160 SOUTH MAIN
FARMINGTON, UT 84025
FARMINGTON.UTAH.GOV

CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the Farmington City Council will hold a regular meeting on **Tuesday, August 6, 2024** 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 www.farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so to dcarlile@farmington.utah.gov

WORK SESSION – 6:00 p.m.

- Construction Management / General Contractor vs Hard Bid

REGULAR SESSION – 7:00 p.m.

CALL TO ORDER:

- Invocation – Brett Anderson, Mayor
- Pledge of Allegiance – Alex Leeman, Councilmember

BUSINESS:

- Consideration of a Resolution submitting an opinion question to renew the RAP Tax, on the November 2024 ballot pg3

SUMMARY ACTION:

1. Authorization to Execute Agreement for panoramic and dome cameras pg7
2. Consideration of additional text and amendments to multiple sections of Title 12 Subdivisions pg30
3. Surplus Property pg35
4. Consideration of an Encroachment Agreement with the Bureau of Reclamation to bury power lines and install a traffic signal along Clark Lane pg36
5. Approval of Minutes for 07-16-24 pg48

GOVERNING BODY REPORTS:

- City Manager Report
- 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.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at Farmington City Hall, Farmington City website www.farmington.utah.gov and the Utah Public Notice website at www.utah.gov/pmn. Posted on August 1, 2024

CITY COUNCIL AGENDA

BUSINESS

AGENDA TITLE:	Consideration of a Resolution submitting an opinion question to renew the RAP Tax, on the November 2024 ballot
PRESENTED BY:	DeAnn Carlile
DEPARTMENT:	Administration
MEETING DATE:	August 6, 2024

FARMINGTON
MORE TIME FOR LIVING
1847

160 S Main
Farmington Utah 84025

CITY COUNCIL STAFF REPORT

To: Mayor and City Council

From: DeAnn Carlile, City Recorder

Date: August 6, 2024

Subject: **Resolution submitting an opinion question to renew the RAP Tax, on the November 2024 Ballot & Discussion regarding submission of argument in favor of ballot proposition.**

This resolution submits the opinion question for the November 2024 ballot of whether we shall renew the RAP tax for an additional seven years.

RECOMMENDATION(S)

Staff recommends that the Council adopt the resolution.

Suggested Motion Language: "I move that the council adopt the resolution submitting to voters the opinion question of whether to renew the recreation arts and parks tax."

BACKGROUND

Earlier this year the Council submitted notice to Davis County of our intent to submit the RAP tax to voters this November. They have responded by indicating that the county will not be imposing a county-wide tax, clearing the way for the opinion question to appear on the ballot.

Ballot Language

This resolution confirms the ballot language, which is largely based on required language in section 59-12-1402(1)(b). If the Council wishes to narrow the scope of the purposes, now is the time. If we do narrow it, then the RAP tax expenditures will be limited to those narrowed purposes.

The proposed ballot language is:

SHALL FARMINGTON CITY, UTAH BE AUTHORIZED TO IMPOSE A .1% SALES AND USE TAX FOR RECREATIONAL, ARTS, AND PARKS FACILITIES, PROGRAMS AND ORGANIZATIONS FOR A RENEWED PERIOD OF SEVEN YEARS?

Argument in Favor

Additionally, the Council as the governing body is required by state law to submit an argument in favor of the ballot proposition to the City Recorder. *See* UCA § 59-1-1604(2)(a). The Council may make arrangements for either crafting this argument

themselves or delegating its crafting to others. It is important that city staff not be asked to do so, however, due to restrictions against utilizing city resources to influence a ballot proposition. *See* UCA § 20A-11-1203(1).

The argument in favor is required to be submitted to the City Recorder by September 11, 2024. *See* UCA § 59-1-1604(2)(c). It is anticipated that the Council can adopt the proposed submission during its September 3, 2024 meeting.

Respectfully submitted,

DeAnn Carlile
City Recorder

Review and concur,

Brigham Mellor
City Manager

RESOLUTION NO: _____

A RESOLUTION OF THE FARMINGTON CITY COUNCIL SUBMITTING TO VOTERS THE OPINION QUESTION OF WHETHER TO RENEW THE RECREATION ARTS AND PARKS (RAP) TAX

WHEREAS, the City of Farmington currently collects a one-tenth of one percent (.10%) recreation, arts and parks (RAP) tax on sales occurring within Farmington City, based upon a prior approval of that tax by the City's residents; and

WHEREAS, the City Council of Farmington City finds that the RAP tax has been successfully utilized to cultivate recreational and cultural opportunities in the City; and

WHEREAS, the City Council finds that there are multiple further applications of RAP tax proceeds during the next seven years, should it be approved by the voters; and

WHEREAS, the City Council desires to submit the opinion question of whether to renew the RAP tax for an additional seven years to City voters during the upcoming general election,

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

Section 1: Submission of Opinion Question. In accordance with chapters 59-12 and 11-14 of the Utah Code, Farmington City hereby submits the following opinion question to the residents of Farmington City during the 2024 General Election:

> SHALL FARMINGTON CITY, UTAH BE AUTHORIZED TO IMPOSE A .1% SALES AND USE TAX FOR RECREATIONAL, ARTS, AND PARKS FACILITIES, PROGRAMS AND ORGANIZATIONS FOR A RENEWED PERIOD OF SEVEN YEARS?

Section 2: Severability. If any section, clause, or provision of this Resolution 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 is effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS 6TH DAY OF AUGUST 2024.

ATTEST: **FARMINGTON CITY**

_____ _____

DeAnn Carlile, City Recorder **Brett Anderson, Mayor**

CITY COUNCIL AGENDA

SUMMARY ACTION

1. Authorization to Execute Agreement for panoramic and dome cameras

2. Consideration of additional text and amendments to multiple sections of Title 12 Subdivisions

3. Surplus Property

4. Consideration of an Encroachment Agreement with the Bureau of Reclamation to bury power lines and install a traffic signal along Clark Lane

5. Approval of Minutes for 07-16-24

160 S Main
Farmington Utah 84025

CITY COUNCIL STAFF REPORT

To: Mayor and City Council

From: Brigham Mellor, City Manager

Date: August 4, 2024

Subject: **Authorization to Execute Agreement for panoramic and dome cameras**

RECOMMENDATION(S)

Staff recommends approval of this agreement. The item is being placed on the summary action agenda. If the Council pulls it from that agenda, then the following is recommended language for a motion: "I move that the council authorize the mayor to execute the agreement with LensLock related to panoramic and dome cameras, and all associated paperwork."

BACKGROUND

This agreement is similar to one approved by the Council last year for body and dash-mounted cameras. In this case, the cameras are intended to be mounted in city facilities: specifically, the police department, gymnasium and baseball fields.

The Agreement is for five years, with annual payments of $26,420.54 after an initial payment of $86,467.12 (installation costs are included in the first year).

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

Respectfully submitted,

Brigham Mellor
City Manager

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.

Farmington City

Purchase Order

Purchase Order Number	Purchase Order Date	Ship By Date
36	2024-07-05	-

Bill To

Name:
Farmington City
Address:
PO Box 160 Farmington, UT 84025

Ship To

Name:
Farmington City - Eric Miller
Address:
160 South Main Farmington, UT 84025

Requester

Name:	Department:	Email:	Phone:
Eric Miller	Community Development	emiller@farmington.utah.gov	(801) 940-2600

Final Approver

Name:	Title:	Email:	Approval Date:
Brigham Mellor	City Manager	bmellor@farmington.utah.gov	2024-07-05

Vendor

Name:	Address:	Email:	Phone:
LENSLOCK INC. - 474	13125 DANIELSON ST., SUITE 112 POWAY, CA 92064	sog@lenslock.com	(949) 690-6552

	Item Number	Description	Qty.	Unit Cost	Ext. Cost
1	-	Camera system for Police	1	$28,800.00	$28,800.00
2	-	Camera system for Gym	1	$29,100.00	$29,100.00
3	-	Camera system for Park Fields	1	$28,700.00	$28,700.00

Subtotal:	$86,600.00
Tax:	$0.00
Freight:	$0.00
Total:	**$86,600.00**

Special Instructions

-

Invoices should be sent via PDF to invoices@farmington.utah.gov

Invoices should be sent via PDF to invoices@farmington.utah.gov

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: July 2, 2024
Proposal Valid for 90 Days
Proposal Number: #24-XXX-XX

Payment Terms: Net 30
Length of Service: 60 Months
Start Date: 07-23-24

ATTENTION:
Farmington Police Department
286 S 200 E
Farmington, UT 84205
Customer ID# XXX

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

QTY	DESCRIPTION	UNIT PRICE	YEAR 1 COST
POLICE DEPT.			
2	Panoramic Camera- One Time Fee	$1,829.32	$3,658.64
7	Dome - Variable Zoom Camera- One Time Fee	$1,301.19	$9,108.33
1	Network Switch	$0.00	INCLUDED
1	Installation, Server, and Phase One & Two Storage	$16,012.43	$16,012.43
GYMNASIUM			
5	Panoramic Camera- One Time Fee	$1,829.32	$9,146.60
3	Dome - Variable Zoom Camera- One Time Fee	$1,301.19	$3,903.57
1	Network Switch	$0.00	INCLUDED
1	Installation, Server, and Phase One & Two Storage	$16,012.43	$16,012.43
BASEBALL FIELD			
4	Panoramic Camera- One Time Fee	$1,829.32	$7,317.28
4	Dome - Variable Zoom Camera - Outdoor- One Time Fee	$1,323.85	$5,295.40
1	Network Switch	$0.00	INCLUDED
1	Installation, Server, and Phase One & Two Storage	$16,012.43	$16,012.43
UNLIMITED	60 Month Hardware Guarantee	$0.00	INCLUDED
UNLIMITED	Cloud Storage - Microsoft Azure	$0.00	INCLUDED
UNLIMITED	24/7/365 Premier Customer Support	$0.00	INCLUDED
UNLIMITED	LensLock Evidence Management Software Access	$0.00	INCLUDED
UNLIMITED	LensLock FBI-CJIS Redaction Services	$0.00	INCLUDED
UNLIMITED	District Attorney & Defense Based Software Licenses	$0.00	INCLUDED
		SUBTOTAL	$86,467.12
		SALES TAX	EXEMPT
		TOTAL	$86,467.11

Summary of 5-Year Payments

Payment	Amount
Year 1	$86,467.12
Year 2	$26,420.54
Year 3	$26,420.54

Year 4	$26,420.54
Year 5	$26,420.54
GRAND TOTAL	$192,149.28

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

CLIENT: Farmington Police Department

BRIGHAM MECCOR (CITY MANAGER)
(Name - Title)

(Signature)

07/2/2024
(Date)

VENDOR: LensLock, Inc.

Andrew Lynch - Executive Vice President
(Name - Title)

(Signature)

7/06/2024
(Date)

Thank you SINCERELY for your business!

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 - Acceptance of Obligation**
   - 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 - Officer's Certificate**
   - Sign and print name and title
   - Please list the Source of Funds for the Contract Payments.
7. **Exhibit F - Payment Request & Equipment Acceptance Form**
   - Do Not Return until you need to request funds from the Vendor Payable Account.
8. **Exhibit G - Signature Card**
   - Sign and print name and title
   - An additional individual may sign as an authorized individual, if desired.
9. **Exhibit H - Obligor Acknowledgement**
   - Complete information as indicated.
10. **Exhibit I - Bank Qualified Certificate**
    - Sign and print name and title
11. **Notice of Assignment**
    - Sign and print name and title.
12. **Insurance Requirements**
    - Complete insurance company contact information where indicated.
13. **Debit Authorization – (Preferred)**
    - Complete form and attach a voided check
14. **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. Signed and completed Credit Application

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by August 3, 2024, 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

3362722%CONTRACT%04.15.2024

SFP Non-App BQ VPA

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 April 15, 2024

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee 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 Obligee 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 Obligee 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.
"Obligee" means the entity originally listed above as Obligee or any of its assignees.
"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.
"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.
"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.
"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.
"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.
"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.
"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee 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 Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee 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 Obligee, Obligor will provide Obligee 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 Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee 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. Obligee 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. The Obligor shall be solely responsible for the ordering of the Equipment, while Obligee is responsible for the initial delivery and installation of the Equipment. Such delivery and installation must be reviewed and accepted by the Obligor. Once accepted, the Obligor has the responsibility to execute the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form by a duly authorized representative of the Obligor which will constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee 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 Obligee 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. Obligee 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. Obligee 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 Obligee hereunder have been received, Obligee 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 Obligee then Obligee 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 Obligee as provided herein and conveyed to Obligee 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 Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee 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 Obligee, then Obligee 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 Obligee with a certificate of Insurance which lists the Obligee 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 Obligee 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 Obligee from liability and property damage in any form and amount satisfactory to Obligee.

(c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee 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 Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee 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 Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. The responsibility to maintain the normal wear and tear on the Equipment shall continue to be the responsibility of Obligee for the term of this Agreement as evidenced in a separate Limited Warranty agreement between the parties. However, any damage to the Equipment due to the act or inaction of the Obligor shall be the responsibility of the Obligor to either repair or replace at their cost. 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 Obligee, such proceeds shall be used to 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 Obligee, 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 Obligee.

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 Obligee 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 Obligee 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 Obligee 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 Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

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 Obligee 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 Obligee, 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 Obligee 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 Obligee. All of Obligee'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 Obligee 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 Obligee 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 Obligee 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. Obligee 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 Obligee 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 Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee 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 Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee 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 Obligee, unless Obligee agrees in writing to an extension of time. Obligee 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 Obligee 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 Obligee.

(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, Obligee shall have the right to take one or any combination of the following remedial steps:

(a) With or without terminating this Contract, Obligee 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, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee 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, Obligee 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 Obligee 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) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee 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 Obligee 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 Obligee in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. 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 Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee 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 Obligee by a common carrier unless the Obligee 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 Obligee'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 Obligee. 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 Obligee 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 Obligee 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 Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee 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 Obligee for all amounts reasonably expended in connection with the foregoing.

(d) Storage: Upon written request by the Obligee, 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 Obligee. 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 Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligee executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligee agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligee selects that is acceptable to Obligor (including Obligee or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligee of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligee to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligee.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligee that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligee at the time this transaction was submitted for credit approval by the Obligor to the Obligee.

Section 10.03 Disbursement upon Non-Appropriation or Default. If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.
Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall, at Obligee's sole discretion, either a) be returned to Obligor, or b) be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.
Section 10.05 Recalculation of Contract Payments. Should Obligee decide to apply the Surplus Amount to the then applicable Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

XI. Miscellaneous

Section 11.01 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 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.
Section 11.03 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 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee 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 Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.
Section 11.05 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 11.06 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 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee 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 Obligee. 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 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee 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 Obligee 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 April 15, 2024, 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:

Eleven (11) Panoramic Cameras and Seven (7) Dome Cameras

Physical Address of Equipment after Delivery : _____

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of April 15, 2024, between LensLock Inc. (Obligee) and Farmington City Corporation, Utah (Obligor)

Date of First Payment:	May 15, 2024
Original Balance:	$192,149.10
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	15-May-24	$38,429.82	$0.00	$38,429.82	$153,719.28
2	15-May-25	$38,429.82	$0.00	$38,429.82	$115,289.46
3	15-May-26	$38,429.82	$0.00	$38,429.82	$76,859.64
4	15-May-27	$38,429.82	$0.00	$38,429.82	$38,429.82
5	15-May-28	$38,429.82	$0.00	$38,429.82	$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 $192,149.10, together with interest at 0.000%.

Furthermore, the amount financed by Obligor is $168,359.70 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 6.760%. 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

ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of April 15, 2024, 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 Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

(a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
(b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
(c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
(d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

Farmington City Corporation, Utah

_____
Signature

_____
Printed Name and Title

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of April 15, 2024, 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 April 15, 2024, 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 Obligors Governing Body)

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

Attested By: _____
(Signature of Obligors Board Secretary or Board Clerk)

Printed Name & Title: _____
(Printed Name of individual who signed directly above)

EXHIBIT E

OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of April 15, 2024, 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 Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. 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.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. 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.
5. 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 F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of April 15, 2024, between LensLock Inc. (Obligee) and Farmington City Corporation, Utah (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is $_____ and this amount is consistent with the Contract between Obligor and vendor.
2. Payment is to be made to: Payee: LensLock Inc.

3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. 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.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

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 Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: ajl@lenslock.com

Please call (858) 231-4061 if you have any questions.

Farmington City Corporation, Utah

_____
Signature

_____
Printed Name and Title

EXHIBIT G

SIGNATURE CARD

RE: Government Obligation Contract dated as of April 15, 2024, between LensLock Inc. (Obligee) and Farmington City Corporation, Utah (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from Farmington City Corporation, Utah.

Farmington City Corporation, Utah

_____
Signature

_____
Printed Name and Title

Signature of additional authorized individual (optional) of Obligor

_____
Signature

_____
Printed Name and Title

EXHIBIT H

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of April 15, 2024, between LensLock Inc. (Obligee) and Farmington City Corporation, Utah (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: LensLock Inc.
Equipment: Eleven (11) Panoramic Cameras and Seven (7) Dome Cameras
Cost of Equipment: $192,149.10

Vendor Name:
Equipment:
Cost of Equipment:

Vendor Name:
Equipment:
Cost of Equipment:

Vendor Name:
Equipment:
Cost of Equipment:

Vendor Name:
Equipment:
Cost of Equipment:

Obligor will immediately notify Obligee if any of the information listed above is changed.

EXHIBIT I

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of April 15, 2024, 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

APRIL 15, 2024

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 April 15, 2024.

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 April 15, 2024 between Obligor and LensLock Inc. (Obligee), hereby acknowledges receipt of a Notice of Assignment dated April 15, 2024 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:	**Certificate Holder:**
Farmington City Corporation, Utah	KS StateBank AOIA (and/or Its Assigns)
160 South Main Street	1010 Westloop, P.O. Box 69
Farmington, Utah 84025	Manhattan, Kansas 66505-0069

1. **Equipment Description**
   - Eleven (11) Panoramic Cameras and Seven (7) Dome Cameras
   - 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 $192,149.10.
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: _____

160 S Main
Farmington Utah 84025

CITY COUNCIL STAFF REPORT

To: Mayor and City Council

From: Lyle Gibson – Assistant Community Development Director

Date: 08/06/2024

Subject: Consideration of additional text and amendments to multiple sections of Title 12, Subdivisions, to align the City's ordinances with the State of Utah's requirements for subdivision improvement warranties and to establish the Planning Commission as the land use authority for creating a DADU Parcel by metes and bounds. (ZT-10-24)

RECOMMENDATION

Move that the City Council approve the proposed changes to Title 12, Subdivision Regulations as shown in the enclosed enabling ordinance.

Findings:

1. The following findings are restated within the enabling ordinance:
    a. The proposed changes align with recent changes to the subdivision ordinance allowing the Planning Commission to act as the land use authority for plat amendments when creating a new lot.
    b. The proposed changes to the subdivision warranty language brings the city's code into compliance with the regulations of the State of Utah.

BACKGROUND

In consideration of a new ordinance which would allow for potential ownership of detached accessory dwelling units also being considered at this meeting, city staff is proposing that the Planning Commission be enabled to approve plat amendments which divide the accessory dwelling from the main home. The Planning Commission recently approved an ordinance which addressed this issue to some degree, but staff has identified an additional section where it is necessary to clarify who would be able to approve the creation of a DADU Parcel.

Many lots within the city are not part of a platted subdivision. Their identity and status exist as a Metes and Bounds property. While the division of such a lot could conceivably be completed with a subdivision plat, there are additional costs to a property owner in pursuing this route. Rather than creating an actual subdivision plat, a Subdivision by Metes and Bounds allows for property to be divided with a legal description of the new lot only. This process is already outlined within Section 12-3-080 of the City's ordinance, but additional text has been added to indicate that this process may be used to create a DADU parcel under the purview of the Planning Commission.

Additionally, while going over Title 12, staff has identified a discrepancy between the city's ordinance and what is permitted by the State of Utah in regards to improvement warranties.

When a developer builds a new subdivision, they must ensure that the new public infrastructure (roads, utility lines) was done properly before the city is fully on the hook for its long-term maintenance. The state allows communities to hold funds or a bond for 1 year at a value of 10% of the improvement costs. This statutory limitation is not new, the city has been using these limits in practice, but has not updated the text within the ordinance.

Supplemental Information

1. Enabling Ordinance with proposed changes to Title 12

Respectfully submitted

Lyle Gibson
Assistant Community Development Director

Review and concur

Brigham Mellor
City Manager

FARMINGTON CITY, UTAH
ORDINANCE NO. 2024 -

AN ORDINANCE AMENDING TITLE 11-12, SUBDIVISIONS, ALIGN THE CITY'S ORDINANCES WITH THE STATE OF UTAH'S REQUIREMENTS FOR SUBDIVISION IMPROVEMENT WARRANTIES AND TO ESTABLISH THE PLANNING COMMISSION AS THE LAND USE AUTHORITY FOR CREATING A DADU PARCEL BY METES AND BOUNDS. (ZT-10-24)

WHEREAS, the Planning Commission has held a public hearing in which the text changes proposed for Title 12 were reviewed and has recommended that this ordinance be approved by the City Council; and

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

WHEREAS, the proposed changes align with recent changes to the subdivision ordinance allowing the Planning Commission to act as the land use authority for plat amendments when creating a new lot.; and

WHEREAS, The proposed changes to the subdivision warranty language brings the city's code into compliance with the regulations of the State of Utah;

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

Section 1. Amendment. Certain sections of Title 12 of the Farmington City Zoning Ordinance are amended in as shown in Exhibit "A"

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

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

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 16th day of July, 2024.

FARMINGTON CITY

ATTEST:

_____
Brett Anderson, Mayor

_____
DeAnn Carlile, City Recorder

Exhibit “A”

12-3-080: SUBDIVISIONS BY METES AND BOUNDS:

A. Purpose: The intent of this section is to allow the division of lots located in agricultural and residential zones into two (2) lots through the recording of approved deeds in restricted situations rather than requiring the recording of a subdivision plat.

B. Metes And Bounds Subdivisions; When Permitted: An owner or developer of property consisting of a single parcel of land or lot located within any zone may subdivide the parcel of land or lot into not more than two (2) lots for residential dwellings or accessory buildings related to the primary use by recording deeds containing metes and bounds descriptions of the lots without the necessity of recording a plat; provided, that:

1. The area to be divided is immediately adjacent to existing streets and utilities and does not involve the extension of any such streets or utilities;

2. The area to be divided is not traversed by the mapped lines of a proposed street as shown in the comprehensive general plan and does not require the dedication of any land for street or other public purposes;

3. The proposed lots conform to the city's zoning regulations and comprehensive general plan for the area;

4. No remnant parcels are created which, due to size, configuration or location, cannot be developed under the provisions of the Farmington City zoning ordinance;

5. No land immediately adjacent to the parcel of land or lot has been divided by the recording of metes and bounds deeds within five (5) years of the date of the application; and

6. The division of the property is approved by the city as set forth in this chapter.

C. Application: An owner or subdivider wishing to divide a single parcel of land or lot within an agricultural or residential zone within the city into not more than two (2) lots shall submit an application to the city planner on a form approved by the city. The application shall detail the proposed boundaries of the property to be divided with a legal description prepared by a licensed surveyor. The application shall also be accompanied by any necessary plans for the installation of required public improvements and accompanying bond agreements. At the time the application is submitted, the applicant shall also pay the required application fee, as set forth in the city's consolidated fee schedule.

D. City Planner Review: The city planner shall review the application with applicable city departments to assure compliance with city ordinances and shall determine if the application should be submitted to the providers of any utility service for comment.

E. Requirements:

1. Improvements: As a condition of approval of a metes and bounds subdivision, the applicant may be required to install or provide the following improvements, unless specifically waived in writing by the city engineer:

a. Boundary monuments, established in accordance with standards set forth by the Davis County surveyor and Utah Code Annotated title 17, chapter 23;

b. Curb and gutter;

c. Sidewalk;

d. Asphalt or concrete paving of rights of way;

e. Appropriate storm drainage facilities; and

f. Public utility easements.

2. Installation: All required public improvements shall be installed in accordance with the provisions of chapter 8 of this title and the city construction standards and specifications.

3. Security: The installation of any required public improvements shall be secured as provided in section 12-6-160 Chapter 6 of this title.

F. Statement Of Approval: Upon approval of an application under this chapter and the performance of all required conditions by the applicant, the applicant shall submit to the city such proposed deeds as the applicant intends to record to accomplish the division of the property provided for under this chapter, along with one reproducible copy and two (2) prints of the record of survey map filed in accordance with Utah Code Annotated title 17, chapter 23. The city shall review such deeds to assure that they conform to the representations made in the application. Upon approval, the city planner shall sign a statement to be attached to the deeds reflecting the city's approval of the division of the property into two (2) lots.

G. DADU Parcel – An existing lot which described by Metes and Bounds which is not part of a platted subdivision may be subdivided by metes and bounds for the purpose of creating a DADU parcel as defined in Section 11-2-020. The Planning Commission shall act as the land use authority when considering subdivision of a parcel by metes and bounds for the creation of a DADU Parcel.

12-5-100: WARRANTY PERIOD:

The warranty period shall commence upon the date that all improvements required by the city to be installed within the subdivision have been completed to the satisfaction of the city and a final inspection thereof has been made approving the same. The warranty period shall commence at that date and shall continue for a period of one year thereafter. If any deficiencies are found by the city during the warranty period in materials or workmanship, the subdivider shall promptly resolve such defects or deficiencies and request the city engineer to reinspect the improvements. At the end of the ~~two~~ one (~~2~~1) year warranty period, the subdivider shall request the city engineer to make a final warranty period inspection of all improvements. If the city engineer verifies that the improvements are acceptable, the city engineer shall notify the city manager~~, who shall refer the matter to the city council~~. The city ~~council~~ manager shall then review the matter and upon approval of the same shall release the balance of the security posted by the subdivider under the bond agreement.

12-6-160: SECURITY BOND; SUBDIVIDER:

D. Amount: The bond amount shall be equal to one hundred ~~twenty~~ ten percent (11~~2~~0%) of the city engineer's estimated cost of the public improvements to be installed;

160 S Main
Farmington Utah 84025

CITY COUNCIL STAFF REPORT

To: Mayor and City Council

From: Larry Famuliner, Public Works Director

Date: July 25, 2024

Subject: **Surplus Property**

RECOMMENDATION(S)

Request that the City Council declare the following vehicle(s) as surplus and allow us to sell them.

BACKGROUND

Kustom Signals, Inc. Radar Trailer VIN # 1K9BS0813XK118078

These vehicle(s) have been replaced. We recommend that these vehicle(s) be sold. These vehicle(s) will go to JJ Kane Auctions at 2353 N. Redwood Road, Salt Lake City.

Respectfully submitted,

Larry Famuliner
Public Works Director

Review and concur,

Brigham Mellor
City Manager

160 S Main
Farmington Utah 84025

CITY COUNCIL STAFF REPORT

To: Mayor and City Council

From: Chad Boshell, Assistant City Manager

Date: August 6, 2024

Subject: **Consider approval of an encroachment agreement with the Bureau of Reclamation (BOR) to bury the power lines and install a traffic signal along Clark Lane.**

RECOMMENDATION(S)

Approve the encroachment agreement with the Bureau of Reclamation that allows Davis County to bury the power lines and install traffic signal infrastructure at the Western Sports Park and authorize Chad Boshell to sign the agreement.

BACKGROUND

As part of the Western Sports Park, Davis County will be burying power lines and installing underground traffic signal infrastructure along Clark Lane. The infrastructure will be crossing a BOR easement which needs an agreement with the BOR to complete the work. Staff recommends approving this agreement with the BOR for the various work to be done in the easements.

SUPPLEMENTAL INFORMATION

1. Agreement

Respectfully submitted,

Chad Boshell, P.E.
Assistant City Manager

Review and concur,

Brigham Mellor
City Manager

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WEBER BASIN PROJECT
WEST FARMINGTON LATERAL 1.8R-0.01L

EASEMENT ENCROACHMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND FARMINGTON CITY

This Easement Encroachment Agreement made this ___ day of _____ 20___, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Laws, among the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as the United States and FARMINGTON CITY, hereinafter referred to as the Permittee.

WITNESSETH THAT:

WHEREAS, the United States is the Grantee of certain easements recorded in the official records of Davis County, State of Utah, hereinafter referred to as the Easement of the United States; and

WHEREAS, the Permittee has proposed to install ATMS conduits across the West Farmington Lateral 1.8R-0.01L to allow for future installation of a traffic light when the intersection is completed; and

WHEREAS, the Permittee has requested permission of the Landowner to cross the Landowner's property in such a manner as to encroach upon the Easement of the United States in a manner more particularly specified hereinafter; and

WHEREAS, the United States is willing to agree to said encroachment, upon conditions more particularly specified hereinafter;

NOW, THEREFORE, the United States hereby agrees to encroachment upon the Easement of the United States by the Permittee only to the extent and for the purposes set forth below:

1. PROJECT DETAILS:
   a. Purpose: The Permittee or their contractor will install, operate, and maintain six (6) 2-inch ATMS conduits (conduits) over the Farmington 1.8R-0.01L Lateral at approximate Station 30+10, near the intersection of Clark Lane and University Avenue in Farmington, Utah. The conduits will be buried three (3) feet below the existing surface to contain power and communications to the proposed traffic light. Clearance is shown in Exhibit C as being three and a half (3.5) feet. If conditions change, a minimum clearance of no less than one and a half (1.5) is required.

      The crossing will require a directional bore three (3) feet deep across Clark Lane to install

the conduits. Weber Basin Conservancy District has an existing pipe approximately seven to eight (7-8) feet deep at the purposed location.

b. Location: The pipeline is protected by West Farmington Lateral Easement Tract 47 (Clark), the location of which is in the SW 1/4 of the NW 1/4 of Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian.

NOTE: The easement, Tract 47 (Clark), protecting the 24-inch West Farmington Lateral 1.8R-0.01L is not a fully recorded easement, but can be considered a prescriptive easement as the said pipeline has been in its location since 1967.

c. Plans, Drawings, and Maps: (Attached hereto and made a part hereof): Exhibits B-C.

d. Land Status: Easement

1. The federal agency is the Department of Interior, Bureau of Reclamation, represented by the officer executing this Agreement, his duly appointed successor, or his duly authorized representative.

2. The United States guidelines for agreeing to such encroachment upon the Easement of the United States are:

a. While it is always the Weber Basin Water Conservancy District's (District) intent to extend professional courtesy and protect in place buried utilities and all encroachments, however, this licensed encroachment shall not increase the District's cost to operate and maintain the encroached BOR facilities. If the District, within reason, needs to remove any of the improvements herein licensed in order to effectively operate or maintain (including repairing or replacing) any of the encroached BOR facilities. The Permittee will be responsible for replacing their licensed encroachment at no cost to the District.

b. The allowable period of construction to be at the sole discretion of the District. In no case, shall the duration of construction be permitted to hinder or impede any operation or maintenance of any BOR facilities.

c. The Permittee, or their contractor must pothole all encroached pipelines and shall notify the District no less than 48-hours in advance of the above-mentioned work so that a District Inspector may be present to monitor activities.

d. Any operation and maintenance work done by the Permittee or its assigns, pertaining to these crossings inside the easement must be approved by the District in advance to coordinate necessary protection measures of the West Farmington Lateral 1.8R-0.1L.

e. Permittee, or its Assignees are required to follow and abide by all guidelines and standards outlined in Bureau of Reclamation's "Engineering and O&M Guidelines for Crossings", a copy of which will be provided upon request or maybe acquired from Reclamation's Website at:

https://www.usbr.gov/pn/snakeriver/landuse/authorized/crossings.pdfShoring

f. The Permittee shall be responsible for damage to, or malfunction of, the Lateral as a result of the construction adjacent to and installation of any and all encroachments.

3. The Permittee or its Contractor shall perform all work within the encroachment area in accordance with the plans, drawings, guidelines, and maps attached hereto, and in a manner satisfactory to the United States and the District.

4. SEVERABILITY: Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

5. ILLEGAL USE: Any activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

6. TERM OF AGREEMENT – REVOCATION/TERMINATION: This Agreement may be revoked by the United States upon thirty (30) days written notice to the Permittee: 1. For nonuse of the project lands by Permittee for a period of two (2) continuous years; or, 2. The United States determines that the Permittee's use of the land is no longer compatible with project purpose; or, 3. After failure of the Permittee to observe any of the conditions of this Agreement and on the tenth day following service of written notification on the Permittee of the termination because of failure to observe such conditions; or, 4. At the sole discretion of the United States.

7. HOLD HARMLESS: The Permittee hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Permittee activities under this agreement.

(a) In consideration of the United States agreeing to encroachment upon the Easement of the United States by the Permittee, the Permittee hereby agrees to indemnify and hold the United States and the District, their agents, employees, and assigns, harmless from any and all claims whatsoever for personal injuries or damages to property when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use or presence of the encroachment upon the Easement of the United States, regardless of the cause of said injuries or damages; provided, however, that nothing in this agreement shall be construed as releasing the United States or the District from responsibility for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

(b) In consideration of the United States agreeing to the Permittee encroaching upon the Easement of the United States, the Permittee agrees that the United States shall not be responsible

for any damage caused to facilities, equipment, structures, or other property if damaged by reason of encroachment upon the Easement of the United States by the Permittee. The Permittee hereby releases the United States and the District, their officers, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever which may result to the Landowner from the construction, operation, and maintenance of Project works upon said lands, provided that nothing in this Agreement shall be construed as releasing the United States or the District from liability for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

(c) If the maintenance or repair of any or all structures and facilities of the United States located on the easement area should be made more expensive by reason of the existence of the encroachment improvements or works of the Permittee or its Contractor, the Permittee or its Contractor will promptly pay to the United States or the District, their agents or assigns, responsible for operation and maintenance of said structures or facilities, the full amount of such additional expense upon receipt of an itemized bill.

8. PROTECTION OF UNITED STATES INTERESTS: The Permittee shall comply with all applicable laws, ordinances, rules, and regulations enacted or promulgated by any Federal, state, or local governmental body having jurisdiction over the encroachment.

9. UNRESTRICTED ACCESS: The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever.

10. OFFICIALS NOT TO BENEFIT: No member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

11. SUCCESSORS IN INTEREST OBLIGATED: The provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto; provided, however, that no such heir, executor, administrator, personal representative, successor or assign of the Permittee shall have the right to use, alter, or modify the encroachment in a manner which will increase the burden of the encroachment of the Easement of the United States.

12. This agreement makes no finding as to the right, title, or validity of the Permittee or the encroaching interest, but merely defines the conditions under which the encroachment will not be deemed unreasonable by the United States.

13. In accordance with 43 CFR 429.16 Subpart D, any applicant requesting a right-of-use over Reclamation land has remitted a nonrefundable application fee of One Hundred Dollars ($100). The receipt of this application fee is hereby acknowledged, which amount represents the initial review of your application.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

UNITED STATES OF AMERICA

By: _____
Name: Rick Baxter
Title: Area Manager, Provo Area Office

PERMITTEE:
FARMINGTON CITY

By: _____
Name: Chad Boshell
Title: City Engineer

CONCUR:
WEBER BASIN WATER CONSERVANCY DISTRICT

By: _____
Name: Scott Paxman
Title: General Manager

EXHIBIT "A"

SPECIAL PROVISIONS

A. Surface structures that generally will be allowed to be constructed within United States rights-of-way include asphalt roadways, with no utilities within roadway, non-reinforced parking lots, curbs, gutters and sidewalks, walkways, driveways, fences with gated openings (no footings, foundation, and masonry block walls). However, where United States system pipe has specific maximum and minimum cover designation the special requirements for roadways, parking lots and driveways crossing over the pipe shall be obtained from the United States for the maximum allowable external loading or minimum cover. **HOWEVER, IT IS UNDERSTOOD THAT ALL SURFACE STRUCTURES SHALL BE ANALYZED AND CONSIDERED ON AN INDIVIDUAL BASIS.**

B. Structures that may not be constructed in, on, or along United States rights-of-way include but are not limited to, permanent structures such as buildings, garages, carports, trailers, and swimming pools as designated by the United States.

C. No trees or vines will be allowed within the rights-of-way of the United States.

D. All temporary or permanent changes in ground surfaces within United States rights-of-way are to be considered encroaching structures and must be handled as such. Earthfills and cuts on adjacent property shall not encroach onto United States rights-of-way without prior approval by the United States.

E. Existing gravity drainage of the United States rights-of-way must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the United States rights-of-way without adequate provision for removal of drainage water or adequate protection of the United States rights-of-way.

F. Prior to construction of any structure that encroaches within United States rights-of-way, an excavation must be made to determine the location of existing United States facilities. The excavation must be made by or in the presence of the District or the United States.

G. Any contractor or individual constructing improvements in, on, or along United States rights-of-way must limit his construction to the encroaching structure previously approved and construct the improvements strictly in accordance with plans or specifications.

H. The ground surfaces within United States rights-of-way must be restored to a condition equal to that which existed before the encroachment work began or as shown on the approved plans or specifications.

I. The owner of newly constructed facilities that encroach on United States rights-of-way shall notify the United States upon completion of construction and shall provide the United States with two copies of as-built drawings showing actual improvements in, on, or along the rights-of-way.

J. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give the District at least 10 days notice in writing before entering upon United States rights-of-way for the purpose of reconstructing, repairing, or removing the encroaching structure or performing any work on or in connection with the operation of the encroaching structure.

K. If unusual conditions are proposed for the encroaching structure or unusual field conditions within United States rights-of-way are encountered, the United States reserves the right to impose more stringent criteria than those prescribed herein.

L. All backfill material within United States rights-of-way shall be compacted to 90 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of the projects works whenever possible. In no case will mechanical compaction using heavy equipment be allowed over the project works or within 18 inches horizontally of the projects works.

M. The backfilling of any excavation or around any structure within the United States rights-of-way shall be compacted in layers not exceeding 6 inches thick to the following requirements: (1) cohesive soils to 90 percent maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.

N. Any nonmetallic encroaching structure below ground level shall be accompanied with a metallic strip within the United States rights-of-way.

O. Owners of encroaching facilities shall notify the United States at least forty-eight (48) hours in advance of commencing construction to permit inspection by the United States.

P. No use of United States lands or rights-of-way shall be permitted that involve the storage of hazardous material.

Contract No. 24-LM-41-1290

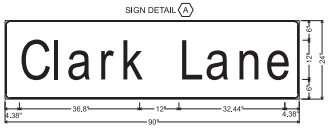
Farmington

Imagery ©2024 Maxar Technologies, Map data ©2024 Google 50 ft

Exhibit B Page 1 of 1

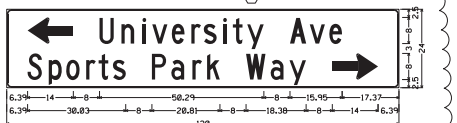
Exhibit C (Sheet 1 of 1)

SIGN DETAIL A



DS3-4 Single Street Name Sign Mast Arm Connection:
1.50" Radius, 0.50" Border, White on Green;
"Clark Lane", C;

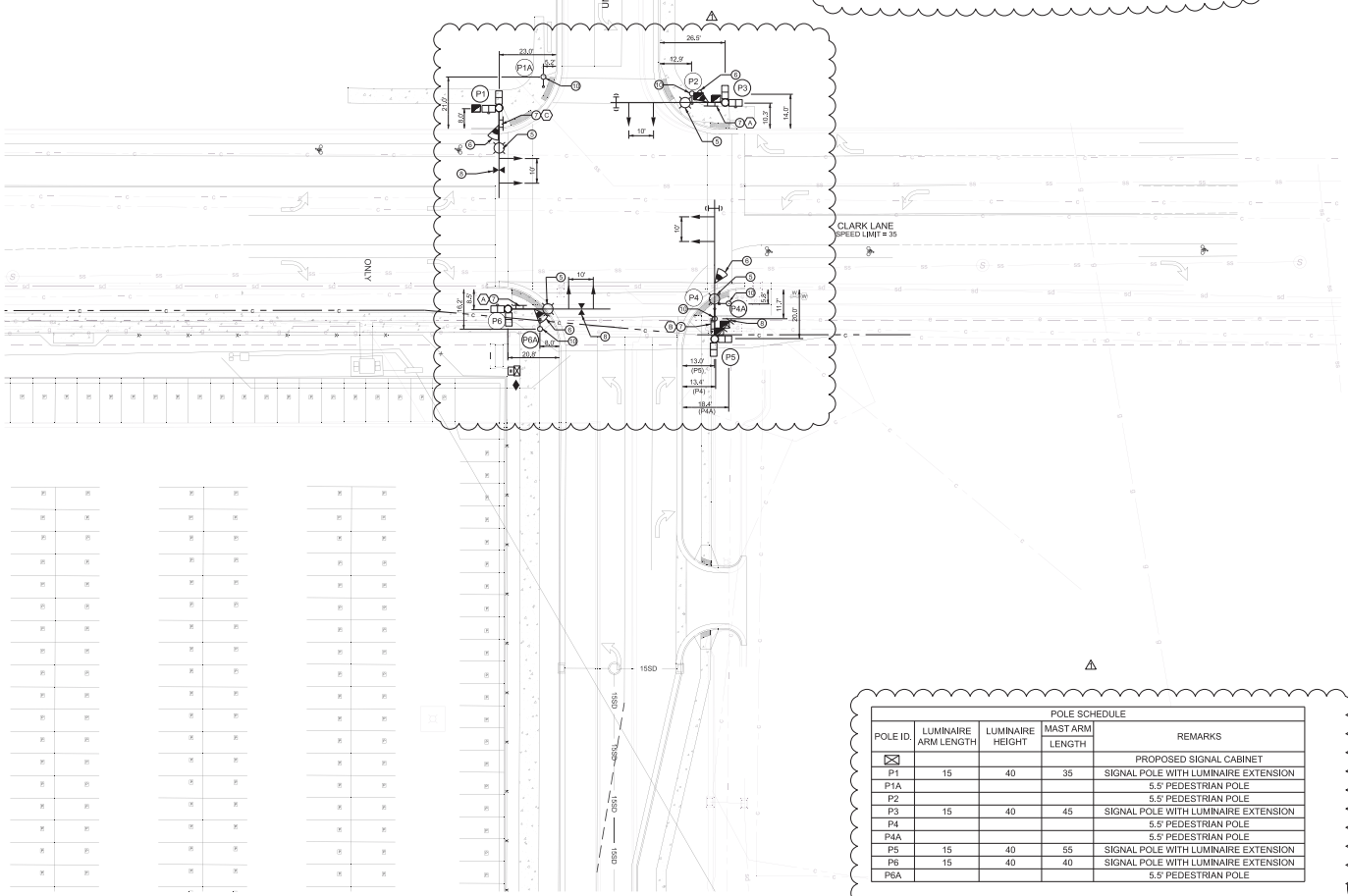
SIGN DETAIL B



DS3-4d Dual Street Name Sign Mast Arm Connection:
1.50" Radius, 0.50" Border, White on Green;
Standard Arrow Custom 14.00" X 8.00" 180°; "University Ave", C; "Sports Park Way", C;
Standard Arrow Custom 14.00" X 8.00" 0°;

SIGN DETAIL C

DS3-4d Dual Street Name Sign Mast Arm Connection:
1.50" Radius, 0.50" Border, White on Green;
Standard Arrow Custom 14.00" X 8.00" 180°; "Sports Park Way", C; "University Ave", C;
Standard Arrow Custom 14.00" X 8.00" 0°;



POLE SCHEDULE				
POLE ID.	LUMINAIRE ARM LENGTH	LUMINAIRE HEIGHT	MAST ARM LENGTH	REMARKS
⊠				PROPOSED SIGNAL CABINET
P1	15	40	35	SIGNAL POLE WITH LUMINAIRE EXTENSION
P1A				5.5' PEDESTRIAN POLE
P2				5.5' PEDESTRIAN POLE
P3	15	40	45	SIGNAL POLE WITH LUMINAIRE EXTENSION
P4				5.5' PEDESTRIAN POLE
P4A				5.5' PEDESTRIAN POLE
P5	15	40	55	SIGNAL POLE WITH LUMINAIRE EXTENSION
P6	15	40	40	SIGNAL POLE WITH LUMINAIRE EXTENSION
P6A				5.5' PEDESTRIAN POLE

0 20 40

NOTES:
1. ALL TRAFFIC SIGNAL AND INTERSECTION LIGHTING WILL BE PAID AS A LUMP SUM, "TRAFFIC SIGNAL SYSTEM".
2. FOLLOW UDOT SL SERIES STANDARD DRAWINGS AND STANDARD SPECIFICATIONS 02892/18530 FOR ALL SIGNAL EQUIPMENT. COORDINATE ANY DISCREPANCIES IN STANDARDS WITH THE ENGINEER PRIOR TO CONSTRUCTION.
3. INSTALL BLACK POWDER COATED SIGNAL EQUIPMENT.
4. CENTER TRAFFIC SIGNALS OVER RECEIVING LANES WITH SPACING AS SHOWN.
5. INSTALL TYPE A LIGHT FIXTURES ON 40 LUMINAIRE EXTENSION.
6. INSTALL RADAR DETECTOR AT LOCATION SHOWN PER MANUFACTURER RECOMMENDATIONS.
7. INSTALL MAST ARM MOUNTED SIGN PER UDOT SL SERIES STANDARD DRAWINGS.
8. COORDINATE INSTALLATION OF RADIO COMMUNICATION AND PREEMPTION DETECTORS WITH FARMINGTON CITY STAFF.
9. MATCH TOP OF MAST ARM SIGNAL FOUNDATIONS WITH TOP OF ROADWAY CROWN ELEVATION.
10. INSTALL 5.5 FOOT PEDESTRIAN SIGNAL POLE. CONSTRUCT FOUNDATION WITH TOP OF FOUNDATION ELEVATION MATCHING FINISHED GRADE. SEE SL SERIES STANDARD DRAWINGS FOR PUSH BUTTON REQUIREMENTS.
11. DIMENSIONS FOR SIGNAL POLES ARE FROM CENTER OF POLE TO TOP BACK OF CURB.
12. ENSURE ALL CONSTRUCTION IMPACTS ARE WITHIN ROADWAY RIGHT-OF-WAY.
13. SEE LIGHTING SHEETS FOR SERVICE PEDESTAL AND POWER SOURCE DETAILS.

LEGEND

- PWR — POWER SOURCE CIRCUIT CONDUIT
- SIG — SIGNAL CIRCUIT CONDUIT
- PED — PEDESTRIAN SIGNAL CIRCUIT CONDUIT
- PSH — PEDESTRIAN PUSH BUTTON CIRCUIT CONDUIT
- RAD — RADAR DETECTION CIRCUIT CONDUIT
- LTG — LIGHTING CIRCUIT CONDUIT
- FUT — FUTURE USE CONDUIT
- P1 — SIGNAL POLE IDENTIFICATION
- DUAL MAST ARM SIGNAL POLE
- MAST ARM SIGNAL POLE
- SIGNAL POLE LUMINAIRE EXTENSION WITH ARM
- SIGNAL POLE LUMINAIRE EXTENSION WITH VERTICAL ATTACHMENT
- MAST ARM MOUNTED SIGN
- PS — POWER SOURCE
- TRAFFIC SIGNAL POLE
- TYPE 0 - 1 SECTION SIGNAL HEAD ASSEMBLY
- TYPE I - 3 SECTION SIGNAL HEAD ASSEMBLY
- TYPE II - 3 SECTION SIGNAL HEAD ASSEMBLY
- TYPE III - 3 SECTION (ALL ARROWS) SIGNAL HEAD ASSEMBLY
- TYPE IV - 4 SECTION SIGNAL HEAD ASSEMBLY
- TYPE V - 5 SECTION SIGNAL HEAD ASSEMBLY
- TYPE VI - 4 SECTION (ALL ARROWS) SIGNAL HEAD ASSEMBLY
- TYPE VII - 4 SECTION SIGNAL HEAD ASSEMBLY
- PEDESTRIAN HYBRID BEACON - 3 SECTION SIGNAL HEAD ASSEMBLY
- VIBRATION MITIGATOR
- TRAFFIC SIGNAL CONTROLLER CABINET
- TYPE A JUNCTION BOX
- TYPE B JUNCTION BOX
- TYPE C JUNCTION BOX
- TYPE III JUNCTION BOX (ATMS)
- SAME JUNCTION BOX USED FOR SIGNAL CIRCUIT
- PEDESTRIAN SIGNAL HEAD WITH AUDIBLE PUSH BUTTON
- AUDIBLE PEDESTRIAN PUSH BUTTON
- UNDERGROUND SERVICE PEDESTAL (USP)
- PREEMPTION CONTROL SYSTEM DETECTOR
- DIRECTIONAL ANTENNA
- VIDEO DETECTION CAMERA
- CCTV CAMERA
- RADAR DETECTION, DILEMMA ZONE
- RADAR DETECTION, STOP BAR

LOCHNER
3995 south 700 east
salt lake city, utah 84107

project:
LEGACY EVENTS CENTER EXPANSION / REMODEL

1049 W Clark Ln,
Farmington, UT 84025

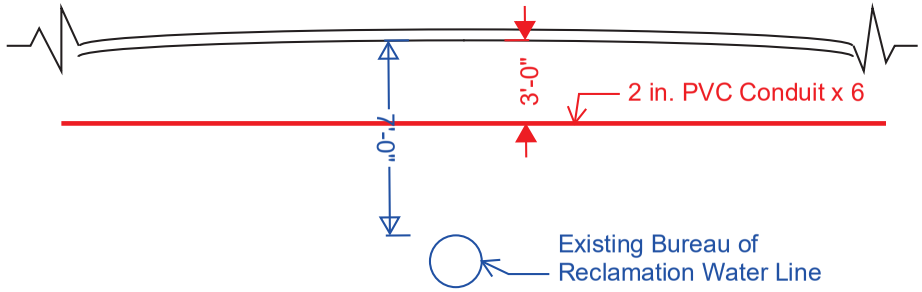
project#: 21.0610
date: 2/20/2024
revisions :
1 03-01-2024 PR01.3

title:
TRAFFIC SIGNAL PLAN

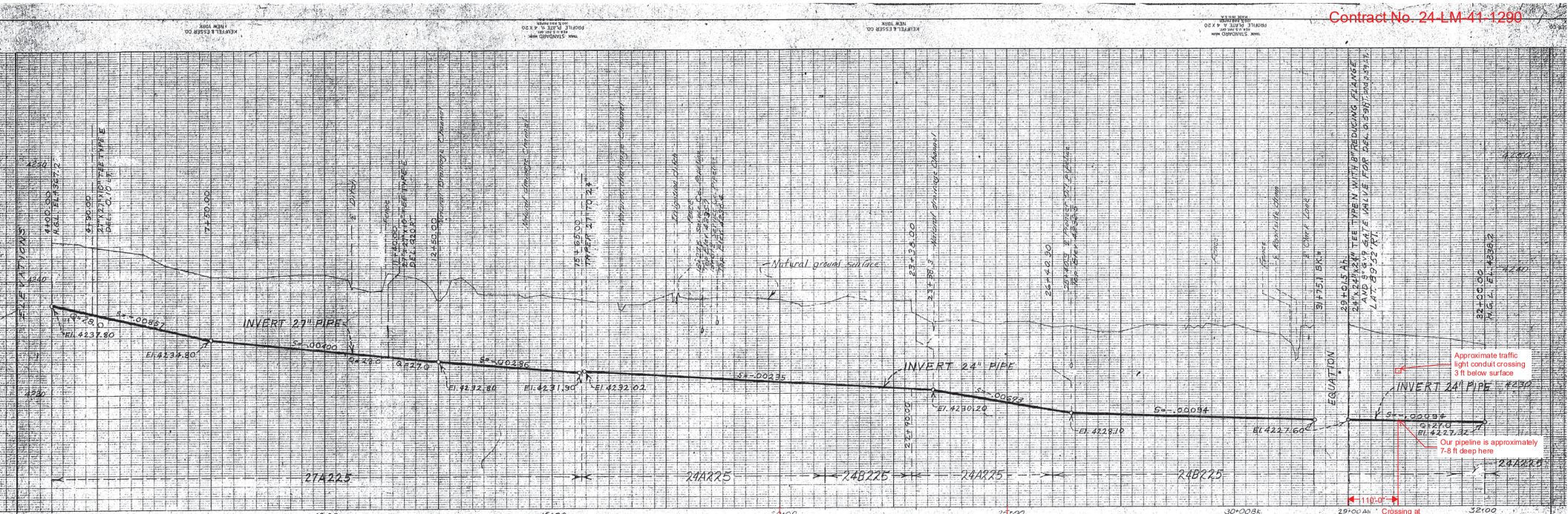
sheet:
SG01
PERMIT SET

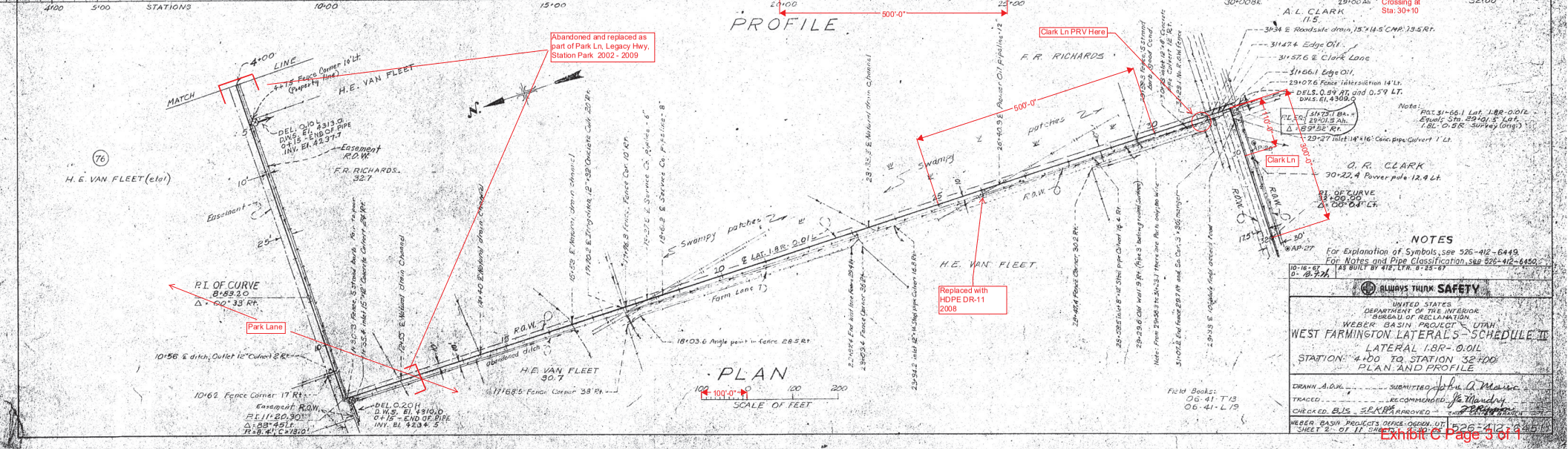
Clark Lane - Profile

Traffic Signal / Power Conduit Bore



Contract No. 24-LM-41-1290





NOTES

For Explanation of Symbols, see 526-412-6449
For Notes and Pipe Classification, see 526-412-6450

10-16-67
0-18-726

ALWAYS THINK SAFETY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WEBER BASIN PROJECT - UTAH

WEST FARMINGTON LATERALS - SCHEDULE II
LATERAL 1.8R-0.01L
STATION 4+00 TO STATION 32+00
PLAN AND PROFILE

DRAWN A.D.W. SUBMITTED
TRACED RECOMMENDED
CHECKED B.J.S. - S.E.K.P.A. APPROVED

WEBER BASIN PROJECTS OFFICE-OGDEN, UT.
SHEET 2 OF 11 SHEETS 526-412-6451

Exhibit C Page 3 of 4

DRAFT FARMINGTON CITY – CITY COUNCIL

MINUTES July 16, 2024

WORK SESSION

Present:

City Manager Brigham Mellor,
Mayor Pro Tempore/Councilmember Alex Leeman,
Councilmember Roger Child,
Councilmember Scott Isaacson,
Councilmember Melissa Layton,
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, and
City Lobbyist Eric Isom.

Mayor Pro Tempore/Councilmember **Alex Leeman** called the work session to order at 6:02 p.m. Mayor **Brett Anderson** was excused.

CW URBAN DISCUSSION OF CONDITIONS FOR DEVELOPMENT OF THE CHARLOTTE

CW Urban representatives said nothing is changing, as they are using the same site plan that was approved in the Development Agreement (DA). One condition put on the approval was that residential would depend on commercial. That condition hadn't been brought up before April 9, 2024, and their company has been in collaboration since. They went to both the bank and capital partners to see if they could get construction financing to start moving on the project. There isn't a bank that would even begin financing the horizontal improvements because CW doesn't control the commercial land; **Todd Jones** does.

CW Urban is here today because they want an option to begin horizontal improvements on the site so that it can be accessible. That would include curb cuts, sidewalks, etc. They have an agreement to provide all the horizontal improvements. They want to do residential before commercial, but they will still be on the hook for horizontal improvements. They are asking that the Council amend the motion because they can't get a lender for a loan that is tied to a building permit for land that they don't control.

Councilmember **Amy Shumway** said the City has been burned before when allowing residential before commercial development. For example, there is Farmington Crossing as well as townhomes that went in and there is still no hotel. Her feeling is they don't allow residential before commercial in this case.

Councilmember **Scott Isaacson** said he understands the applicants' trouble. It was not a good idea then, and he doesn't feel it makes sense to him now. CW is suffering now because of that.

Assistant Community Development Director/City Planner **Lyle Gibson** provided an update on the reception center. **Brett Jones**, the nephew of **Todd Jones**, the person interacting with Staff for this project lately, is working on civil engineering, and he wants a site plan as quickly as possible. The reception center is coming forward soon for preliminary plat, as they want to pull

the building permit as soon as possible. CW Urban doesn't control that project, and there are a lot of variables. The reception center could pull a building permit as quickly as next month, but it may take longer.

Councilmember **Roger Child** said he speaks after 30 years of doing development. What is proposed for the commercial are unanchored, finished pads. Typically buyers want to see anchored pads, meaning they can see the nearby Walmart or Home Depot. They are scared of unanchored, unfinished raw ground. It is a chicken or egg issue right now, as the applicant can't even market to a finished pad user right now. Therefore, he is resistant. There needs to be something buyers can look at. If there was a big box anchor there, it would be a different story. Potential users need a concept of what their neighbors will be. Burke Lane doesn't have traffic yet; they are just hoping it will someday. Farmington should work with the applicant to do development in phases. They need to put in the horizontal construction and pads to get people to come look.

Child said Farmington wants the best commercial users to come in and buy these pads, and that requires a concept to look at. Maybe they could put in a few units so potential commercial buyers can see what will be next to them. He doesn't suggest giving the applicants an open privilege to do everything, especially in this market. Interest rates are high, and people want to look, touch, and feel before they buy. Right now they are not lining up to buy. Farmington needs to be more flexible instead of offering an absolute "no," especially in this tough market.

City Manager **Brigham Mellor** said the City already has an agreement, but the City Council could amend it. City Attorney **Paul Roberts** agreed.

Isaacson said he can understand, and he thinks the Council agrees that they wouldn't have a problem with the applicants doing the horizontal roads and sidewalks. However, they are not going to get financing to do that. The dilemma lies in the lending, and he can understand the bank saying "no."

Child said the applicants come with good intent. They have a partial commercial user with the reception center, so the Council ought to be able to give them the ability to build the equivalent of residential. He feels a structure could be determined that would make finance companies happy.

Leeman said this has already been through the process, which is part of his gripe. These things were supposed to have been considered before the original DA was put in place a year or two ago, so this is frustrating. Why wasn't this being discussed a few years ago?

Child replied that it is a totally different marketplace today than it was two years ago. That is also the reason why Farmington has been getting zero building permits pulled in the last several years.

Isaacson said the condition to say they couldn't start residential until a commercial building permit is pulled was added at the last second. However, the Council has always had the same concern that they are raising today: they don't want to see only residential going in there for many reasons.

They aren't asking for more density, and the condition calling for commercial first didn't come up until the end of a long meeting. It only came up after the motion had been started.

Shumway noted that the underlying zone doesn't allow residential at all, and granting such would be at the full discretion of the Council.

CW Urban said there are a lot of grade changes going on to the creek. They want to get attractive commercial users, and they understand that Farmington has been burned with previous projects that get residential before commercial. That hesitancy has always been clear.

Mellor said the item may be on an upcoming Council agenda at the end of August. The first Council meeting in August will be the Truth in Taxation. By then, there may be a better understanding about the reception center.

Isaacson advised the Staff to make the reception center application a priority while simultaneously not cutting corners.

ALL WEST UPDATE AND PERMIT FEE DISCUSSION

Mellor said it is his understanding that there have been issues with excavation permits.

Kirk Zerkle, All West Chief Operating Officer (COO), addressed the Council. He moved to Utah from Huntsville, Alabama, three months ago in order to come help drive the customer experience. He said much progress has been made in Farmington, with 16 of 19 service areas done, and one more under construction. He said there are small quadrants of the City that don't have the density needed for proper payback. All West has invested $14 million in Farmington, not counting the investment needed to install to customers' homes. All West recently opened an Ogden office to support everything on the Wasatch Front. Penetration has already been strong in Farmington without All West implementing marketing strategies. After six months, penetration has been in the mid 20s without marketing. All West's models are at 40% penetration at the end of five years. They have been selling for three weeks in Ogden and Herriman, and will bring the same team to sell in Farmington as well.

Installation time frames have been a challenge. Time is added when Blue Stakes has to be called in for safety of not hitting gas lines. The permitting process also takes up time. All West is paying a $70 fee for each permit to go to each customer's home, even when there is only a 1 to 1.5 feet of disturbance to the easement. **Zerkle** asked for no fees for the first year post activation, as they didn't have that requirement while construction was going on.

Public Works Director **Larry Famuliner** said during the construction phase, hooking homeowners up to the service while crews were already out there was not a big deal. Now it will be opening a new hole, which causes a trip hazard, and then going back out to make sure things get put back and everything is safe. City Staff incurs expenses when coming back again, compared to the initial year when Staff was often on site anyway. Bundling connections could help reduce expenses, as Staff would only have to come out once instead of five times for five different connections. That is the only way expenses could be curbed. When door-to-door crews come selling the service in the future, they could create areas to bundle.

Zerkle said All West could attempt to bundle, but customer demand doesn't always follow in that way. He said Farmington is the only city charging permit fees, and they are constructing in five communities right now along the Wasatch Front. All West may have to pass the $70 fee on to the customers, although they don't want to. Otherwise they will have to absorb that cost, even though they are already absorbing the $700 drop cost per customer. All West is in 10 months

before having to pay for drops, and that doesn't include the initial $14 million investment. All West is aggressively trying to get their sales and marketing team going. Farmington is the first entire community they have constructed, so Farmington is All West's "poster child."

Mellor said if the Council waives the permit fees for All West, they will have to waive it for everyone. Otherwise, Farmington would be seen as subsidizing All West. **Roberts** said Farmington has to be equal to all providers. **Leeman** suggested that Staff come up with a fee schedule to charge one fee for multiple encroachments in a small period of time. Farmington wants to support All West as much as possible, and they need time to figure out the best way.

Zerkle said some other communities have done a blanket PO to minimize the administrative components. This is another scenario that has been used in other communities that helps subsidize the cost to the local community.

Roberts noted that Farmington cannot make a profit on the fees they charge.

Isaacson said he understood that All West's agreement was that they would service every Farmington resident, and go to every home. Farmington talked to a lot of providers before they decided to have All West, and he is concerned when he hears there are areas where All West will not be going. **Zerkle** said it is only small pockets.

Famuliner asked All West to help Farmington help them. If they could break the City into four quadrants, and have their team go out to work in tighter areas, it would be more cost effective for Blue Stakes, backfilling holes, and laying sod. Sending in 10 permits instead of one is preferred. It has to be more efficient. If the All West teams concentrate on areas so Farmington Staff could handle multiple sites at once, it would be better. **Mellor** said that a clustering element may be able to be figured out for the fee schedule.

Child said he signed up for All West months ago, and he was told that since the connection to his house is more than 100 feet and it is on a cul de sac, it would have to get engineered first. **Zerkle** said that changed a few weeks ago, and it should be handled differently soon.

Mellor said something has happened over the last year that has made things vastly differently. Residents had been complaining about All West construction, but now they are not. **Zerkle** said the difference was a change in contractors.

DISCUSSION OF REGULAR SESSION ITEMS UPON REQUEST

Shumway asked if a sidewalk would be put in to Eagle Bay after all the Evans property gets developed. **Mellor** said they could put sidewalks in there right now. **Gibson** said a ditch for both conveyance and retention is needed in the area, which would take more than just normal pipe. **Issacson** said it is important residents in that area understand the importance of detention ponds and areas in preventing the flooding of nearby homes. There are wetland areas that are full of weeds, and residents complain about the rats and mosquitos they contain. It is a matter of education.

Leeman said this is not a simple Eagle Scout project; it is a $1 million issue that the City doesn't have the budget to handle. If residents want to purchase the ground, it will take 13 landowners $100,000 each, and they would have to give access to the City whenever it wants. They now expect that they would each pay $10,000 for an extension of their backyard, the City would put the pipe in, and it will be easy. **Issacson** said the City doesn't usually run pipes under people's

private property anyway. **Famuliner** said it won't be 20-inch pipe; it has to be a massive cement culvert/tunnel like the one that was just painted. 99% of the time it will be empty, but it has to be there in case of a 100-year event. Homes can't be in the area where underground detention is needed.

Community Development Director **Dave Petersen** said the Planning Commission started talking about the idea of having for-sale Accessory Dwelling Units (ADUs) in January, and starting doing things about it in May. A subcommittee was set up with four Planning Commissioners and two City Councilmembers. It met twice. Staff met a lot with Commissioners **Frank Adams**, **John David Mortensen**, and **Kristen Sherlock**. This has been thoroughly vetted by the Planning Commission.

The subcommittee considered three ownership options. First is a land lease, like a mobile home park, which was pretty much shot down. One entity would own the land, and another would own the ADU. The ADU would then be considered a depreciating asset, and lenders do not finance depreciating assets. Staff and the subcommittee were cautioned by many not to embrace this option. Second is a condo situation that would require establishment of a Homeowner's Association (HOA). It would be fine to have on the books, but likely no one would use it. Therefore, the subcommittee abandoned that option. Third was owning the land, which got the eventual thumbs up.

REGULAR SESSION

Present:

City Manager Brigham Mellor,
Mayor Pro Tempore/Councilmember Alex Leeman,
Councilmember Roger Child,
Councilmember Scott Isaacson,
Councilmember Melissa Layton,
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
Youth City Councilmember Davis Stewart.

CALL TO ORDER:

Mayor Pro Tempore/Councilmember **Alex Leeman** called the meeting to order at 7:04 p.m. Mayor **Brett Anderson** was excused.

Councilmember **Amy Shumway** offered the invocation, and the Pledge of Allegiance was led by City Manager **Brigham Mellor**.

BUSINESS:

Consideration of an amendment to the Development Agreement for the Gatrell Gardens PUD Subdivision to include elements related to a Pioneering Agreement

Assistant Community Development Director/City Planner **Lyle Gibson** presented this agenda item. This property is on 100 West north of State Street and has been before both the City Council and Planning Commission, which approved the configuration and number of homes. The City Council approved the Development Agreement (DA) for the Gatrell Garden Planned Unit Development (PUD) Subdivision in December of 2023. The development proposal has remained consistent, except that two of the lots of the property owned by the Fadel Family are now proposed to be developed at a future date. For now they will remain as parcels that can become buildable lots with a future plat amendment.

Because of this timing, a Pioneering Agreement is proposed enabling the Pioneering Developer to be compensated for a portion of the improvements which benefit the Fadel property. Rather than have a separate Pioneering Agreement, it was determined by Staff and the parties involved that it may be cleaner to have these terms within the DA.

Gibson said the development team has been working with Staff on engineering details while moving through preliminary plat. With the proposed agreement, Fadels will get access and utilities for when they are ready to connect in the future. Prior to Fadels developing their property, the developer will have put in a lot of cost, so it is appropriate to include terms of the Pioneering Agreement as part of the DA. This doesn't change what they can build; it is just a twist to the story. Staff is comfortable recommending the proposed agreement.

As part of the Planning Commission's motion, they approved the preliminary plat and recommended language for the City Council to consider. **Gibson** passed out a draft that was not included in the original packet. The language marked in blue was added by the Planning

Commission for clarification. The legal experts on the Commission thought it would be useful for the Council to have on hand. Councilmember **Scott Isaacson** noted that the word "Owner" needs to be capitalized, as "Owner" is a defined term. Councilmember **Roger Child** said the Fadel property is benefiting from the access point to the back of the property including road, curb, gutter, sewer laterals, etc.

The developer said the Fadels will have to create their own drainage, as well as tear up the landscaping to install sewer and water to their property when it is time. The Fadels read through this and they are O.K. with it. It is a cost the developer has incurred whether or not the Fadels develop in the future or not.

Gibson said the Fadels are party to the agreement and will have to sign it as well. **Child** said he knows the Fadels are not interested in developing, but the City wanted to be able to have them stubbed into the property. He said 15 years can come and go pretty quickly, and in that time the Fadels may not be economically motivated to sell or develop. The current owners aren't interested in building, but their children may be when they inherit the land. **Cal Fadel** has recently passed away.

The developer said the Fadels could get access off State Street, but they would have to tear down their pool and pool house. They have been dealing with **Cal**'s sons, who do have intention to develop in the future.

Motion:

Child moved that the City Council approve the proposed changes to the Development Agreement for the Gatrell Gardens PUD Subdivision, including Finding, inclusive of the language in the last packet received from **Gibson**, with the proposed minor changes as recommended by **Isaacson**.

Finding 1:

1. The proposed changes do not modify allowed use or configuration of the project and create a fair arrangement for cost sharing following allowed process in Section 12-6-090 of the Farmington City Ordinances.

Shumway seconded the motion. All Council members voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Alex Leeman	**X** Aye ____ Nay
Councilmember Roger Child	**X** Aye ____ Nay
Councilmember Scott Isaacson	**X** Aye ____ Nay
Councilmember Melissa Layton	**X** Aye ____ Nay
Councilmember Amy Shumway	**X** Aye ____ Nay

Consideration of a Code Text Change Proposal related to Accessory Dwelling Units (ADUs) – Multiple Sections of the Zoning Ordinance

Community Development Director **Dave Petersen** presented this agenda item. He started the introduction of this item in the previous work session. This is about fee title ownership of both the land and building. Already, Farmington has been allowing both Option A and Option B since 2002; state code now requires it. Option A is a Single-Family (SF) home with an Internal

Accessory Dwelling Unit (IADU). Option B is a SF home with a Detached Accessory Dwelling Unit (DADU). In both cases, the owner must live on site, and this has always been a requirement. **Petersen** said Farmington has 22 years of experience dealing with IADUs and DADUs.

Proposed is Option C and D, where the ADU would get its own lot and then be known as a Subordinate Single-Family (SSF) dwelling not accessory to anything anymore and able to have its own ownership. For both options, the owner must live on site for the first two years, something that is hoped will discourage large investors. This will help people get a start on equity.

During subcommittee review, Planning Commissioner **Kristen Sherlock** questioned if it is constitutional to require ownership. When City Attorney **Paul Roberts** reviewed it, he determined it would be acceptable to courts if ownership was only required for a short period of time. Proposals started at five years and was eventually whittled down to two years.

In Option C, the SSF owner must live on site for the first two years. The DADU/SSF parcel together with the SF have to meet the City standards for the DADU for lot lines, access, utility, and parking easements, etc. The parcels together must be more than 10,000 square feet. The SF lot owner need not live on site. It may result in some flag lots with minimum frontage.

Option D is proposed as an SSF and a SF that has an IADU. The SSF lot must be larger than 2,500 square feet while the SSF + IADU lot must be at least 6,000 square feet; both together is proposed to be at least 10,000 square feet. The SSF owner must live on-site for the first two years while the SF + IADU lot owner must live on site. **Gibson** noted that the difference between Option C and D is that Option D would have three families, and Option C would have two families.

Leeman said any lot zoned agriculture estate could come in and do this with all internal lots, which would double the density. He speculated that new development could plan to do this from the beginning, planning and building appropriately so each new lot could eventually be split into two lots. **Shumway** noted that not everyone wants an ADU. **Leeman** said developers would be happy to cram in as many flag lots as possible in a subdivision if Farmington lets them.

Roberts noted that even now, any SF lot can have a DADU with one family living in it, so developers can plan for it. **Leeman** said the fact that it has to be owner-occupied for a few years is different from a person developing from scratch.

Petersen said a developer cannot divide land initially due to the owner-occupation requirement. Subdivision will occur sometime between the building permit and occupancy. The ADU has to be subordinate to something to begin with. It is difficult to do if the owner is not patient and in it for the long haul, because the subdivision process is done after the fact. The two housing units have to have separate utilities. Farmington is experimenting with this right now.

Child said if someone platted a subdivision just right that DADUs would be allowed eventually, it could be used in marketing. The utilities could be stubbed to be available in the future. It could be an affordability play for the buyers.

Petersen said in 1999, Farmington down-zoned the whole City, then told developers that in order to get the density back, they would have to give open space or trails. That was later flipped

to historic preservation, and now to affordable housing. A fee in lieu can also be paid instead. He shared an example of a property owner planning 16 spacious lots, 10% of which would be required for affordable housing. A friend told him about DADUs, and he plans to plat two lots as DADU lots right off the bat. Since the ordinance doesn't allow that, they could come in as a Planned Unit Development (PUD), which allows deviation from the standards of the underlying zone. Nine of the 16 lots are corner lots that could later become DADU lots.

Isaacson made the philosophical point that when whole cities are developed, things such as schools, roads, parking, utilities are made allowing for a certain amount. Allowing DADUs will have all kinds of impacts Farmington wasn't planning for. This is happening all over and is not unique to Farmington since everyone is trying to solve the housing crisis. There will be unintended consequences.

Petersen said when local streets were built in subdivisions, the capacity was determined at 3,000 cars per day. Today, these roads are way underutilized and significantly so. The general vibe is that it will take long to infill while household sizes have plummeted in recent years and continue to do so, making the population decrease overall.

Leeman said his first reaction was not only "no," but "hell no." He would mind it less in a new development PUD where people buying in know and plan for that kind of density. When elected officials first reviewed the ADU ordinance that has been on the books for years, they were concerned about changing the character of existing neighborhoods. He doesn't want someone to build an accessory unit, just to subdivide it and rent out both. It needs to be managed and not go sideways on the neighbors. Changing the character of an existing neighborhood was a big concern. His concern is about owner occupation. Option C does not require the SF to be owner occupied in order to have an SSF. Option D requires an owner to live on site in order to get the IADU, which would equal three total dwelling units.

Leeman said there is stuff all over Farmington ordinances trying to eliminate flag lots, but now this proposed language would allow more. The City would end up with 1,500 square foot lots with zero setbacks. There is no way he wants this to go into existing single-family neighborhoods with density constraints where people bought in expecting a certain kind of space. He couldn't vote for this. However, he wants to hear from the Councilmembers who were on the subcommittee.

Petersen emphasized that DADUs are already allowed in any single family zone. The question is actual density. There is nothing in City ordinance right now about the height of DADUs or the option to give people equity for them.

Leeman said a neighborhood is designed for a certain density. The proposed text change will allow double the amount of cars, etc., which could have negative effects. When an owner is living on site, they are dedicated to the neighborhood because they live there. This results in better management. It protects the surrounding residents from the effects of double the density.

Roberts said he has seen owner-occupied properties that are not well kept, and he has seen rental properties that are well kept. Therefore, owner-occupied vs. rentals isn't always a good metric. It is a management issue. The point is, DADUs are currently allowed. As things stand currently in the market, people can't get into housing, period. Farmington's median home price is high, and people can't break into their first home here. There is a whole generation that needs help

getting started in ownership. When investors buy everything up, everyone else will only be renters. That is where we are. The City is trying to solve a problem, and trying to help those trying to break into the housing market to build equity. First home ownership is nonexistent on the Wasatch Front and is the biggest crisis facing Utah. Saying you can never rent an ADU is too difficult and toes the line of constitutionality.

Shumway said two years is too long for a corporate investor. The initial two-year ownership requirement would discourage them. She said because of life and job changes, it is difficult for one family to stay in the same house. It is not typical.

Roberts said it is a constitutional issue, one which Provo grappled with 25 years ago. With nearby Brigham Young University (BYU), many homeowners were renting out portions of their homes to students. There was an overwhelming need for student housing in the area. Provo required an owner to occupy the home in order to rent out any other part of the home, and the Utah Supreme Court upheld the ordinance. Therefore, two years feels like a good number.

Leeman said he is sympathetic to affordability issues, but he would be more tolerant to DADU ownership in a new development. Overlaying this on to an existing neighborhood is a problem.

Child said he sat on the subcommittee and helped generate this concept. Having married off his last child last week, he is now an empty nester living in the old part of Farmington. All except his youngest child have had to move away due to housing affordability challenges. He has a child who is a fireman paramedic who works in Weber County but commutes from Evanston, Wyoming, in order to afford a home. His other children are school teachers, and one lives in a horrific neighborhood in Downtown Ogden in order to afford housing. Housing affordability is a critical issue, and those solving it have to think outside the box. The families in Downtown Farmington are getting older, and children are moving back due to housing affordability, divorces, etc. Family sizes are decreasing. Five to eight children were raised in older homes. Families now have one to three children. His neighborhood has lots that are 1.3 to 0.5 acres in size, and most of them let portions of their yards go to weeds because the lots are too big for them to continue managing. His own lot is too large for him. He is looking at the possibility of downsizing his housing in order to age in place.

Neighborhoods now are becoming gentrified, and not a single young family can afford to move in. Filled with empty-nesters, Farmington neighborhoods and communities are going dead. Davis School District might as well build portable schools because neighborhoods grow and shrink. Single families can't afford the homes. Neighborhoods are happier and healthier when there is a mixture of economic strata. There is a better quality of life.

Since 2002, there have only been 18 ADU permits pulled in Farmington. Therefore, he doesn't think it will sweep across the City quickly. He has driven to find the 18 ADUs on record with the City, and they are attractive and nice, not a deterrent. This is the answer in his neighborhood. The lots are too big for older people to maintain, and they currently cannot age in place.

Leeman said maybe his issue is the size of the lot it would be allowed on. He is fine with half an acre.

Child said he lives in a 4,000 square foot house, which is too big for an empty nester. He wants to build an ADU on his property and live in it, which would allow him to stay in his neighborhood. If he was going to live in it himself, he would invest more to make it a nice

DADU. If there is an ability to sell it off, it would be a good option for a new couple to buy. Ownership is the key to value enhancement. Selling a one- to two-bedroom DADU off to a young couple is a phenomenal way to get a start in Farmington. Generally what has happened is the parents move out of the big house and into the DADU, giving the children the big house. The DADU could even be a pool house. All his neighbors are moving out of their homes because they can't maintain their large lots.

He does have some concerns with the proposed ordinance. There needs to be setback and height requirements to make sure people are not looking into someone's backyard. Protecting existing neighbors is an issue of design. Driveways should not be against the property line, but off it by at least 6 feet.

Child said that in his mind, the DADU concept is the wave of the future. As he travels the world, this is the only solution he sees: the ability to have multiple units on large lots. The proposal is both lots to be 10,000 square feet before subdividing. If other Councilmembers want to increase that, more power to them. After being split, a 2,500 square foot lot is fine in his opinion.

Isaacson said that when he first moved to his home in Western Farmington, he felt he had moved to the country. However, he doesn't live in the country anymore. Change is hard. The single-family house to the north of him was owned by someone in the military, and it was rented out to three families over time. Some of the renters were difficult renters with wild parties and pig pens. At one point, he considered buying it to stop bad renters because the owner was not careful who he rented it out to. He thinks **Leeman**'s concerns are legitimate. However, sometimes owners don't care for their own property. He expects to see infill in the future. This is the direction cities are headed, which means more density. The bottom line is he can see the need for this. He is a little sad, and can understand the associated concerns. It would be nice to turn the clock back and be farmers, but that is not the reality.

Isaacson said he was recently at an event in Alpine, Utah, where one lot had a preserved original pioneer cabin, a framed farm house, and a big modern house. The owner pointed out that 10 children were raised in the cabin, six in the farmhouse, and two in the modern house. That is the reality of what is happening and change is hard. However, he accepts it.

Leeman said it is not a renter/owner issue. The concern is more when you move in, you count on a bit of buffer zone between you and your neighbor because your lots are a certain size. You count on elbow room, and it shouldn't be taken away. It needs to be done in a way to protect people from the bad owner or renter. Maybe the way to deal with that is if the lot were of sufficient size to provide protection from the occasional bad apple.

Isaacson said one of the Council's responsibilities is to respect and preserve citizens' rights to enjoy their own property. But times are changing. Here along the Wasatch Front, communities will evolve.

Child said he is the first generation to live off the farm. His parents advised him to get as much land as he could in order to have a garden in an urban area. However, society has grown away from large lots and they don't want to use their weekends to maintain and mow big yards anymore. There are so many big yards in Farmington that providing the ADU opportunity is a great solution.

Councilmember **Melissa Layton** said she has a friend who loves to say, "Problems don't kill deals; surprises do." She thinks the proposed lots sizes are a bit small for what is proposed. If it was on bigger lots with more elbow room, it would make people less nervous. Things are changing. She now has seven children ages 16 to 21, and they will be looking for jobs and houses in the near future. She wants them to live close by. If every house on her street had an ADU, it would make living in her cul de sac difficult because they would not have room for garbage cans and parking. She has nine cars now, and an ADU would produce another two cars. This could make things difficult for neighborhoods. Larger lots would have better luck because there would be more on-street parking and room for garbage cans. A DADU could provide a creative option that could be beneficial.

Shumway said she has a 10,000 square foot, corner lot, but her yard is awkward. There would be room to put a DADU on it, but it wouldn't work well for every 10,000 square foot lot. Of the 74 lots in her neighborhood, only three would be able to have DADUs. **Leeman** said in his neighborhood, there are 28 homes that are 10,000 square foot lots. This would turn his neighborhood upside down.

Petersen said there is room for compromise. The Council could ask for larger lots, corner lots, or a certain width in order to have an SSF. He noted that Staff met with **Chris Falk**, a commercial real estate agent, in February or March, to get his input. He said this is a great idea, but it is not going to get traction in Farmington because it doesn't have the market for it. Developers who tried to build first-time homes failed miserably because people come to Farmington for second homes. In the past, Farmington has had permits pulled for less than one ADU per year. **Petersen** suggested a sunset clause, essentially trying the new ordinance for three years followed by a review. Elements such as fencing, windows, and positioning would help encourage privacy and autonomy.

Youth City Councilmember **Davis Stewart** said this issue needs an interesting compromise. Setbacks would be important. Farmington needs a mix of housing opportunities. He would love not to rent when he becomes an adult, and also wants to stay local. He notices people are having to share houses lately. It is difficult to get homeownership in Utah.

Petersen said during subcommittee meetings, Commissioner **Sherlock** said ADUs are a great thing to add to Farmington because it increases younger people and energy in the neighborhoods. Because of ADUs, neighborhoods can become more vibrant.

Layton said when she used to live in St. George, Utah, her neighborhood had a lot of youth but no old people. Her neighborhood in Farmington has more older people and less younger people. ADUs would help bring a healthy mix to the City.

Child said his grandchildren are between the ages of 14 and 6 years old, and when his daughter lived in Holladay, Utah, there were no neighborhood children for his grandchildren to play with. They moved from Holladay just to live near more children. He pointed out that 60% of households in the Church of Jesus Christ of Latter-day Saints are single. **Child** said getting two lots out of one lot would take investment over time or development in stages.

Leeman said he appreciated hearing **Child**'s perspective tonight. He can get behind an idea like this. However, he cringes at allowing DADUs on 10,000 square foot lots. He can get behind

allowing them on 20,000 square foot lots, which would allow these homes to have the elbow room they expected when they moved in.

Shumway said she likes **Petersen**'s idea of trying this out for three years to see how it goes.

Child said what is magical is space; a DADU would only fit on a 10,000 square foot lot if the dimensions were right. It has to be a certain distance from the property line, and must be shorter in height the closer it gets to the neighbor. It would not be preferable to cram something big and tall next to the lot line.

Petersen said the minimum height of an DADU in the ordinance is 15 feet tall, and it is possible to get an exception from the Planning Commission that would allow for 18 feet at the peak of the roof. The DADU has to be subordinate in height and footprint to the main building, unless the existing building is less than 15 feet, then the DADU can go up to 15 feet. Farmington has been doing this for 22 years, and there are established standards such as setbacks.

Child said privacy is more about height and windows, so windows that would overlook neighbors could be restricted. Building a two-story DADU with no windows on the neighbor's side would produce more privacy. The devil is in the details.

Leeman asked about having to have a functioning DADU for two years before it can be split off into an SSF after having a public hearing. He wondered if that would help anything. **Shumway** said that may not help if the original owner bought it for affordability, then they would have to wait two years. She would rather have less restrictions and less micromanaging. **Layton** said she does like trying it out until a sunset date, and she doesn't think people will come knocking down the door to make DADUs. **Isaacson** said most people won't be aware of this ordinance unless it is publicized.

Leeman said it doesn't sound like the Council has a passable ordinance right now. He would like to send **Gibson** back to do revisions considering setbacks, building heights, increasing the lot size, and other requirements. **Shumway** said she is not for increasing the 10,000 square foot lot requirement, because every lot is shaped differently. She doesn't want to exclude people with 10,000 square foot lots where it would work. **Isaacson** said he agreed with **Shumway**. **Leeman** said there are differing opinions about what minimum sized lot this would work on. The Council needs to set a minimum lot size. To him, 10,000 square feet is too tight.

Child said he is fine with 10,000 square feet, as there are hoops to jump through based on details such as height, setback, parking, access, utilities, etc. It does need to be adaptable so it doesn't detract from the context of neighborhood.

Petersen said Farmington already has a tough parking ordinance set up. An IADU was conditional for a number of years until State code gave it to Staff. Farmington did not get many applications, and there may be many rouge IADUs. A DADU was conditional for a while. After the Planning Commission said all findings have been the same, they asked for Staff to take over. If things become routine, it is handed to Staff. He said standards take away judgement calls.

Leeman said part of this is a judgement call. The more judgment calls that are made, the less legislative it is. **Child** said the biggest hurdle is to find a 2,500 square foot lot that could be fully deeded without impacting the primary residence. The situation has to be so perfect. **Leeman** said it has to be perfectly really cramped and off the fence line.

Petersen said that in order to establish height standards decades ago, Staff looked around the area to see what "looked" appropriate. They can do the same with ADUs so that it would be easier to visualize for-sale units and then build standards and write code around that. It can be analyzed just like building height was. Staff needs to see real-life examples, taking care to be systematic and quantitative.

Leeman said that is a great idea. He lives on a 10,600 square foot lot. He can't imagine putting another shrunken lot on his property without it being right on top of his neighbors.

Petersen suggested that the Council change Option D to a third an acre instead. **Child** said it should be driven by the shape of the lot. There are lots with narrow frontage and super deep lots in the old part of town. There needs to be a minimum frontage or depth instead of a 10,000 square foot lot. **Shumway** said every lot's shape and size is different, and not everyone should be put in a box. **Isaacson** said very few people on a 10,000 square foot lot would qualify. **Layton** said she would rather see it done right than just pass it.

Mellor said this has been a good discussion, and that the Council spent only a fraction of the amount of time the Planning Commission spent on it. **Petersen** said the Council used to be the land use authority, or "decider," on plat amendments, but now it is reviewed by the Planning Commission. Staff is proposing the subdivision and ADU process to be administrative.

Motion:

Shumway moved that the City Council approve the enabling ordinance (enclosed in the Staff Report) amending or enacting Sections 11-2-020, 11-28-200, 11-10-040, 11-11-060, 11-11-070, 11-13-050, 11-13-060, 11-17-050, and 11-32-060 of the Zoning Ordinance; with Findings 1-5; changing the D Proposal to be 12,000 square feet; and also putting a three-year sunset on it, at which time it would be reviewed.

Findings 1-5:

1. The State of Utah and much of the country are experiencing an unprecedented housing shortage. Much is being done to provide affordable "for rent" units but little is being done to create affordable owner-occupied dwellings. The amendment enables opportunities to increase affordable "for sale" housing supply, and will provide low to moderate income households the possibility of realizing equity as part of their housing expenses.
2. The proposed changes support and implement objectives of the City's Affordable Housing Plan—an element of the General Plan.
3. Ownership will not impact the look and feel of Farmington's neighborhoods as renter occupied Accessory Dwelling Units (ADUs) are already a permitted use in the City's agriculture and residential zones, and one cannot differentiate a "renter" from an "owner;" moreover, owner occupancy often enhances property values.
4. Utility and public service providers, the City Engineer, and City's Building Official have reviewed the amendments and found them consistent with standards and day-to-day operations of their respective entities.
5. Many of the changes clarify and/or memorialize long-held practices and interpretations by the City.

Child seconded the motion, which passed with a 4-1 vote.

Mayor Pro Tempore/Councilmember Alex Leeman	____Aye **X** Nay
Councilmember Roger Child	**X** Aye ____ Nay
Councilmember Scott Isaacson	**X** Aye ____ Nay
Councilmember Melissa Layton	**X** Aye ____ Nay
Councilmember Amy Shumway	**X** Aye ____ Nay

Councilmembers noted that the second line of paragraph 6 on page 33 of the packet should read "or if," not "of if."

SUMMARY ACTION:

Minute Motion Approving Summary Action List

The Council considered the Summary Action List including:

- Item 1: Consideration for additional text and changes to Title 12 Subdivision Regulations. **Isaacson** suggested a minor, non-substantive change: "oversite" should be "oversight." **Child** said "is" should be changed to "if."
- Item 2: Approval of Minutes for July 2, 2024. **Layton** asked to make a slight change to the minutes, siting reference to keeping "young children" safe around pools.

Motion:

Child moved to approve the Summary Action list items as noted in the Staff Report.

Layton seconded the motion. All Council members voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Alex Leeman	**X** Aye ____ Nay
Councilmember Roger Child	**X** Aye ____ Nay
Councilmember Scott Isaacson	**X** Aye ____ Nay
Councilmember Melissa Layton	**X** Aye ____ Nay
Councilmember Amy Shumway	**X** Aye ____ Nay

GOVERNING BODY REPORTS:

City Manager Report

Mellor said Farmington has the first Housing and Transit Reinvestment Zone (HTRZ) in Davis County, after the City had to shrink a Community Reinvestment Area (CRA). Representatives of Davis County, the Utah Department of Transportation (UDOT), Utah Transit Authority (UTA), and the Davis County School District on the board were very complimentary of Farmington.

Some Staff are concerned about the safety of the City's reception area, although not everyone is in agreement. Some cities have their staff behind glass. Finance Director **Greg Davis** has looked into some options. **Mellor** said he is pushing back because it would affect the experience patrons have when visiting the City offices. He said most of the patrons coming in are elderly and hard of hearing. They are coming in for the one-on-one experience. While security can be handled administratively, he wanted to inform the Council because it could have a big impact.

Mayor and City Council Reports

Layton said Festival Days was fantastic. The parade went off without a hitch and City employees did a phenomenal job. **Mellor** said he appreciated the creative freedom to try something different with the carnival, although City employees are divided on the outcome. **Shumway** said the carnival lights at night were cool, but may not have been worth the cost. **Isaacson** said many residents didn't want to go to the carnival because they could go to nearby Lagoon instead.

Isaacson promised the jazz band director that he would recommend to the Council that the group comes back for the next Festival Days. **Child** said they were better than the featured number. **Mellor** said he and Event Coordinator **Tia Uzelac** will be offering their compliments for the band's referral.

Layton said she noticed an advertisement for a community police BBQ while in Orem lately. The community comes out to meet the police. She thinks this may be a good idea to use in Farmington, especially with the proposed increase in taxes that will fund increased police wages. In Farmington, the Fire Department holds an open house, but the Police Department doesn't.

Isaacson mentioned the recent 3.5-hour long mosquito abatement meeting where it was obvious a Syracuse City Councilmember and the Syracuse Mayor didn't agree on an item that could be seen as benefitting only one company, in this case Costco. The item was tabled on an 8-3 vote.

Isaacson said there has been an increase in speeding on 1100 West. Recently he noticed three cars racing side-by-side in the evening. While the speed limit is 35 miles per hour, it is a wide open road.

Leeman said Festival Days was awesome. Employees were working a long day, from 6 a.m. to midnight, all with smiles on their faces. A radio station host attending said that it was one of the best kept secrets in Utah.

Isaacson said he is not sure the crowds knew the Councilmembers were riding on the fire truck during the parade or serving breakfast. **Mellor** said a banner failed to be used on the fire truck.

Layton said the Youth City Councilmembers taking tickets and money for the breakfast had some feedback. There were not signs displaying the price, and people were getting mad thinking they could get five tickets for $20. Having Venmo would help.

Mellor said Venmo is problematic. If the City could have Venmo, it would make the Park Department employees happy. He will look into it again. He said it would be good to raise the price of the race $5 next year. This year the cost of breakfast was included in the cost of the race ticket.

Leeman said the fire fighters won the baseball game against the Police Department fair and square. It was a good game to the end, although there were not many spectators aside from family members. Next year they could possibly increase the number of spectators and make more of an event of it. He said many people didn't know about the Festival Days events, and a banner announcing Festival Days could have been placed near Cabela's as a community announcement. **Mellor** noted that only residents who get a utility bill get the City newsletter, so many renters may not be aware of the event.

Leeman asked about scheduling a West Davis Corridor (WDC) betterment meeting. **Mellor** answered that he is wanting to include other neighborhoods instead of just The Ranches, and he is shooting for a meeting in August. The property still has not been deeded to Farmington for the detention basin, roundabout, and Right of Way. He is not sure what the hold-up is, and will talk to Assistant City Manager/City Engineer **Chad Boshell** about it.

Child said there are two big parcels on Main Street that are up for sale, and someone has approached him asking about the possible density on them. People are asking about the density between Park Lane and Shepard on the east side, so an application may be forthcoming. It is Large Residential (LR) right now.

ADJOURNMENT

Motion:

Child made a motion to adjourn the meeting at 9:56 p.m.

Shumway seconded the motion. All Council members voted in favor, as there was no opposing vote.

Mayor Pro Tempore/Councilmember Alex Leeman	**X** Aye ____ Nay
Councilmember Roger Child	**X** Aye ____ Nay
Councilmember Scott Isaacson	**X** Aye ____ Nay
Councilmember Melissa Layton	**X** Aye ____ Nay
Councilmember Amy Shumway	**X** Aye ____ Nay

_____

DeAnn Carlile, Recorder