repairs thereby rendered necessary shall be made by the Company, without charge to the City. In such event, the City shall notify the Company as soon as reasonably possible of the emergency and the actions taken by the City in response thereto. Should the City take actions pursuant to this section, the Company shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liens, or liability for (a) loss or damage to the Company's property and/or (b) interruptions of telecommunications services provided by the use of or through the Company's property (including telecommunications services provided by the Company to the Company's Customers), whether such claims, demands, liens, or liability arise from or are brought by the Company, its insurers, the Company's Customers, or third parties. If, however, the City requests emergency funding reimbursement from federal, state or other governmental sources, the City shall include in its request the costs incurred by the Company to repair facilities damaged by the City in responding to the emergency. Any funds received by the City for the repair of the Company's facilities or on behalf of Company shall be paid to the Company within thirty (30) business days.

ARTICLE V

PLAN, DESIGN, CONSTRUCTION, INSTALLATION OF COMPANY FACILITIES

5.1 Coordination of Construction and Joint Use. On or before February 28, May 31, August 31, and November 30 of each calendar year, or such other date the Company and City may agree upon from year to year, the Company's and the City's representatives will meet (the "Quarterly Coordination Meeting") for the purpose of exchanging information and documents regarding future construction of Company's facilities within the City, with a view toward coordinating their respective activities. Documents and information to be exchanged shall include, without limitation, engineering drawings or other detailed maps of the proposed locations of construction or installation of telecommunication facilities. The Company, the City Engineer, and the Community Development Director shall thereafter in good faith exchange other information and documents regarding the proposed construction for the purpose of coordinating the joint and respective activities within the City. Any significant construction or installation of new facilities by the Company or other franchised telecommunication companies not presented at the Quarterly Coordination Meeting shall only be commenced upon approval of the City Manager and the Community Development Director. Information regarding future capital improvements involving land acquisition or construction or installation of telecommunication facilities shall be treated with confidentiality as governed, and to the extent authorized, by City ordinance and the Government Records Access and Management Act.

5.2 Conditions of Public Utility Easement, Right-of-Way and Street Occupancy.

- a. Except as provided below, the Company shall not erect, authorize, or permit others to erect any poles within the streets of the City for the operation of Company's Network, but shall use the existing poles and facilities of the City Energy Department and other telecommunication providers under such terms as the Company negotiates with City and these other entities in separate "joint facilities" agreements. City shall cooperate with Company in its negotiating with other telecommunication providers.
- b. The Company may request, in writing, that it be authorized to erect poles or place conduit or other facilities within the streets of the City for the operation of its Network. Such consent shall be entirely discretionary with the City and shall be given upon such terms and conditions as the City Council, in its sole discretion, may prescribe, consistent with consent granted to other franchisees, which shall include a requirement that the Company perform, at its sole expense, all tree trimming required as a result of the Company's presence to maintain the line or facilities clear of obstructions. With respect to any poles or wire-holding structures that the Company is authorized to construct and install within the City, a public utility or public utility district serving the City may, if denied the privilege of utilizing such pole or facility by the Company, apply for such permission to the City Council. If the City Council finds that such use would enhance the public convenience and would not unduly interfere with the Company's present and future operations, the City Council may authorize such use subject to such terms and conditions as may reasonably be agreed between the parties. Such authorization shall include the condition that the public utility district pay to the Company any and all actual and necessary costs incurred by the Company in permitting such use, and shall indemnify the Company and City from and against any claims or causes of action brought about due to such use.
- c. No cables, equipment, or wires for construction, maintenance, and operation of the Network shall be installed or the installation thereof commence on any existing pole within the City until the proposed location, specifications, and manner of installation of such cables, equipment, and wires are set forth upon an engineering drawing, plot, or map showing the existing poles, streets, alleys, or highways where such installations are proposed. The drawing, plot, or map shall be submitted to the City Engineer and reviewed for approval or disapproval within a reasonable time in writing. Such approval shall not be unreasonably withheld. The Company shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses or other forms of approval or authorization necessary to construct, maintain, upgrade or repair the system, including but not limited to any necessary approvals from persons and/or the City to use private property, easements, poles and conduits.
- d. If, in the conduct of its business, the Company is required to locate facilities in the streets of the City, other than facilities that may be attached to utility poles, the nature of such facilities shall be disclosed to the City for prior review and

approval as to the need thereof and as to the location within the street. The installation shall be made under such conditions as the City Engineer shall prescribe.

- e. The Company, at its own expense, may, and is solely responsible to, trim trees overhanging the public Rights-of-Way of the City to prevent the branches of such trees from coming in contact with the Company's wires and cable. Prior to the Company attempting to trim trees upon and overhanging streets, alleys, sidewalks and public places of the City, the Company shall obtain approval from, and be under the supervision of, the City official to whom such duties have been or may be delegated in accordance with the applicable provisions of the municipal code of the City. Company shall immediately remove the trimmings and restore the area to its previous condition.
- f. The Company, on the request of any person holding a building moving permit issued by the City, shall temporarily raise or lower its wires to permit the moving of such building. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the Company may require such payment in advance. The City agrees to provide prior written notice of the necessity to move the wires as far in advance as possible; provided in no event shall the City give less than five (5) business days advance notice. In the event of a disagreement between the Company and the holder of a permit, such disagreement shall be resolved by the City.

5.3 Duty to Underground. The Company shall be required to comply with the rules and regulations of the Public Service Commission in regard to the installation of underground lines. In addition, the Company shall comply with rules and regulations adopted by the City for the placement of newly constructed Network lines underground; provided, however, Company shall only be required to place newly constructed Network lines underground to the extent that underground placement is also required of all other existing and newly constructed lines of other telecommunication companies at that location with the City. If all other electric utilities or telephone utilities are located or relocated underground in any place within the City after the Company has installed its facilities, the Company shall thereafter remove and relocate its facilities underground in such places in a reasonable time as mutually agreed upon between the City and the Company. Where utilities are underground, the Company may locate certain equipment above ground upon a showing of necessity and with the written approval from the City.

5.4 Company Duty to Comply with Rules and Regulations. Facilities located on, upon, over, and under property in which the City has an ownership interest shall be constructed, installed, maintained, cleared of vegetation, renovated, or replaced in accordance with such rules and regulations as the City may reasonably issue. Except when infeasible due to exigent circumstances related to the health, safety, and welfare of the Community, the Company shall acquire permits in accordance with such rules and regulations and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance.

- 5.5 Compliance with Pollution Laws.** Company shall ensure that its facilities within the City meet any standards required by applicable federal and state air and water pollution laws. Upon the City's request, the Company shall provide the City with a status report of such measures.
- 5.6 Compliance with Applicable Laws.** All telecommunications lines, poles, towers, pipes, conduits, equipment, property, and other structures or assets installed, used, maintained, relocated, or dismantled under color of this Agreement shall be so installed, used, operated, tested, maintained, relocated, or dismantled in accordance with applicable federal, state, and City law and regulations, including but not limited to the most recent editions of the National Electrical Code, the National Electrical Safety Code, and the Fiber Optic Cable Installation Standard of the Telecommunications Industry Committee, or such substantive equivalents as may hereafter be adopted or promulgated. It is understood that the standards established in this paragraph are minimum standards and the requirements established or referenced in this Agreement may be additional to or stricter than such minimum standards.
- 5.7 Location to Minimize Interference.** All lines, poles, towers, pipes, conduits, equipment, property, structures, and assets of the Company shall be located so as to minimize interference with the use of streets, alleys, Rights-of-Way, and public property by others and shall reasonably avoid interference with the rights of owners of property that abuts any of said streets, alleys, Rights-of-Way, or public property.
- 5.8 Repair of Damage.** If during the course of work on its facilities, the Company causes damage to or alters any street, alley, Rights-of-Way, sidewalk, utility, Public Improvement, or other public or private property, the Company (at its own cost and expense and in a manner approved by the City) shall promptly and completely restore such street, alley, Rights-of-Way, sidewalk, utility, Public Improvement or other public or private property to its previous condition, in accordance with applicable City ordinances, policies, and regulations relating to repair work of similar character to the reasonable satisfaction of the City. Except in case of emergency, the Company, prior to commencing work in the public way, street, or public property, shall make application for a permit to perform such work from the City Engineer or other department or division designated by the City. Such permit shall not be unreasonably withheld. The Company shall abide by all reasonable regulations and requirements of the City for such work.
- 5.9 Guarantee of Repairs.** For a period of one year following the completion of the repair work performed pursuant to Section 5.8, the Company shall maintain, repair, and keep in good condition those portions of said streets, alleys, Rights-of-Way, or public and private property restored, repaired, or replaced to the satisfaction of the City.
- 5.10 Safety Standards.** The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required by applicable safety regulations, or standards imposed by law and included in the requirements of the permits issued by the City, including, but not limited

to, signing in conformance with the Federal and State of Utah manuals on Uniform Traffic Control Devices.

5.11 Supervision by the City.

- a. The Company shall construct, operate, and maintain the Network within the City in strict compliance with all laws, ordinances, rules, and regulations of the City and any other agency having jurisdiction over the operations of the Company.
- b. The Company's Network and all parts thereof within the City shall be subject to the right of periodic inspection by the City; provided that such inspection shall be conducted at reasonable times and upon reasonable notice to the Company.

5.12 Notice of Closure of Streets. Except in cases of emergency, the Company shall notify the City not less than three (3) working days in advance of any construction, reconstruction, repair, or relocation of facilities which would require any street or lane closure. Except in the event of an emergency, as reasonably determined by the Company, no such closure shall take place without prior authorization from the City. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected as required by Section 5.10, above.

ARTICLE VI

POLICE POWER

6.1 Reservation of Police Power. The City expressly reserves, and the Company expressly recognizes, the City's right and duty to adopt, from time to time, in addition to the provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

6.2 Other Regulatory Approval. The Company and the City shall at all times during the life of this Franchise, comply with all federal, state, and City laws and regulations and with such reasonable and lawful regulation as the City now or hereafter shall provide, including all lawful and reasonable rules, regulations, policies, resolutions and ordinances now or hereafter promulgated by the City relating to permits and fees, sidewalk and pavement cuts, attachment to poles, utility location, construction coordination, beautification, and other requirements on the use of the Right-of-Way. The terms of this Franchise shall apply to all the Company's facilities used, in whole or part, in the provision of telecommunications services in newly annexed areas upon the effective date of such annexation. Company shall provide no service regulated by the Federal Communications Commission (FCC) or Utah Public Service Commission (PSC) until it has received all necessary approvals and permits from said commissions. Nothing in this Agreement shall constitute a waiver of either party's right to challenge any portion of this

Agreement which is not in accordance with applicable federal, state and local laws.

ARTICLE VII

CITY REPRESENTATIVES

- 7.1 City Manager's Duties and Responsibilities.** The City Manager is hereby designated as the "City Representative" with full power and authority to take appropriate action for and on behalf of the City and its inhabitants to enforce the provisions of this Agreement and to investigate any alleged violations or failures of the Company to comply with said provisions or to adequately and fully discharge its responsibilities and obligations hereunder. The City Manager may delegate to others, including but not limited to, the City Attorney, City Engineer, and City Finance Director, the various duties and responsibilities of City Representative. The failure or omission of the Manager or the Manager's designee(s) as City Representative to act shall not constitute any waiver or estoppel.
- 7.2 Company Duty to Cooperate.** In order to facilitate such duties of the City Representative, the Company will allow reasonable access to the Company's Network within the City's public Rights of Way provided the City provides three (3) working days advance notice, and any such access is supervised by the Company at all times. Failure of the Company to provide supervision for all times during which the City will access the Network during access for which notice was given under this section, shall excuse the requirement that access be supervised by the Company during those times.
- 7.3 No Waiver or Estoppel.** Neither the City nor the Company shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other or any of its officers, employees, or agents, upon any one or more occasions, to insist upon or to seek compliance with any of such terms and conditions.

ARTICLE VIII

TRANSFER OF FRANCHISE

- 8.1 Written Approval Required.** The Company shall not transfer or assign the Franchise or any rights under this Agreement to another entity, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment or transfer without such prior written consent shall constitute a Default of the Franchise. In the event of such a Default, City shall proceed according to the procedure set forth in this Agreement, and any applicable state or federal law. Notwithstanding anything to the contrary herein, so long as Company is in full compliance with this Agreement, this Agreement, without any approval or consent of City, may be sold, assigned or transferred by the Company to the Company's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of Company's assets in the market defined by the FCC in which the Network is located by reason of a merger, acquisition or other business reorganization.

8.2 Procedure for Obtaining Approval for Transfer. At least ninety (90) calendar days before a proposed assignment or transfer of Company's Franchise is scheduled to become effective, Company shall petition in writing for the City Council's written consent for such a proposed assignment or transfer. The City will not unreasonably withhold its consent to such an assignment or transfer. However, in making such a determination, the City Council may consider any or all of the following:

- (a) experience of proposed assignee or transferee (including conducting an investigation of proposed assignee or transferee's service record in other communities);
- (b) qualifications of proposed assignee or transferee;
- (c) legal integrity of proposed assignee or transferee;
- (d) financial ability and stability of the proposed assignee or transferee;
- (e) the corporate connection, if any, between the Company, and proposed assignee or transferee; and
- (f) any other aspect of the proposed assignee's or transferee's background which could affect the health, safety, and welfare of the citizenry of the City as it relates to the operation of a telecommunications network.

8.3 Certification of Assignee. Before an assignment or transfer is approved by the City Council, the proposed assignee or transferee shall execute an affidavit, acknowledging that it has read, understood, and intends to abide by the applicable Franchise Agreement and all applicable laws, rules, and regulations.

8.4 Effect of Approval. In the event of any approved assignment or transfer, the assignee or transferee shall assume all obligations and liabilities of Company, except an assignment or transfer shall not relieve the Company of its liabilities under the Franchise Agreement until the assignment actually takes place, unless specifically relieved by federal, or state law, or unless specifically relieved by the City Council at the time an assignment or transfer is approved.

8.5 Transfer Upon Revocation by City. Company and City agree that in the case of a lawful revocation of the Franchise, at Company's request, which shall be made in its sole discretion, Company shall be given a reasonable opportunity to effectuate a transfer of its Network to a qualified third party. City further agrees that during such a period of time, it shall authorize the Company to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period greater than six (6) months from the effective date of such revocation. If at the end of that time, Company is unsuccessful in procuring a qualified transferee or assignee of its Network which is reasonably acceptable to the City, Company and City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that Company's continued operation of its Network during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment, of any rights of either the City or the Company. Notwithstanding anything to the contrary set forth herein, neither City nor Company shall be required to violate federal or state law.

- 8.6 Abandonment of Facilities by Company.** The Company, with the written consent of the City, may abandon any underground facilities in place, subject to the reasonable requirements of the City. In such an event, after receiving the written consent of the City, the abandoned Network shall become the property of the City, and the Company shall have no further responsibilities or obligations concerning those facilities.

ARTICLE IX

ACCEPTANCE BY THE COMPANY OF FRANCHISE

Company Duty to Approve Franchise Agreement. The Company shall, within sixty (60) calendar days after the approval of this Agreement by the City Council, execute this Agreement and provide a fully executed copy to the City. Execution of this Agreement by the Company shall be deemed to be an unqualified acceptance of the Agreement and acknowledgment of the provisions of Title 9 Chapter 4 of the City's Ordinances.

ARTICLE X

EXTENSION OF CITY LIMITS

Annexations. Upon the annexation of any territory to the City, all rights hereby granted and the Franchise shall extend to the territory so annexed to the extent the City has authority. All facilities owned, maintained, or operated by the Company located within, under, or over streets of the territory so annexed shall thereafter be subject to all terms hereof.

ARTICLE XI

TERMINATION OR REVOCATION OF FRANCHISE

- 11.1 Grounds for Termination.** The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:
- a. The Company fails to make timely payments of the Franchise Fee as required under Article III of this Agreement and does not correct such failure within thirty (30) business days after receipt of written notice by the City of such failure;
 - b. The Company, by act or omission, materially violates a duty or obligation herein set forth in any particular within the Company's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may determine, after hearing, that such failure is of a material nature, and, thereupon, after written notice giving the Company notice of such determination, the Company, within thirty (30) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such ninety-day period and failure to correct

such conditions, the City may declare the Franchise forfeited, and, thereupon, the Company shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and, provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the ninety-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the non-compliance was not the intentional or negligent act or omission of the Company;

- c. The Company becomes insolvent, unable, or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Company within thirty (30) calendar days;
- d. The Company ceases to operate the Network for a continuous period of twelve months, and does not respond to written notice from the City within thirty (30) days after receiving such notice following any such cessation, except when the cessation of service is a direct result of a natural or man-made disaster; or
- e. In furtherance of the Company policy or through acts or omissions done within the scope and course of employment, a director or officer of the Company knowingly engages in conduct or makes a material misrepresentation with or to the City that is fraudulent or in violation of a felony criminal statute of the State of Utah.

11.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the Company from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

11.3 Company's Duty to Remove Its Network.

- a. Except as otherwise provided in Section 8 above, the Company shall within ninety (90) days remove, at its own cost and expense, from any public property within the City, all or any part of the Network when the Franchise is terminated or revoked pursuant to notice as provided herein; or the Franchise expires pursuant to this Agreement.
- b. The Company's removal of any or all of the Network that requires trenching or other opening of the City's streets shall be done only after the Company obtains prior written notice and approval from the City.
- c. Immediately upon such removal of the Network, all streets, avenues, alleys, and other public ways and grounds from which the Network was removed shall be restored to as good a condition as the same were before the removal was effected.

ARTICLE XII

INSURANCE AND INDEMNIFICATION

- 12.1 No City Liability.** Except as otherwise specifically provided herein, the City shall in no way be liable or responsible for any loss or damage to property, including financial or other business loss (whether direct, indirect, or consequential), or any injury to or death of any person that may occur in the construction, operation, or maintenance by the Company of its lines and appurtenances hereunder, except to the extent of the City's negligence or willful misconduct.
- 12.2 Company Indemnification of City.** The Company shall indemnify, hold harmless, and at the City's option defend and hold the City, and the officers, agents, boards, and employees thereof, harmless from and against any and all claims, suits, actions, liability and judgments for damages or otherwise harmless from and against claims, demands, liens, and all liability or damage of whatsoever kind (including accidental death) on account of, or arising from, the exercise by the Company of the rights related to this Agreement, or from the operations of the Company within the City, and shall pay the costs of defense plus reasonable attorneys' fees. Said indemnification shall include, but not be limited to, the Company's negligent acts or omissions pursuant to its use of the rights and privileges of this Agreement, including construction, operation, and maintenance of telecommunications lines and appurtenances, whether or not any such use, act, or omission complained of is authorized, allowed, or prohibited by this Agreement. The City shall give the Company written notice of its obligation to indemnify the City within a reasonable time of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Company shall not indemnify the City for any damages, liability or claims resulting from the willful misconduct or negligence of the City. In no event shall either party be liable to the other for any indirect, incidental, special, punitive or consequential damages whatsoever, arising out of, or in connection with, this agreement, including but not limited to loss of profits, lost revenue, loss of goodwill, loss of anticipated savings, loss of data. If a Court of competent jurisdiction adjudges, by final decree, that the City is liable for any damages that are covered by and not excluded under this indemnity provision, the Company shall indemnify and hold the City harmless of and from any such judgment or liability, including any court costs, expenses, and attorney fees incurred by the City in defense thereof.
- 12.3 Notice of Indemnification.** The Company shall give prompt written notice to the City of any claim, demand, or lien that may result in a lawsuit against the City. City shall give written notice to Company promptly after City learns of the existence of Claim for which City seeks indemnification; provided, however, the failure to give such notice shall not affect the rights of City, except and only to the extent the Company is prejudiced by such failure. The Company shall have the right to employ counsel reasonably acceptable to the City to defend against any such Claim. If such counsel will represent both the Company and City, there may be no conflict with such counsel's representation of both. No settlement of a Claim may seek to impose any liability or obligation upon the City other

than for money damages. If Company fails to acknowledge in writing its obligation to defend against or settle such Claim within fifteen (15) days after receiving notice thereof from the City (or such shorter time specified in the notice as the circumstances of the matter may dictate), the City shall be free to dispose of the matter, at the expense of Company (but only if indemnification is adjudged to be proper), in any way in which the City deems to be in its best interest. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend, or hold the City harmless to the extent any claim, demand, or lien arises out of or in connection with a breach by the City of any obligation under this Agreement or any negligent or otherwise tortious act or failure to act of the City or any of its officers or employees or agents.

- 12.4 Insurance.** Company shall file a certificate of insurance with the City, and at all times thereafter maintain in full force and effect at its sole expense, an acceptable policy or policies which have one of the three highest or best ratings from the Alfred M. Best Company of liability insurance, including comprehensive general liability insurance. The policy or policies shall name as additional insured the City, and in their capacity as such, its officers, agents and employees. Policies of insurance shall be in the minimum single limit amount of two million dollars (\$2,000,000) per occurrence. The insurer or insurers shall be authorized to write the required insurance in the State of Utah. The policy or policies of insurance shall be maintained by the Company in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of the Company or for other reasons, except after thirty (30) calendar days advance written notice mailed by the insurer to the City, and that such notice shall be transmitted postage prepaid.
- 12.5 City's Right to Intervene.** In any suit in which the City is named as a party and seeks indemnification from the Company, and in which the City in its own reasonable discretion believes that a conflict of interest with Company exists, the City shall have the right to provide its own defense in connection with the same. In such event, in addition to being reimbursed for any such judgment that may be rendered against the City which is subject to indemnification hereunder, together with all court costs incurred therein, the Company shall reimburse the City for all reasonable attorney's fees, including those employed by the City in such case or cases, as well as all reasonable expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised, or fully adjudicated against the City.
- 12.6 Own Counsel.** Nothing herein shall be deemed to prevent the parties indemnified and held harmless herein from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve the Company from its duty of defense against liability or paying any judgment entered against such party.

- 12.7 No Creation of a Private Cause of Action.** The provisions set forth herein are not intended to create liability for the benefit of third parties but is solely for the benefit of the Company and the City.
- 12.8 Performance Bonds and Other Surety.** To ensure completion of the Company's performance of its obligations hereunder, Company shall furnish to the City a performance bond, that is substantially similar in form to the surety guarantee bond that is attached hereto as Exhibit 1, from an insurer or guarantor that is acceptable to the City.

ARTICLE XIII

REMEDIES

- 13.1 Duty to Perform.** The Company and the City agree to take all reasonable and necessary actions to assure that the terms of this Agreement are performed.
- 13.2 Remedies at Law.** In the event the Company or the City fail to fulfill any of their respective obligations under this Agreement the City or the Company, whichever the case may be, shall have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.
- 13.3 Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Company. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).
- 13.4 Force Majeure.** The Company shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, pandemics, endemics, or other events reasonably beyond its ability to control, but the Company shall not be relieved of any of its obligations to comply promptly with any provision of this Franchise contract by reason of any failure of the City to enforce prompt compliance. Nothing herein shall be construed as to imply that City waives any right, payment, or performance based on future legislation where said legislation impairs this contract in violation of the United States or Utah Constitutions.

ARTICLE XIV

NOTICES

City and Company Designees and Addresses. Unless otherwise specified herein, all notices between the City and the Company pursuant to or concerning this Agreement or the Franchise

shall be delivered to (or to such other offices as the City or Company may designate by written notice to the other Party):

City:

Farmington City
Attn: City Manager
160 S. Main
Farmington, UT 84025

Company:

Connex Networks, LLC dba Connex LLC
Attn: _____
2668 Grant Ave. Suite 104A
Ogden, UT 84401

With copies to (which shall not constitute notice):

With a copy to (except for invoices) (which copy will not constitute notice):

ARTICLE XV

CHANGING CONDITIONS

Meet to Confer. The Company and the City recognize that many aspects of the telecommunications business are currently the subject of discussion, examination, and inquiry by different segments of the industry and affected regulatory authorities, and that these activities may ultimately result in fundamental changes in the way the Company conducts its business. In recognition of the present state of uncertainty respecting these matters, the Company and the City each agree, on request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

ARTICLE XVI

AMENDMENT AND GENERAL PROVISIONS

- 16.1 Duty to Negotiate.** At any time during the term of this Agreement, the City, through the City Council, or the Company may propose amendments to this Agreement by giving thirty (30) calendar days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, shall negotiate, within a reasonable time, in good faith in an effort to agree upon mutually satisfactory amendment(s). The City shall not seek an amendment from the Company unless it is requiring a similar amendment from the other similarly-situated City franchisees.
- 16.2 Written Approval to Amend Agreement Required.** No amendment or amendments to this Agreement shall be effective until mutually agreed upon by the City and the

Company, and an ordinance or resolution approving such amendments is approved by the City Council.

- 16.3 Entire Agreement.** This Agreement and all attachments hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and can be amended, supplemented, modified, or changed only by the written agreement of the parties, including the formal approval of the City Council.
- 16.4 Governing Law.** This Agreement and any action related to this Agreement will be governed the laws of the State of Utah.
- 16.5 Joint Drafting.** The Parties acknowledge that this Agreement has been drafted jointly by the Parties and agree that this Agreement will not be construed against either Party as a result of any role such Party may have had in the drafting process.

ARTICLE XVII

SEVERABILITY

- 17.1 Conditions.** If any section, sentence, paragraph, term, or provision of this Agreement or the Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority including any state or federal, legislative, regulatory, or administrative authority having jurisdiction thereof or determined to be unconstitutional, illegal, or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision hereof or thereof, all of which shall remain in full force and effect for the term of this Agreement and the Ordinance or any renewal or renewals thereof, except for Article III hereof or any provision that has a material adverse effect on the economic or legal substance of this Agreement. The parties do not waive their right to assert that the obligations contained herein, including those obligations contained in Article III arise as a matter of contract and are not otherwise conditioned.
- 17.2 Conflicts.** In the event of a conflict between any provision of this Agreement and the Ordinance, the provisions of the Ordinance in effect at the time the Agreement is entered into shall control.
- 17.3 Fee Article Non-Severable.** Article III hereof is essential to the adoption of this Agreement, and should it be challenged by the Company or determined to be illegal, invalid, unconstitutional, or superseded, in whole or in part, the entire Agreement and the Franchise shall be voided and terminated, subject to the following provisions of this Article. In the event of a judicial, regulatory, or administrative determination that Article III is illegal, invalid, unconstitutional, or superseded, such termination shall be effective as of the date of a final appealable order, unless otherwise agreed upon by the City and the Company. In the event of any legislative action that renders Article III

unconstitutional, illegal, invalid, or superseded, such termination shall be effective as of the effective date of such legislative action.

17.4 Waiver of Non-Severability. Notwithstanding the foregoing, if the City stipulates in writing to judicial, administrative, or regulatory action that seeks a determination that Article III is invalid, illegal, superseded, or unconstitutional, then a determination that Article III is invalid, illegal, unconstitutional, or superseded shall have no effect on the validity or effectiveness of any other section, sentence, paragraph, term, or provision of this Agreement, which shall remain in full force and effect.

17.5 Lease Terms Upon Termination. In the event this Agreement is terminated pursuant to Section 17.3 hereof, to the extent allowed by law, the City grants to the Company a license for the location of facilities according to the same terms and conditions as set forth in this Agreement. Accordingly, the Company shall pay, as fair market rental value, the same amounts, at the same times, required for the payment of the Franchise Fee pursuant to Article III hereof and be bound by all other terms and conditions contained herein; provided, however, that in no event shall the Company be obligated to pay a higher percentage of Gross Revenues as rent or otherwise derived from the sale of telecommunications services within the City than is paid by other telecommunication companies serving within the City.

IN WITNESS WHEREOF, this Franchise Agreement is executed in duplicate originals as of the date first set forth above, to become effective on that date.

Farmington City

Connex Networks, LLC

By: _____
Brett Anderson, Mayor

By: _____

ATTEST:

ATTEST:

DeAnn Carlile, City Recorder

Secretary

APPROVED AS TO FORM:

APPROVED AS TO FINANCES:

City Attorney

Chief Financial Officer

APPROVED AS TO FORM:

General Counsel

STATE OF)
)ss.
COUNTY OF)

On the _____ day of _____, 2023, personally appeared before me _____, , who being by me duly sworn did each respectively say that he/she is the _____ of Connex Networks, LLC, and that the foregoing instrument was signed in behalf of said Company by authority of its Managers; and he/she each acknowledged to me that said Company executed the same.

Notary Public

Exhibit 1
Master Performance Bond Agreement



Master Performance Bond

Farmington City, Utah

Principal (legal name and business address)

Date of Franchise Agreement:

Surety (name and business address)

Penal Sum of Bond:

\$50,000.00

Obligation:

We, the Principal and Surety, are firmly bound to Farmington City, Utah (hereinafter referred to as the City) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. This bond is connected to the Principal's obligations under the Franchise Agreement with the City referenced above, and Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown in this Bond, should Principal breach its obligations under the Franchise Agreement and not cure them within the time provided in the Franchise Agreement.

Conditions:

- 1) The Principal has entered into a Franchise Agreement with the City, on the date provided above.
- 2) Proof of surety through this Master Performance Bond excuses the utility provider from providing individual bonding for each excavation permit, as ordinarily required by City Code.
- 3) The above obligation is void if:
 - a) The Principal performs and fulfills all obligations under the Franchise Agreement, including applicable warranty periods; or
 - b) The Franchise Agreement is terminated, and all warranty periods have expired.
- 4) The Surety hereby waives notice of any change in the Improvements, including changes or time, changes to the Work, and changes to the terms or conditions, of the Improvements.

Witness:

The Principal and Surety execute this master performance bond and affix their corporate seals.

Principal

Surety

Signature

Signature

Print Name/Title

Print Name/Title

PRINCIPAL ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 2023, personally appeared before me, _____, who being by me duly sworn, did say that he is signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

My Commission Expires: _____ Residing at: _____

SURETY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 2023, before me personally appeared _____, of the _____, a _____, known to me to be the person(s) who executed the foregoing instrument herein in behalf of said company and acknowledged to me that he/she executed the same for the purposes therein stated.

NOTARY PUBLIC

My Commission Expires: _____ Residing at: _____



CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Paul Roberts, City Attorney
Date: February 7, 2023
Subject: Repeal of sections regarding process for street vacation

RECOMMENDATION

Staff encourages the Council to remove processes that are in addition to those provided for in state code as it relates to petitions to vacate public streets.

Proposed Motion Language:

"I move that the Council adopt this ordinance amending Section 8-2-090 of the Farmington City Code, and adopt the proposed findings in the staff report."

Proposed Findings:

1. The adoption of state law governing petitions for vacations of rights of way and municipal utility easements provides sufficient notice to interested parties.
2. The processes in the city code related to street vacations are unnecessary in light of the state code governing the subject, and the removal of this section will prevent confusion over the proper procedure to follow.

BACKGROUND

City code includes a section last amended in 1991 governing the process of vacating, narrowing, or renaming streets. State code has a thorough section addressing petitions for vacating streets in section 10-9a-609.5, which was adopted in 2006. In that section, it calls out the contents of the petition, criteria for considering the petition, and refers to the notice provisions in section 10-9a-208.

City code has different requirements; for instance, the requirement to publish notice for four weeks in a newspaper (which practice has recently been done away with in nearly the entire state code). In order to reduce confusion for someone seeking a street vacation, it is recommended that the council remove those portions of the code from city ordinances. As there is no comparable section governing renaming streets, those portions of section 8-2-090 can remain.

Respectfully submitted,

Paul Roberts
City Attorney

Review and concur,

Brigham Mellor
City Manager

ORDINANCE NO: 2023-_____

**AN ORDINANCE AMENDING SECTION 8-2-090 OF THE FARMINGTON CITY
CODE REGARDING PROCESS FOR THE VACATION, NARROWING OR
RENAMING OF STREETS**

WHEREAS, the City Council has the power to name streets or other thoroughfares in public places, or to change them, pursuant to Utah Code Ann. § 10-8-32; and

WHEREAS, City code has a procedure regarding vacating public streets that is inconsistent with state law that has subsequently been enacted governing the same subject; and

WHEREAS, the City Council desires to reduce confusion by removing the inconsistent provisions from city code, while retaining provisions regarding street name changes,

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

Section 1: Amendment. Section 10-8-32 of the Farmington City Municipal Code is hereby amended as provided in Exhibit A.

Section 2: Severability. If any section, clause, or provision of this Ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 3: Effective Date This Resolution shall become effective immediately upon publication.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS 7TH DAY OF FEBRUARY 2023.**

ATTEST:

FARMINGTON CITY

DeAnn Carlile, City Recorder

Brett Anderson, Mayor

8-2-090: VACATION RENAMING OF STREET OR PUBLIC WAY:

- ~~—A. Petition For Vacation, Narrowing Or Change Of Name Of Street Or Alley; Hearing; Ordinance:~~ Upon payment of a fee to be set by the city council and upon petition by a person owning a lot in the city, ~~requesting that the name of a street or alley be changed, praying that a street or alley in the immediate vicinity of such lot may be vacated, narrowed or the name thereof changed,~~ the governing body of the ~~city~~city council may, upon hearing, and upon being satisfied that there is good cause for such change of name, ~~vacation or narrowing,~~ that it will not be detrimental to the general interest, and that it should be made, declare by ordinance ~~such the new name of the street or alley vacated, narrowed or the name thereof changed.~~ The ~~governing body~~city council may change the name of multiple streets or alleys ~~include~~ in one ordinance ~~the change of name, or the vacation, or the narrowing of more than one street or alley.~~ The city council may initiate the process for name change without a petition from a landowner, subject to the same requirements.
- ~~—B. Vacation, Narrowing Or Change Of Name Of Alley Without Petition; Ordinance:~~ When there are two (2) or more streets or alleys of the same name in the city, the governing body may, by ordinance and without petition thereof, change the name of any such street or alley, so as to leave only one to be designated by the original name. When, in the opinion of the governing body of the city, there is good cause for ~~vacating or narrowing a street or alley, or any part thereof, and that such vacation or narrowing will not be detrimental to the general interest, it may, by ordinance, and without petition thereof, vacate or narrow such street or alley, or any part thereof.~~
- ~~—C. Notice Required; Exception:~~ Notice of the intention of the governing body to vacate any street or alley, or part thereof, shall in all cases be given as provided in subsection D of this section, except when there is filed with the governing body written consent to such vacation by the owners of the property abutting the part of the street or alley proposed to be vacated, in which case such notice shall not be required.
- ~~—D. Notice; How Given:~~ No street or alley shall be so vacated, unless notice of the pendency of the petition and prayer thereof, and the date of the hearing thereon, if such petition is filed, or of the intention of the governing body of the city to vacate, and the date of the hearing on such question if no petition is filed, be given by publishing in a newspaper published or of general circulation in the city once a week for four (4) consecutive weeks preceding action on such petition or intention, or, where no newspaper is published in the city, by posting the notice in three (3) public places therein four (4) consecutive weeks preceding such action, and by mailing such notice to all owners of record of land abutting the street or alley proposed to be vacated addressed to the mailing addresses appearing on the rolls of the county assessor of Davis County. Action thereon shall take place within three (3) months after completion of the notice.
- ~~—E. Effect Of Vacation Or Narrowing Of Street Or Alley:~~ The action of the governing body ~~vacating or narrowing a street or alley which has been dedicated to public use by the proprietor, shall operate to the extent to which it is vacated or narrowed, upon the effective date of the vacating ordinance, as a revocation of the acceptance thereof, and the relinquishment of the city's fee title therein by the governing body, but the right of way and easements therein, if any, of any lot owner and the franchise rights of any public utility shall not be impaired thereby.~~

8-2-090: RENAMING OF STREET OR PUBLIC WAY:

Upon payment of a fee to be set by the city council and upon petition by a person owning a lot in the city, requesting that the name of a street or alley be changed, the city council may, upon hearing, and upon being satisfied that there is good cause for such change of name, that it will not be detrimental to the general interest, and that it should be made, declare by ordinance the new name of the street or alley. The city council may change the name of multiple streets or alleys in one ordinance. The city council may initiate the process for name change without a petition from a landowner, subject to the same requirements.



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Carly Rowe, Planning Secretary

Date: February 01, 2023

SUBJECT: Sego Townhomes

RECOMMENDATION

Approve the Farmington City Improvements Agreement between Sego Ventures #5 LC and Farmington City for the Sego Townhomes at Station Park Phase 1 Development.

BACKGROUND

Sego Ventures #5 LC has provided a letter of credit from Altabank for the total of \$1,054,630.50, with Farmington City listed as the beneficiary. The total \$1,054,630.50 will span over multiple phases of said project.

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

Respectfully Submitted,

Carly Rowe
Planning Secretary

Review and Concur,

Brigham Mellor
City Manager

November 30, 2022

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 7443

BENEFICIARY:

FARMINGTON CITY
160 S MAIN STREET
PO BOX 160
FARMINGTON, UTAH 84025-0160

EXPIRATION:

August 30, 2024

AMOUNT: USD \$1,054,630.50

Dear Sir/Madam:

At the request of SEGO VENTURES #5, LC, 1028 East 140 North, Lindon, UT 84042, Altabank, Division of Glacier Bank hereby establishes our Irrevocable Standby Letter of Credit in your favor up to an aggregate amount of ONE MILLION FIFTY-FOUR THOUSAND SIX HUNDRED THIRTY and 50/100 Dollars (USD \$1,054,630.50) to expire at our counters on August 30, 2024. This credit is available for payment against presentation of your draft(s) at sight drawn on Altabank, 2174 W Grove Parkway, Suite 225, Pleasant Grove, UT 84062 accompanied by this original Irrevocable Standby Letter of Credit and the following documents:

A statement signed by an authorized representative of the City of Farmington certifying that SEGO VENTURES #5, LC has not completed the public improvements as required on property known as STATION PARK, located at approximately Burke Lane & 1525 West, Farmington, UT 84025 in a timely and/or workmanlike manner.

All drawings must indicate this letter of credit number.

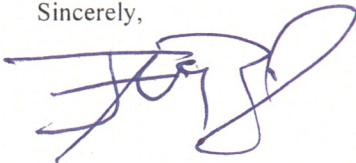
Partial drawings are permitted.

We hereby agree with drawers, endorsers and bona fide holders that all draft(s) drawn under and in compliance with the terms of this letter of credit will be honored upon presentation and delivery of documents to us as specified herein.

This letter of credit is governed by Utah Code Annotated 70A-5-101 ET Seq. 1953 as amended Uniform Customs and Practice Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 and jurisdiction for resolution of disputes arising under this letter of credit lies in the courts of State of Utah.

In order to better serve you and our client, we ask that you communicate with us regarding releases or other related letter of credit services by emailing: lettersofcredit@altabank.com. All correspondence should reference Letter of Credit No. 7443.

Sincerely,



Jon McBride
Senior Vice President



Altabank[™]

Division of Glacier Bank

PO Box 307 | American Fork, UT 84003
Altabank | 800-815-2265 | www.altabank.com



**FARMINGTON CITY
IMPROVEMENTS AGREEMENT**

(LETTER OF CREDIT FORM)

THIS AGREEMENT is made by and between SEGO VENTURES #5, LC (hereinafter "Developer"), whose address is 1028 E. 140 N., LINDEN, UT 84047 and Farmington City, a municipal corporation of the State of Utah (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said development to be known as SEGO HOMES AT STATION PARK, located at approximately 1400 WEST BURKE LANE in Farmington City, and

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

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

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

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

3. **Letter of Credit.** Developer hereby delivers to the City an irrevocable, standby letter of credit in the total amount of \$ 1,054,630.50, which is attached hereto as Exhibit "A" (the "Credit"). The City may draw upon the Credit to its order as provided in Paragraph 4. The Developer hereby stipulates that the funds of the Credit are not subject to any adverse claim, resulting trust, lien, or set-off. The time period specified in the Credit shall exceed the time period specified in Paragraph 1 above by at least twelve months.

4. **Drafts by City.** The City may draw upon the Credit only if, (1) the Improvements are not completed as required by this Agreement within the time period specified in Paragraph 1 above, or if (2) the Improvements are not installed strictly in accordance with Paragraph 1 above, or maintained during the warranty period provided in Paragraph 24 of this agreement and written notice of the deficiency has been given to the Developer, who has failed to remedy the deficiency within 10 days after the notice is sent. In either of these events, the City may draw under the Credit both (1) those amounts necessary to either complete the Improvements as required herein or alter or repair the Improvements to conform to the requirements hereof, and (2) an additional 15% of all other amounts withdrawn to compensate the City for any administrative, engineering, legal procurement, or other services incident to completion of the improvements. The City may draw upon the Credit by one or more sight drafts signed by the Mayor in the form attached as Exhibit "C", or by other instrument appropriate to the purpose. The parties hereby stipulate that the form of the appended sight draft is in all respects sufficient and without objection for the purpose of drawing upon the Credit.

5. **Release.** Upon final inspection and acceptance of all of the Improvements by the City, the City may authorize release of the Credit except 10% of the estimated cost of the Improvements which shall be retained in the Credit, or provided by other acceptable security, for the performance by the Developer of all warranty and other obligations of this Agreement and may be withdrawn by the City as provided in Paragraph 4 in the event of any default by the Developer. Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of Paragraph 24, the City shall in writing release the balance of the Credit or other security.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this ____ day of _____, 20__.

CITY:

FARMINGTON CITY CORPORATION

Brett Anderson, Mayor

ATTEST:

DeAnn Carlile, City Recorder

DEVELOPER:

SEGO VENTURES #5, LC

By: _____

Its: _____

DEVELOPERS ACKNOWLEDGEMENT

(Complete if **Developer** is an **Individual**)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____

(Complete if **Developer** is a **Corporation**)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____

(Complete if **Developer** is a **Partnership**)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

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

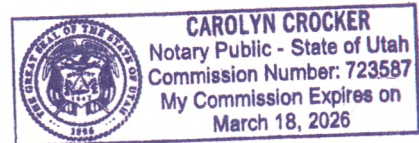
NOTARY PUBLIC
Residing in _____ County, _____

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake

On this 20 day of December, 2022, personally appeared before me Wayne Corbridge who being by me duly sworn did say that he or she is the Managing Member of Sege Ventures #5, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Carolyn Crocker
NOTARY PUBLIC
Residing in Salt Lake County, Utah



CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20__, personally appeared before me Brett Anderson and DeAnn Carlile who, being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of Farmington City Corporation, and said persons acknowledged to me that said corporation executed the foregoing instrument.

NOTARY PUBLIC
Residing in Davis County, Utah

(OR AS SUPPLIED BY BANK)

EXHIBIT "B"

SIGHT DRAFT

To Drawee

_____, Utah _____

Pay To The Order Of FARMINGTON CITY CORPORATION on sight the sum of

_____ Dollars (\$ _____) drawn against

Account No. _____.

FARMINGTON CITY CORPORATION

By: _____
Brett Anderson, Mayor

(OR AS SUPPLIED BY BANK)

EXHIBIT "B"

SIGHT DRAFT

To Drawee

_____, Utah _____

Pay To The Order Of FARMINGTON CITY CORPORATION on sight the sum of

_____ Dollars (\$ _____) drawn against

Account No. _____.

FARMINGTON CITY CORPORATION

By: _____
Brett Anderson, Mayor



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

BRIGHAM MELLOR
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Carly Rowe, Planning Secretary
Date: February 01, 2023
SUBJECT: **Challenger School Expansion**

RECOMMENDATION

Approve the Farmington City Improvements Agreement between BABB Investments LLC and Farmington City for the Challenger School Expansion project.

BACKGROUND

The bond estimate for Challenger School Expansion project is \$132,285.00 which includes a 10% warranty amount. BABB Investments, LLC has submitted a Cash Bond with the City, which matches the bond estimate total.

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

Respectfully Submitted,

Carly Rowe
Planning Secretary

Review and Concur,

Brigham Mellor
City Manager

FARMINGTON CITY IMPROVEMENTS

AGREEMENT (CASH FORM)

THIS AGREEMENT is made by and between BABB Investments, LLC (A Utah Limited Liability Company wholly owned by Challenger School Foundation), (hereinafter "Developer"), whose address is 9424 S 300 W Sandy UT 84070 and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as Challenger School Farmington, located at approximately 1089 Shepard Creek Parkway, in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$132,825.00

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

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within **24 months** from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$132,825.00 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

reasonable preliminary estimate of the cost of the Improvements, together with 10% of such cost to secure the warranty of this Agreement and an additional 10% of such cost for contingencies.

4. **Progress Payments.** The City agrees to allow payments from the deposit as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, determine if the work completed complies with City construction standards and requirements, and review the City's cost estimate. After receiving and approving the request, the City shall in writing authorize disbursement to the Developer from the Deposit in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information required by the City. Except as provided in this paragraph or in paragraphs 5 through 7 inclusive, the City shall not release or disburse any funds from the Deposit.
5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Deposit to complete construction of Improvements, the City may withdraw all or any part of the Deposit and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the Deposit. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.
6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release of all funds in the Deposit, except 10% of the estimated cost of the Improvements, which shall be retained in the Deposit until final release pursuant to the next paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in paragraph 5 above for any breach of such an obligation. The release provided for in this paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.
7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of paragraph 26, the City shall notify the Developer in writing of the final release of the Deposit. After giving such notice, the City shall relinquish all claims and rights in the Deposit.
8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Deposit as

herein provided, and any withdrawals from the Deposit by the City shall not constitute a waiver or estoppel against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in paragraph 1 above, and the right of the City to withdraw from the Deposit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Deposit and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Deposit shall be paid by the Developer, including administrative, engineering, legal and procurement fees and costs.

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.
10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.
11. **Ownership.** The Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City, and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.
12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Deposit until these drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.
14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient is sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as is this Agreement had been executed with the invalid portions eliminated.
17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instruments, and each such counterpart shall be deemed an original.
19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and

expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. Other Bonds. This Agreement and the Deposit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Deposit as provided herein.
24. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
25. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
26. Warranty. The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this paragraph. For purposes of this paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this ____ day of _____ 20__

CITY:

DEVELOPER:

FARMINGTON CITY CORPORATION

BABB Investments, LLC

By: _____
Brett Anderson, Mayor

By:  _____

Its: V.P., General Counsel _____

ATTEST:

DeAnn Carlile, City Recorder

DEVELOPERS ACKNOWLEDGEMENT

(Complete if **Developer** is an **Individual**)

STATE OF UTAH)
 :ss.
COUNTY OF _____,

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

NOTARY PUBLIC
Residing in _____ County, _____

(Complete if **Developer** is a **Corporation**)

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____

(Complete if **Developer** is a **Partnenhip**)

STATE OF UTAH)
 :SS.
COUNTY OF _____,

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

NOTARY PUBLIC
Residing in _____ County, _____

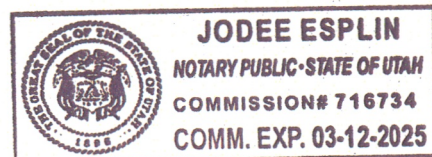
(Complete if **Developer** is a **Limited Liability Company**)

STATE OF UTAH)
 : SS.
COUNTY OF Salt Lake _____)

On this 20 day of JANUARY 2023 personally appeared
before me Matt Cooper who being by me duly sworn did say that he
or she is the General Counsel of BABB Investments, a limited liability
company, and that the foregoing instrument was duly authorized by the
Members/Managers of said limited liability company.

Jodee Esplin

NOTARY PUBLIC
Residing in SALT LAKE County, UTAH



CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

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

NOTARY PUBLIC
Residing in _____ County, _____.

Challenger School
Bond Estimate
November 18, 2022

Storm Drain

Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%
Connect to Existing	1	EA	\$ 4,500.00	\$ 4,500.00		0	0	0
SWPPP	1	LS	\$ 14,000.00	\$ 14,000.00		0	0	0
Subtotal				\$ 18,500.00				
10% Warranty Bond				\$ 1,850.00				
Total				\$ 20,350.00				

Sanitary Sewer

Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%
Connect to Existing	1	EA	\$ 6,000.00	\$ 6,000.00		0	0	0
Sewer Lateral	1	EA	\$ 7,000.00	\$ 7,000.00		0	0	0
Subtotal				\$ 13,000.00				
10% Warranty Bond				\$ 1,300.00				
Total				\$ 14,300.00				

Culinary Water

Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%
Connect to Existing	2	EA	\$ 6,000.00	\$ 12,000.00		0	0	0
8" PVC C-900 DR 14 Culinary Fine Line	50	LF	\$ 71.00	\$ 3,550.00		0	0	0
8" Gate Valve	1	EA	\$ 3,000.00	\$ 3,000.00		0	0	0
8" Fittings	1	EA	\$ 1,500.00	\$ 1,500.00		0	0	0
Water Lateral 1.5"	1	EA	\$ 5,000.00	\$ 5,000.00		0	0	0
Subtotal				\$ 25,050.00				
10% Warranty Bond				\$ 2,505.00				
Total				\$ 27,555.00				

Road Improvements

Item	Quantity	Unit	Unit Cost	Bond Amount	System	Bond Released	Current Draw	%
Clear and Grub	1	LS	\$ 8,000.00	\$ 8,000.00		0	0	0
Rough Grade	1	LS	\$ 5,000.00	\$ 5,000.00		0	0	0
Sawcut Asphalt	300	LF	\$ 5.20	\$ 1,560.00		0	0	0
Demo Intersection	1	LS	\$ 8,000.00	\$ 8,000.00				
Curb and Gutter w/ Base	40	LF	\$ 36.00	\$ 1,440.00		0	0	0
Sidewalk w/ Base	1,300	SF	\$ 12.00	\$ 15,600.00		0	0	0
ADA Ramp	2	EA	\$ 3,500.00	\$ 7,000.00		0	0	0
12" Road Base	3,200	SF	\$ 2.50	\$ 8,000.00		0	0	0
3" Asphalt Road	3,200	SF	\$ 3.00	\$ 9,600.00		0	0	0
Subtotal				\$ 64,200.00				
10% Warranty Bond				\$ 6,420.00				
Total				\$ 70,620.00				

Total Bond

\$ 132,825.00

Cash Deposits

Item	Quantity	Unit	Unit Cost	Bond Amount
Slurry Seal	3200	SF	\$ 0.32	\$ 1,024.00
Street Signs	0	EA	\$ 300.00	\$ -
Street Light Connection Fee	0	EA	\$ 150.00	\$ -



PLANNING AND ZONING RECEIPT INFORMATION

Name Challenger School / Babb Investments

Application No. _____

Project Address _____

Date _____

Amount	Application	Account #
\$ _____	Annexation.....	10-340-310
\$ _____	Board of Adjustment	10-340-380
\$ <u>132,825.</u> ∞	Cash Bond.....	10-225-200
\$ _____	Conditional Use/Temporary Use	10-340-370
\$ _____	Street Lighting Deposit	38-390-349
\$ _____	Development Inspection Fee.....	10-340-350
\$ _____	Fire	43-351-180
\$ _____	Park Development Fee	42-351-180
\$ _____	Planned Unit Development.....	10-340-330
\$ _____	Professional Service Fee.....	10-340-301
\$ _____	Rezone or General Plan Amendment Application.....	10-340-320
\$ _____	Street Signs.....	38-390-346
\$ _____	Site Development Review/Lot Line Adjustment/Project Master Plan/ Special Exception/Boundary Adjustment/Administrative - Determination/Conservation Easement Amendment/ Mixed Use Development Plan Review.....	10-340-340
\$ _____	Slurry Seal.....	38-390-345
\$ _____	SPARC Fee (Site Plan & Architectural Review Committee).....	10-340-303
\$ _____	SPARC Deposit (Site Plan & Architectural Review Committee)....	10-225-400
\$ _____	Storm Drainage Fee (EAST).....	54-351-180
\$ _____	Storm Drainage Fee (WEST).....	54-351-190
\$ _____	Street Name Change/Street Vacation or Dedication.....	10-340-330
\$ _____	Subdivision/Metes and Bounds or Minor.....	10-340-330
\$ _____	Subdivision Plat Review (Schematic).....	10-340-330
\$ _____	Subdivision/Preliminary Plat.....	10-340-330
\$ _____	Subdivision/Final Plat/Plat Amendment.....	10-340-330
\$ _____	Transportation Impact Fee.....	38-351-180
\$ _____	Water Development Fee.....	51-351-190
\$ _____	Police.....	37-351-180
\$ _____	Publications and/or Copies/GRAMA Requests.....	10-361-930
\$ _____	Other:.....	_____

\$ 132,825. ∞ TOTAL



VENDOR: FARCIT
REMIT TO: Farmington City

CHECK: 0000003279
COMMENT:

DATE: 1/24/2023

INVOICE	DATE	VOUCHER	COMMENT	AMOUNT	DISCOUNT	NET AMOUNT
01182023	01/18/23	0000002024	Warranty Bonds. Site Plan Application S	132,825.00	0.00	132,825.00
Babb Investment Co.				TOTALS:	132,825.00	0.00
						132,825.00

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

BABB INVESTMENT LLC

9424 South 300 West
Sandy, UT 84070-2628
(801) 569-2700

WELLS FARGO BANK, N.A.
SALT LAKE CITY, UTAH
11-24/1210

0000003279

PAY

One hundred thirty-two thousand eight hundred twenty-five and xx / 100 Dollars

DATE

1/24/2023

AMOUNT

\$*****132,825.00

TO THE
ORDER
OF

Farmington City
160 South Main Street
Farmington, UT 84025
USA

VOID AFTER 180 DAYS

SECURITY FEATURES INCLUDE MICROPRINTING • VOID PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

⑈0003279⑈ ⑆121000248⑆ 4496845157⑈

Receipt No: 8.008764

Jan 24, 2023

BABB INVESTMENT/CHALLENGER SCHOOL

Previous Balance: .00

PLANNING @ ZONING

CASH BOND/DEVELOPER 132,825.00

10-225200

DEVELOPER BONDS HELD & PAYABLE

Total: 132,825.00

CHECK

Check No: 3279 132,825.00

Payor:

BABB INVESTMENT/CHALLENGER SCHOOL

Total Applied: 132,825.00

Change Tendered: .00

01/24/2023 12:53 PM

FARMINGTON CITY CORP.

160 SOUTH MAIN

P.O. BOX 160

FARMINGTON UT 84025

801-451-2383

FARMINGTON CITY – CITY COUNCIL MINUTES

JANUARY 17, 2023

WORK SESSION

Present:

*Mayor Brett Anderson,
City Manager Brigham Mellor,
Mayor Pro Tempore/Councilmember Scott
Isaacson,
Councilmember Melissa Layton,
Councilmember Alex Leeman,
Councilmember Amy Shumway,
City Attorney Paul Roberts,
City Recorder DeAnn Carlile,*

*Recording Secretary Deanne Chaston,
Community Development Director Dave
Petersen,
Assistant Community Development
Director/City Planner Lyle Gibson,
Public Works Director Larry Famuliner,
Assistant City Manager/City Engineer Chad
Boshell, and
City Lobbyist Eric Isom.*

Mayor **Brett Anderson** called the work session to order at 6:00 p.m. Councilmember **Roger Child** was excused.

PARENTS EMPOWERED PRESENTATION

The Council considered a presentation by **Doug Murakami**, director of alcohol education with the Utah Department of Alcoholic Beverage Services, and chair of the Utah Underage Drinking Prevention workgroup. The program started 17 years ago, and it has had great support from the State Legislature as well as mayors throughout Utah. The campaign's objective is to eliminate underage drinking in Utah by educating parents about the harms of underage drinking and providing them with skills to keep kids alcohol-free.

Because parental disapproval is the No. 1 reason kids choose not to drink alcohol, **Murakami** targets primarily parents. Research has shown other campaigns that target kids are ineffective. It is a parent's place to tell kids not to drink alcohol, not anybody else's.

E-cigarettes and vaping are the No. 1 substances abused by youth in Utah. Marijuana and alcohol are among the top as well. According to the Student Health and Risk Prevention (SHARP) survey administered in grades 6, 8, 10 and 12, Davis County teens' use is lower than the state average.

The negative consequences of alcohol use are well documented. Alcohol is the substance that kills more youth than any other drug, and it is easily accessible. An estimated 4,300 kids under the age of 21 die every year as a result of underage drinking in the United States. The average age Utah kids begin drinking is 13.3 years old, so it is important to speak to youth between the ages of 9 and 13 years old. There are 4 million people in the U.S. with Alcohol Use Disorder (AUD). Of those 14 million, 95% began with drinking when they were underage.

There are immediate and long-term negative consequences of drinking alcohol underage including: chronic health problems, dependency on other drugs, antisocial behavior, depression, low self-esteem, academic problems, risk of addiction, changes in life prospects, and adolescent brain impairment. More immediate consequences include: alcohol poisoning, accidents, injuries,

impaired judgment, decreased perception and coordination, risky sexual behavior, crime, violence, vandalism, and a criminal record.

Youth are at a greater risk for underage drinking if they have a family history of AUD, have friends or siblings who use, have a favorable attitude toward alcohol use, or have parents with a positive attitude toward underage drinking.

Alcohol harms a young, still-developing brain. The brain goes through dynamic changes during the ages of 12-21, or adolescence. Alcohol can harm the long- and short-term growth processes, affecting areas of the brain that influence good judgement, reasoning, impulse control, etc.

Utah is doing better. Since 2005, binge drinking has decreased in the state. It used to be half the national figures, but now it is a third, so the gap is widening.

Underage drinking prevention is a collective responsibility, and takes total community mobilization as well as community, leader, business, and parent partnerships. Alcohol use should not be seen as a rite of passage. Skills strategies that can help include: family bonding, boundaries and rules, and monitoring of kids. Parents should talk to their kids and set rules.

Murakami encouraged City Councilmembers to have him make this presentation to parent groups throughout the State. There are many community partnership projects and annual mini grants. He would like to get the word out to the community, and even do customized campaigns if requested. The presentation is directed at parents, not the youth. Therefore, he doesn't do assembly presentations.

Councilmember **Melissa Layton** suggested that Farmington's new social media person could post a few things on the City website. She also mentioned the Youth City Council and Communities that Care. Another idea was partnering with Lagoon so that anyone who watched an alcohol prevention video could receive discount Lagoon tickets. Mayor Pro Tempore/Councilmember **Scott Isaacson** suggested back-to-school nights at the junior high school. **Mayor Anderson** mentioned a Festival Days booth.

PRESENTATION BY PAUL CUTLER, UTAH STATE LEGISLATURE HOUSE DISTRICT 18

Representative **Paul Cutler** addressed the Council, saying he had 12 years' experience serving in Centerville City government, and only one day's experience serving in the legislature. He values the opinion of community leaders, and he encouraged Councilmembers to share their opinions with him. He is serving on the House Economic Development and Workforce Services Committee, House Political Subdivisions Committee, and Infrastructure and General Government Appropriations Subcommittee.

He said while the community is going to hear a lot about hot topics during this legislative session including transgender bills and the state flag, he is not focused on culture wars. Instead, he is focused on stewardship over water and energy; land management, including housing affordability; and tax cuts.

Regarding water stewardship, there is going to be a lot of push to monitor residential water meters. He said Centerville is in worse shape than Farmington. The focus will be on agriculture optimization such as improving drip systems, which can save water and improve Return On Investment (ROI). These efforts will help save the Great Salt Lake.

Energy is also part of the legislature's stewardship. There is a push on the federal level to close down coal-based power. If coal-based power is shut down, the wind doesn't blow, and the sun doesn't shine, the result will be black outs. There are proposed bills to make sure there is a base-load energy source. **Cutler** said while he is committed to a future in renewable energy, he knows we have to be smart about it.

Land management is another stewardship. He said Farmington is held as an example of how to plan for the future, as it has the first Station Area Plan. He complimented City Staff on great planning, great projects, and pushing for significant changes in housing. A new tool proposed is limited infrastructure districts to help with infrastructure improvements like sewer, water lines, and streets. It would be a way to pass on some of the costs to the future buyer of the home or future landowner. It would be an easier short-term financing tool. He asked the Councilmembers and Staff to get educated about this and let him know if that would work for Farmington.

Cutler said there is going to be some changes with how local governments approve development. Doing away with preliminary and final approval for development projects is now in the early stages of State legislative approval. All decisions would be administrative and go through the City Planner. He was surprised that the Utah League of Cities and Towns (ULCT) voiced support of it, although the bill has not yet been released. He has concerns. A recent Centerville subdivision had preliminary approval go through before some found an old map with an easement that was not on the County's map. This delayed the final approval for months while it was debated who had legal right to the land.

He said while local government must do its part to help with moderate income housing, he doesn't want to give up local decisions about land use. He invited the City's opinions on that. Councilmember **Alex Leeman** said the process has been that there are additional details with each layer of approval, and often at initial stages, there is not enough details provided to make decisions. Also, sometimes an applicant doesn't want to listen to Staff, so going to the Council has been a useful dynamic that leads to a better product. **Isaacson** said it would be to the benefit of the developer to have a couple of steps in the development process. Otherwise, the applicant would have to spend all the money up front to get all the reports such as traffic studies and soils tests. All the questions would have to be answered up front. City Manager **Brigham Mellor** said there would be more scrutiny at the schematic stage. Councilmember **Amy Shumway** predicted there would be more applications tabled until more details were provided.

Cutler said there is a push in the legislature to approve affordable housing faster and cut down on local fees associated with development. **Mellor** mentioned assessing improvement districts and passing costs onto homeowners. Now, the City funds infrastructure through impact fees. He said they will change their tune when the sewer district can't build or increase their access and trunk lines. An alternative is to tell the developer they have to build the line, not share the costs when the sewer district doesn't have funding. It is a double-edged sword.

Isaacson said he wants disclosure of how much developers donate to campaigns and how many legislators are developers and realtors. His point is they have too much influence. **Cutler** said while there is significant influence, the cities have influence as well. **Mellor** said the ULCT doesn't have as much influence on the Legislature as they once did.

Cutler said government overreach is an issue, especially with Environmental, Social, and Governance (ESG) where investors apply non-financial factors as part of their analysis process to identify risk and growth opportunities. He said this would be where you may not lend money to someone who doesn't have a good ESG score. BlackRock is pushing it, and some banks feel it is politically appropriate. A number of Utah legislators want to run ESG bills, which would prohibit doing business with certain entities. This could lead to a reduction in bonds being offered, which would mean the cost for governments to borrow money increases. **Cutler** said Utah needs to send the message that they require financing options that are not at risk.

He said there will be tax cuts during this legislative session. He wants the City's opinions on what kind of tax cuts there should be. Some want to push back taxes on Social Security income. There is talk of increasing taxes on online sales.

He gets many emails about property taxes, but the legislature doesn't control that. These emails ask for exemptions for people such as disabled veterans. There are proposals of how to help people stay in their homes and not be forced out because of high taxes. When one person gets a break, it shifts the burden to other property tax payers.

There will be an income tax cut. The State needs to figure out how to fund transportation with sales and transportation taxes. The legislature raised the State gas tax by 4.5 cents on January 1, but many didn't notice because of a fall in gas prices at the same time. **Mayor Anderson** noted that electric cars don't have to pay a gas tax, and therefore don't contribute to funding transportation issues such as filling potholes. **Isaacson** said it is good to tax people who use certain things for maintenance of those things, and a gas tax is a good example of that. It makes it so people who pay for gas fund fixing the roads. **Cutler** said with that in mind, there is talk of charging electrical cars taxes per mile. There is also a push to invest more in transportation with surplus taxes, paying future obligations to save money on debt service.

There may be a push that income taxes are used for things other than education and children's health, but educators won't like that. A voucher bill would tie a \$6,000 teacher salary raise to a school-of-choice option. There is lots of discussion about that, but it may not be an issue for local government. **Leeman** said the largest chunk of property taxes is for education, which gets many special silos of money. **Isaacson** said he listened to a presentation by Utah Governor Spencer Cox about social media and its effect on teen mental health. He said it is a good focus.

Cutler asked about the Utah Department of Transportation (UDOT) Interstate 15 (I-15) widening options, and which one Farmington preferred. **Mayor Anderson** said UDOT has punched Farmington in the face lately. **Leeman** said there is no pro-Farmington option. The only ask is that Farmington wants access to the West Davis Corridor (WDC) on 1525 West. **Isaacson** said while the WDC goes through Farmington, there is no way on or off of it in Farmington.

Leeman asked that state legislators push the message that they are looking at the long-term perspective regarding the changes in land planning. Many times residents don't consider that perspective, and blame cities for the new legislation instead of legislators.

VIEWMONT HIGH SCHOOL STUDENT ABBY HARDING SPOTLIGHT

Abby Harding was nominated by her Viewmont High School English teacher, **Tery Binkerd**, who noticed how hard she worked in Spanish 1, English 11, Latin CE 1010, and English 12.

Abby copes with learning disabilities in a traditional school setting, retaining deliberate cheerfulness and a strong work ethic. She likes to sing and be involved in theatre.

Mayor Anderson said **Abby** is the third student to be spotlighted with this outstanding student award. She will be featured in the newsletter and a certificate will hang in City Hall.

HOPE BOX THEATRE SONG

The City Council was favored with the song, “Magic Foot,” from The 25TH Annual Putnam County Spelling Bee opening in February at the Hopebox Theatre.

COMMUNICATION DISCUSSION

Jody Peeters and **Sylvia Clark** addressed the Council. After speaking with all departments, they determined that the City’s strength is the newsletter, and the weakness is the website. Social media has been consistent with good response time. **Layton** said she loves the recent engaging Facebook posts. **Shumway** agreed that the newsletter is the strength. **Mayor Anderson** said that he has heard the newsletter is not timely, as sometimes it is put out after some events have already happened. **Leeman** said City employees are very responsive.

Isaacson has heard that callers get lost in the phone tree. He said the biggest complaints are the people don’t know what the City is doing or how to find the agendas. They feel they don’t get enough notice, which is frustrating because everything is on the website. **Mayor Anderson** agreed, saying sometimes residents see a sign, but they can’t stop to read all the details and don’t know where to find the information on the website. **Isaacson** said the newsletter is nice, but it may not be the best way to notify people of upcoming events. There needs to be a better way to notify people of things. **Shumway** said it is difficult to find the parks and recreation link to register for things like pickle ball courts. **Clark** said the website is in the process of being updated right now.

Mellor said in an effort not to recreate the wheel, Staff monitors other cities to create a communications plan in conjunction with a consultant. There will be more concrete rules and elements for Staff and the City to follow. It has recently been established that all communication goes through **Peeters** and **Clark**, who will make sure information is not released haphazardly. There are now timelines to follow. The City Council can insert things in the timeline, or email to put things in the queue.

Peeters said a committee made up of one person from each City department will meet monthly. **Shumway** said after browsing through the queue, she didn’t see mention of the glass recycling container. **Isaacson** asked that the general communication plan include updates on future developments so things will not be a surprise once they are being built. Neighbors will know what to expect in advance.

Leeman said a recent Facebook thread mentioned high density housing, not having a fire station on the west side, doubled police response times, and how Farmington is not planning for anything. These things are not true and he hopes the communication plan can include two-minute posts addressing these issues.

Isaacson said it should be communicated that there is a long-term plan to address traffic around Station Park. It can be bad, and he has often had to sit for two light cycles just to get to the other side of the freeway. It is just badly designed. **Leeman** said it is a chicken-and-egg scenario.

You can't build a new fire station and roads to guard and access empty fields. You can't build five-lane roads to nowhere. They have to come together. Just because residents don't see it right now doesn't mean it's not being planned for. **Isaacson** said things have to be designed and budgeted for, and it often takes longer than what people would like, but that is the reality.

Mellor said Farmington needs to present a consistent message, as the City has a unique constituency and geography. When people are shown the bigger picture, they understand better. For example, people who were anti-multifamily housing changed their minds after seeing the big picture. Because the City Council can't address the whole constituency during Council meetings, a communication plan is necessary.

Mayor Anderson said having interactive maps such as those on the Waze app would be helpful. It would be an easy-to-see format that would show residents in real time what new development is coming, and what land has something on an upcoming agenda. It would be awesome to be able to click on a plot and see what has been approved. Assistant City Manager/City Engineer **Chad Boshell** said that is the vision for a GIS person, but it is hard to keep one employed since they get paid better in the private sector. They would need a high level of experience to build the initial platform, but then interns could maintain it afterward. It would be easy to see what is actively being developed, what applications had been approved, or what is under construction.

Clark said that the parks and recreation website was the most popular, followed by the police website, so the website is being developed with that in mind. She said the goal is to eliminate clicks and have more scrolling. The design will be created by the communication team, but the departments will keep the information updated. **Peeters** said she plans to work on consistency, which the rebranding helps support. Previous to the rebranding, there were nine different Farmington City logos. The communication team is also researching a text tool where citizens can text and Staff can text back. Communication policies are also coming, with guidelines on how to post. Employees need to be reminded that when they post something, they are representing Farmington City.

ZONING AND PERMITTED LAND USE DISCUSSION

Assistant Community Development Director/City Planner **Lyle Gibson** said this will help the City to easily know what uses are allowed in what zone. Some things are listed six different ways for the same thing. **Shumway** said it would be good to have this as a PDF for a quick look-up.

Leeman said he moved to Farmington in 2005, which was a flood year. He said most of the homes on Spring Meadow Lane have sump pumps, and at times those pumps are constantly pouring water into the gutter for weeks at a time. This means water is coming into those basements and the ground water has come up.

Mayor Anderson said six to eight years ago, creek beds throughout the City were cleaned. **Mellor** said the County has been out inspecting canals and water ways. He and **Boshell** set up a meeting to talk to the County about this. **Isaacson** said there is still a lot of overgrowth that needs removed. About every three years, he pumps water out of his yard into the creek running behind his back yard. **Boshell** said he has been talking with people who have never experienced water in their homes, and it has been taking up a lot of Staff time. Crawl spaces are full of water. There are problems with the Avenues Apartments and houses backing onto the wetlands.

EFFICIENCIES IN LAND USE PROCESS AND APPEAL AUTHORITY

City Attorney **Paul Roberts** said it may be time for Farmington to shift to be more like bigger cities such as Salt Lake and West Valley. There are opportunities to increase the efficiency and fairness of land use application procedures. Specifically, this could include scaling back public hearings toward those that are required by State law, and the removal of review or appeal from administrative land use decisions from the City Council's purview. Additionally, Staff proposes discussing the consolidation of administrative appeals into the Administrative Hearing Officer's jurisdiction. In smaller cities, there is no one else but the Council to do it. This is not the case in Farmington.

Roberts addressed four items: public hearings on administrative land use decisions; public hearings before the Council; administrative land use decision authority and appeals; and appeals from administrative decisions including land use. Although public hearings for a lot of administrative items, site plans, and conditional use permits are not required at the Council level according to State law, it may be good to hold them at the Council level. There are pros and cons to it, and it is helpful to get citizen input. However, sometimes hearing get input from citizens who are misinformed, misled, and feel they can defeat something if they are aggressive. The question before the Council today is if this should be stopped. It can be altered to accept written comments instead. Legitimate feedback includes good facts that the Planning Commission can consider, not things such as traffic, property values, communities losing character, and the potential for children to get hurt.

Mayor Anderson asked if a hybrid would be possible, where the Council could consider whether or not they want to hear an item, or an applicant can apply for a hearing on the Council level. **Roberts** said that would be possible, and the Council could hold a hearing if there is a lot of public clamor about an item. However, there needs to be an objective way to draw the line. He said it is too late at final plat to hold a public hearing.

Mellor said most applicants know the difference between an administrative and legislative act. He suggested making the criteria for holding a public hearing an administrative act, with the applicant approving of the City holding the hearing. **Gibson** said developers have the fear that public comment can influence the City Council, and many hate going before a public body.

Isaacson said the Council holds a lot of public hearings that are noticed, but nobody shows up to comment. However, it is not a waste that people had the chance and didn't take it. He feels the Council is not swayed by public clamor, but it is a basic human need to have someone listen to them. He doesn't see the harm of having public hearings even if they are not required. He feels that many times Councilmembers have influence that is not legal on things like design. Giving feedback has been effective, as has the give and take during public hearings at the Council level. The Council can have some influence for good. He points to an example when he was serving on the Centerville City Council. He said the Lone Star Steak House and Saloon would have better business in Utah if they took the "Saloon" part off the name. This was not a legal reason, but it was invaluable feedback for the new business. Eventually, the restaurant took the advice and did the same in other Utah communities. Sometimes holding more hearings is worth the effort because it can communicate values to the developer. He has mixed feelings about eliminating many public hearings because he sees ancillary benefits for holding many public hearings.

Roberts said it takes Staff time to identify who to send notices to and posting signage. Sometimes it can be a negative thing that when the community bands together to beat something, it still results in the Planning Commission approving it. It is frustrating for those community members. It is not the norm that public hearings are held at both the Planning Commission and City Council levels. It may stretch the process out for the applicant. The Staff spends more time noticing the hearings.

Leeman said some public hearings go wrong when the body loses site of what they are there for. For a conditional use permit, the body is trying to understand if they need to mitigate any impacts. They can't deny the permit because the neighbors don't like it. He agrees with **Isaacson** that the City doesn't hold too many public hearings. It just makes it so the Commissioner or Councilmember needs to know what their role is and provide a framework for decisions.

Roberts said Staff is proposing that the Council remove themselves from administrative item appeals. Generally, the Council is the appeal body for the Planning Commission. He is proposing having a hearing officer be the bad guy instead of the Council. The officer can consider legal items not connected to the City or electorate. However, the Council has the power to hear appeals if they would like to. The Council has its hand always on the policy lever. If the Council feels the policy is bad, they can always amend it.

Under Farmington code, if an employee is disciplined, demoted, suspended for more than two days, or fired, the employee can appeal to a board made up of three elected employees. If there is a move to terminate someone, a board has to be convened. This can lead to politicking.

Roberts would rather have a hearing officer who considers legal standards to prove it occurred, then prove the discipline was appropriate.

Mellor said there are not many things that have been heard by a board of adjustments or disciplinary hearing board over the years. They are only convened when needed, which adds another political element. About 75% to 80 % of City employees are merit employees. When there is police or fire fighter disciplinary actions, unions and attorneys get involved.

Roberts said the Council can take time considering this, as Staff self-initiated it. **Isaacson** said he needs time to think about it, but he is willing to look at cutting back on some hearings. It may be a good thing to discuss during a retreat. **Mayor Anderson** would like to tackle this item during a retreat as well.

ONGOING AMENDMENTS TO CITY PERSONNEL MANUAL

Roberts said Staff is starting the process with Lexipol to get a policy site up and running for their personnel manual. Farmington uploads their data, which Lexipol compares to their Utah database before giving recommendations for amendments according to new best practices. There may be a lot of new content updates, and **Roberts** wants to know how the Council wants to handle this. In the past, it has just been a Word document that was updated occasionally. This new update may be five per week and take a total of four months. **Mellor** said changes could be made faster if they didn't have to wait to be placed on an agenda.

Leeman and **Isaacson** said it is fine for Staff to proceed with changes that don't significantly affect the budget. **Isaacson** said a lot of the updates would be procedures and not really policy.

He doesn't have a desire to have input on procedures, but he would for a policy. **Mayor Anderson** said the Council could dial back delegation at any time.

Mellor said Staff will err on the side of taking things to the Council. He wants to make changes that keep Farmington in line with federal law. If the media picks up something they feel shows that the City has overreached or abused their administrative authority, that would be brought to the Council. For example, Staff had the authority to require mental health counseling for its fire and police for a \$10,000 expense, but they wanted the Council's participation in that decision.

Roberts said Staff will bring the newly updated manual to the Council when it is completely updated in a few months.

PRESENTATION BY PLANNING AND ECONOMIC DEVELOPMENT

Community Development Director **Dave Petersen** reviewed the employees of the Planning and Economic Development Department. They include **Petersen**; **Gibson**; **Shannon Hansell**, City Planner/GIS Specialist; **Daxton Bishop**, a new building inspector; **Ralph Gibbons**, code enforcement official; **Heidi Gordon**, building administrative assistant; and **Carly Rowe**, planning/zoning recording and code enforcement secretary, business license official.

Petersen said in the past year, the department has handled the North Farmington area master plan and the area master plan around the commuter rail stop with a circulating system. In the past three years, site plans have increased and Project Master Plans have decreased. **Gibbons** works 1.5 hours each morning on code enforcement, and the statistics bear out that Farmington is not a code enforcement town.

Due to a new state law, business licensing for home occupations has decreased. Fruit Heights used to have 750 licensed home occupations. **Gibson** said cities used to require all home businesses to be licensed. However, the State said if that business is not making an impact on the neighborhood, it is no longer required. Now, home occupation licensing is only voluntary. **Mellor** said some associations require professionals to get licensed with the City.

Mayor Anderson asked if now that Lagoon has a beer garden with a liquor license, that bags and coolers must be checked at the entrance for outside alcohol. If it is a violation to bring outside alcohol in, this could be an opportunity to require checks for weapons as well. **Shumway** said many people walk around with open beer at Lagoon. **Petersen** said that since Lagoon is going through a transition of ownership, this may be a good time to address the issue.

Petersen said the Planning Commission is doing great with **Erin Christensen** as its new chair. The new Commissioners are great and the body has been very effective. He provided the Councilmembers with a map of what projects have been approved, as well as land where Staff has received site plan applications. The Councilmembers liked the map, and **Mayor Anderson** asked if it could be put on the website for public viewing, which **Petersen** declined. **Petersen** pointed out the shared parking for Weber State University (WSU). **Leeman** asked if the park and fire station could be added.

Petersen said the growth in Farmington has been pretty steady, although the number of dwelling units in Layton in Syracuse is larger. The growth will end someday as Farmington becomes built out. Farmington has 26,000 households and will stop around 36,000. Household sizes have continued to drop.

The department is updating the Traffic Analysis Zones (TAZs) so they make more sense and align to roads. A traffic engineer uses these to demonstrate the land use for each zone. They produce trip generations, production, and attraction.

Mellor presented an update on the Economic Development Department. Tomorrow Staff will interview three consultants for a park and detention basin design. One will be selected to do the design work.

Mayor Anderson, Mellor and WSU representatives met with members of the State Legislature. It is interesting that only half of the WSU Farmington space will be traditional education space, as the other half will be business incubator space. The Utah Governor's Office of Economic Opportunity is focusing on business growth in the State for robust entrepreneurial progress, which has driven growth in the state for the last 12 years. New business is not coming in; rather, new businesses are being created within Utah.

Mellor said Redevelopment Agency (RDA) money from Station Park has not been spent in the last three years. This will help the City fund new firefighters and new development elements. WSU expects to collect \$5 million from the RDA over the next 20 years. He said that is possible because nothing has been done with Community Reinvestment Area (CRA) 3. Boyer's expectation is to get some for their office buildings. **Mellor** said he hopes something will happen in the STACK development that will increase demand, and roads are already being put in. The City will help fund the parking structure, but not help pay rent for building.

There is an effort to get a Housing and Transit Reinvestment Zone (HTRZ) established in Farmington a quarter of a mile radius from a transit stop. An HTRZ makes it so the City can collect beyond 80% to 85% of tax increment for 30 years, and the School District's approval is not needed. Usually Davis County is the gatekeeper for the Davis School District, and they never go beyond 20 years. An HTRZ would create all other tax increment that the School District and the County weren't willing to sign off on. His department may be pursuing an HTRZ without adjusting CRAs, depending on the legislative session.

Mellor said he had a meeting with Lifetime and the Farmington High School swim team coach this week to pen a deal to house the swim team in the new facility. **Rich Haws** is coming in soon with a big warehousing development concept. **Leeman** asked that the future roads be put on the map. He said he can tell which projects are financed because they are taking time to not borrow at a high percent. **Mellor** said 1,500 units are coming, and it will take 18 to 24 months for this residential to come out of the ground.

Gibson reminded Councilmembers about a site tour work session at The Bri at Station Park in two to three weeks. At that time, the inspectors can see the finish on a few units. They may be able to get on the roof if the work session is held during the day.

Petersen said the single biggest land use by square footage in Farmington is nonresidential including institutional uses, churches, schools, county buildings, city buildings, and the jail. These pay road utility fees, but not property taxes. Retail may get close but will not pass.

DISCUSSION ON EXISTING AND NEW FIBER COMPANIES TO DETERMINE IF MICRO TRENCHING SHOULD BE ALLOWED

Boshell said that All West is working at an incredible speed to lay new fiber, and they have a lot of man power. However, he and Public Works Director **Larry Famuliner** are not convinced that micro trenching is the best option, even though many cities are doing it. If the road is not repaired in the right way, water gets in. **Boshell** has put a lot of work into repair maintenance in the City over the last few years, and he is finally feeling comfortable with the status. Micro trenching takes good roads and cuts trenches about 1.5 inches wide and 8 to 12 inches deep on the sides of the road. After laying the conduit in the trench, water and sand is used to flow into the crack to fill the voids, after which it is sealed.

Boshell has never seen micro trenching done before. Not even All West and its subcontractor SCI agree on the method to use. Their intent was always to put it in the road, which provides a huge savings to them if they don't have to do borings. With micro trenching, asphalt will start failing. The mastic seals are hit by plows and ripped right off. These trenches are truly fixed once the road is resurfaced, which is every 20 to 30 years or longer. Chip seals are done every six to seven years. **Boshell** said micro trenching would open roads up to failing faster. Micro trenches can be found in Salt Lake City, Millcreek, Taylorsville, Sandy and West Taylorsville.

Leeman encouraged **Boshell** to read about Louisville, Kentucky's experience with Google fiber. They pulled out because all the micro trenches leaked after getting frozen water in them. **Mellor** said **Shane Pace**, Farmington's former City Manager, didn't recommend dealing with Google fiber, but he is not sure if it was because of the micro trenching or not.

Boshell said Connex is another fiber company that wants to come into Farmington. They bore behind the sidewalk and have been in Kaysville. When Connex comes in, they can get the same deal Farmington gave All West. There is a market issue that poses a question of how many providers can come into Farmington, as it may change the company's financing. **Leeman** said the cost of the install method is similar, but the speeds differ so the labor and machinery costs are different. They can do 1,500 feet a day in micro trenching, but boring takes 500 feet a day, and probably significantly less on a mountainside. The upkeep costs to tar the cracks would need to be considered.

Boshell would like to suspend All West's micro trenching for a week or two so he can collect information at an engineer conference in St. George next week. He said the City Council should decide what they want because he feels All West will be approaching them very soon.

Famuliner said All West is worried about the project. It will be a couple of months before the mastic can be applied because of the weather, so there are two months that Staff can figure out the best top layer treatment. **Famuliner** asked if the Council was O.K. with a little road degradation for the fiber the City is getting from it. The problems are with the second and third companies that are being subcontracted in and cutting the City's roads up into little pieces that might deteriorate in the future.

Leeman said Farmington doesn't have to be the guinea pig because other cities have done this before. He would like some kind of an agreement with a warranty or maintenance application. He said if Staff feels comfortable after seeing examples, then he supports their recommendations as the experts. **Roberts** said he would look into a franchise agreement for maintenance, and a

first-come, first-served approach is defensible. The City can tell the company where to put the conduit and regulate the depth. It is not good to let one company in but not another. **Isaacson** said he wants cross trenches going across streets to be minimized. The problem was that the City assumed All West would bore. **Mellor** said All West wanted to get in fast and beat out the competition.

Motion:

Leeman moved to open City business.

Shumway seconded the motion. All Council members voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Scott Isaacson
Councilmember Melissa Layton
Councilmember Alex Leeman
Councilmember Amy Shumway

X Aye ____ Nay
X Aye ____ Nay
X Aye ____ Nay
X Aye ____ Nay

REGULAR SESSION

Present:

*Mayor Brett Anderson,
City Manager Brigham Mellor,
Mayor Pro Tempore/Councilmember Scott
Isaacson,
Councilmember Melissa Layton,
Councilmember Alex Leeman,
Councilmember Amy Shumway,
City Attorney Paul Roberts,*

*City Recorder DeAnn Carlile,
Recording Secretary Deanne Chaston,
Community Development Director Dave
Petersen,
Assistant Community Development
Director/City Planner Lyle Gibson, and
Assistant City Manager/City Engineer Chad
Boshell,.*

CALL TO ORDER:

Mayor **Brett Anderson** called the meeting to order at 9:26 p.m. Councilmember **Roger Child** was excused.

PUBLIC HEARINGS:

Additional text and amendment to Farmington City Code Section 11-7-070 to require space for recycling receptacles (16)

Assistant Community Development Director/City Planner **Lyle Gibson** presented this agenda item. After a recent field trip to the landfill, the City Council expressed interest in improving the amount of recycling that takes place in the City. A part of this is to ensure that new development has a location where they can put receptacles to manage recycling. The proposed ordinance requires that new development for commercial and multi-family projects includes not only space for dumpsters to handle waste, but also for recycling bins or dumpsters. The amendment states: "Locations of refuse containers shall be sufficiently sized for both regular waste containers and recycling containers." The location should not be front and center, and will be scrutinized on a case-by-case basis by the Planning Commission, which may need to get more specific in the future. This is not being required for restaurants at this point. Enforcement on use of recycling

may be considered in the future. The Planning Commission voted unanimously to recommend the motion.

Mayor Anderson said this is the right thing to do now that the landfill is refocusing on recycling. At this point, recycling will be encouraged proactively instead of forced. Councilmember **Amy Shumway** said restaurant employees in Germany are tasked with sorting garbage from recycling.

Mayor Anderson opened and closed the Public Hearing at 9:30 p.m. Nobody signed up in person or electronically to address the Council on the issue.

Motion:

Councilmember **Melissa Layton** moved that the City Council approve the proposed zone text amendment updating 11-7-070 to require space for recycling receptacles.

Finding for Approval 1:

1. The proposed language will include space for recycling facilities as a standard of construction which will promote more recycling of waste to better promote long-term welfare of the residents of Farmington.

Mayor Pro Tempore/Councilmember **Scott Isaacson** seconded the motion. All Council members voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Scott Isaacson	X Aye	_____	Nay
Councilmember Melissa Layton	X Aye	_____	Nay
Councilmember Alex Leeman	X Aye	_____	Nay
Councilmember Amy Shumway	X Aye	_____	Nay

An ordinance making minor adjustments to the Moderate-Income Housing component of the General Plan of Farmington City

Gibson presented this agenda item. Last fall, the City Council adopted an updated version of the City's Moderate Income Housing Plan as part of its annual reporting requirements to the State of Utah. The Department of Workforce Services, which is tasked with reviewing these plans, found that there were deficiencies in what was adopted to be fully compliant with the requirements of the applicable statute. The adopted plan included enough of the correct elements, but the Department asked that the City not use abbreviations when stating its strategies and that the text match the language used in the statute verbatim. In addition, the Department asked that additional detail be given regarding how each strategy would be implemented with an included timeframe.

The proposed update has been reviewed by the Department of Workforce services and found to be acceptable if it is approved by the City Council. The Planning Commission has reviewed the proposed language and recommended it for approval. The Commission also expressed their interest in reinstating an ad-hoc Affordable Housing Committee, which could provide recommendations for future updates to the Moderate Income Housing Plan, help with the annual review elements, and provide input on how development proposals propose to meet moderate income housing requirements such as types of housing and fee-in-lieu ideas. Councilmember **Amy Shumway** said she and a representative of the Davis Housing Authority were on the

previous committee. Community Development Director **Dave Petersen** said it was missing developers. **Isaacson** said he is happy with the ordinance.

Isaacson noted that not all abbreviations had been spelled out. He doesn't understand why the legislature is always asking for more moderate income housing, but the statute doesn't allow the City to require it. **Gibson** said the legislative authority with rezones allowed the City Council to require seven units from Hess Farms.

Shumway asked how the City can encourage preservation of existing moderate-income housing in older neighborhoods. City Manager **Brigham Mellor** answered that incentivizing reinvestment is being considered. However, it is a challenge because if housing is upgraded and enhanced, then the prices of units typically go up.

Mayor Anderson opened and closed the Public Hearing at 9:41 p.m. as nobody signed up in person or electronically to address the Council on the issue.

Motion:

Shumway moved that the City Council approve of the proposed ordinance making minor corrections to the City's Moderate-Income housing component of the General Plan.

Findings for Approval 1-3:

1. The proposed language will match the language used in Utah Code 10-0a-403 verbatim.
2. The proposed ordinance does not change the strategies chosen by the City through more involved process.
3. With the additional clarification of what the City is doing to meet each strategy, the requirements of the State will be satisfied and additional clarity is available to City Staff and decision makers.

Councilmember **Alex Leeman** seconded the motion. All Council members voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Scott Isaacson
Councilmember Melissa Layton
Councilmember Alex Leeman
Councilmember Amy Shumway

X Aye ____ Nay
X Aye ____ Nay
X Aye ____ Nay
X Aye ____ Nay

SUMMARY ACTION:

Minute Motion Approving Summary Action List

The Council considered the Summary Action List including:

- Approval of Minutes for December 6, 2022
 - **Isaacson** noted a change in the December 6, 2022, minutes on Page 64 of packet. Instead of "**Leeman** seconded the motion. All Council members voted in favor, as there was no opposing vote." Change to: "**Leeman** seconded the motion. **Isaacson** voted "nay," and the motion carried 4-1."
- Approval of Minutes for January 3, 2023

- North Station Lane Work Reimbursement Agreement with UDOT and the Change Order with RJT in the amount of \$2,364,076
 - **Mellor** said UDOT would pay Farmington, who can use their own contractor. It will save the State a lot of money, but is more of a headache for Farmington since UDOT doesn't pay for 30 days.
- Main Street Widening Design Contract with UDOT and CRS in the amount of \$528,031.03 and authorize **Boshell** to sign the agreement electronically
- 1100 West Widening Change Order with RJT's Business Park Contract in the amount of \$115,481.12
- Reconnection of Clark Lane to Park Lane change order with RJT's Business Park contract in the amount of \$323,685.26

Motion:

Layton moved to approve the Summary Action List Items 1-6 as noted in the Staff Report.

Isaacson seconded the motion. All Council members voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Scott Isaacson	X Aye	_____	Nay
Councilmember Melissa Layton	X Aye	_____	Nay
Councilmember Alex Leeman	X Aye	_____	Nay
Councilmember Amy Shumway	X Aye	_____	Nay

CLOSED SESSION

Present:

*Mayor Brett Anderson,
City Manager Brigham Mellor,
Mayor Pro Tempore/Councilmember Scott Isaacson,
Councilmember Melissa Layton,
Councilmember Alex Leeman,
Councilmember Amy Shumway,*

*City Attorney Paul Roberts,
City Recorder DeAnn Carlile,
Recording Secretary Deanne Chaston,
Community Development Director Dave Petersen, and
Manager/City Engineer Chad Boshell.*

Motion:

At 9:45 p.m., Councilmember **Alex Leeman** made the motion to go into a closed meeting for the purpose of acquisition or sale of real property;

Councilmember **Amy Shumway** seconded the motion. All Council members voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Scott Isaacson	X Aye	_____	Nay
Councilmember Melissa Layton	X Aye	_____	Nay
Councilmember Alex Leeman	X Aye	_____	Nay
Councilmember Amy Shumway	X Aye	_____	Nay

Sworn Statement

I, **Brett Anderson**, 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.

Brett Anderson, Mayor

Motion:

At 10:05 p.m., **Leeman** made a motion to reconvene to an open meeting. **Shumway** seconded the motion. All Council members voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Scott Isaacson	X Aye	_____	Nay
Councilmember Melissa Layton	X Aye	_____	Nay
Councilmember Alex Leeman	X Aye	_____	Nay
Councilmember Amy Shumway	X Aye	_____	Nay

ADJOURNMENT

Motion:

Leeman made a motion to adjourn the meeting at 10:06 p.m. Councilmember **Melissa Layton** seconded the motion. All Council members voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Scott Isaacson	X Aye	_____	Nay
Councilmember Melissa Layton	X Aye	_____	Nay
Councilmember Alex Leeman	X Aye	_____	Nay
Councilmember Amy Shumway	X Aye	_____	Nay

DeAnn Carlile, Recorder

CITY COUNCIL AGENDA

For Council Meeting:
February 7, 2023

CITY MANAGER REPORT: Building Activity Reports for December and January

Month of December 2022	BUILDING ACTIVITY REPORT - JULY 2022 THRU JUNE 2023				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	2	2	\$677,069.48	201	201
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	5	355
CARPORT/GARAGE	0		\$0.00	127	
OTHER RESIDENTIAL	0	0	\$0.00	26	
SUB-TOTAL	2	2	\$677,069.48	359	556
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	0		\$0.00	87	
ADDITIONS/REMODELS	0		\$0.00	94	
SWIMMING POOLS/SPAS	0		\$0.00	85	
OTHER	12		\$135,434.00	413	
SUB-TOTAL	12		\$135,434.00	679	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	0		\$0.00	19	
PUBLIC/INSTITUTIONAL	0		\$0.00	1	
CHURCHES	0		\$0.00	0	
OTHER	3		\$159,454.00	57	
SUB-TOTAL	3		\$159,454.00	77	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	4		\$61,011.00	80	
OFFICE	0		\$0.00	2	
PUBLIC/INSTITUTIONAL	0		\$0.00	2	
CHURCHES	0		\$0.00	0	
OTHER	0		\$0.00	27	
SUB-TOTAL	4		\$ 61,011.00	111	
MISCELLANEOUS - NON-RESIDENTIAL *****					
MISC.	0		\$0.00	9	
SUB-TOTAL	0		\$0.00	0	
TOTALS	21	2	\$1,032,968.48	1235	556

Month of January 2023	BUILDING ACTIVITY REPORT - JULY 2022 THRU JUNE 2023				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	1	1	\$287,252.98	202	202
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	5	355
CARPORT/GARAGE	0		\$0.00	127	
OTHER RESIDENTIAL	0	0	\$0.00	26	
SUB-TOTAL	1	1	\$287,252.98	360	557
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	2		\$18,410.00	89	
ADDITIONS/REMODELS	2		\$10,000.00	96	
SWIMMING POOLS/SPAS	1		\$22,737.92	86	
OTHER	26		\$370,747.00	439	
SUB-TOTAL	31		\$421,894.92	710	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	1		\$591,000.00	20	
PUBLIC/INSTITUTIONAL	0		\$0.00	1	
CHURCHES	0		\$0.00	0	
OTHER	4		\$23,485.00	61	
SUB-TOTAL	5		\$614,485.00	82	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	0		\$0.00	80	
OFFICE	0		\$0.00	2	
PUBLIC/INSTITUTIONAL	0		\$0.00	2	
CHURCHES	0		\$0.00	0	
OTHER	0		\$0.00	27	
SUB-TOTAL	0		\$ -	111	
MISCELLANEOUS - NON-RESIDENTIAL *****					
MISC.	0		\$0.00	9	
SUB-TOTAL	0		\$0.00	0	
TOTALS	37	1	\$1,323,632.90	1263	557