WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to discuss the Farmington Creek Trail and to answer any questions the City Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING
NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, November 13, 2018, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

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

The agenda for the meeting shall be as follows:

CALL TO ORDER:

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

PUBLIC HEARINGS:

7:05 Ordinance Adopting the North Station Community Reinvestment Area 1 (CRA1) Project Area Plan

7:10 Ordinance Adopting the North Station Community Reinvestment Area 2 (CRA2) Project Area Plan

7:15 Rezone of 19.24 acres located at the northeast corner of Burke Lane and 1525 West to OMU

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

8:00 Resolution Granting Consent to the Farmington City Redevelopment Agency to Receive Tax Increment for the Farmington North Station Community Reinvestment Area 1 (CRA1)

8:05 Resolution Granting Consent to the Farmington City Redevelopment Agency to Receive Tax Increment for the Farmington North Station Community Reinvestment Area 2 (CRA2)

8:10 Schematic Subdivision Creekside Manor

NEW BUSINESS:

8:20 Ordinance Amending Provisions of the City Code relating to the Use of Public Rights of Way and Franchise Agreements (Title 9 Chapter 4)

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

8:30 Minute Motion Approving Summary Action List

1. Franchise Agreement with First Digital Telecom
2. Approval of Minutes from November 13, 2018
3. UTA Shuttle Service Agreement
4. Park Lane Commons Parcel B Plat Amendment
5. Resolution Amending the Consolidated Fee Schedule related to Pool Rentals
6. Surplus Property - Trailer

DISCUSSION ITEMS:

8:35 ISO

GOVERNING BODY REPORTS:

8:50 City Manager Report

1. Building Activity Report for September

8:55 Mayor Talbot & City Council Reports

ADJOURN

CLOSED SESSION

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

DATED this 8th day of November, 2018.

FARMINGTON CITY CORPORATION

By: Holly Gadd
Holly Gadd, City Recorder

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

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

CITY COUNCIL AGENDA

For Council Meeting:
November 13, 2018

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

ACTION TO BE CONSIDERED:

It is requested the City Councilmember Doug Anderson give the invocation to the Meeting and it is requested that City Councilmember Rebecca Wayment lead the audience In the Pledge of Allegiance.

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

CITY COUNCIL AGENDA

For Council Meeting:
November 13, 2018

PUBLIC HEARING: Ordinance Adopting the North Station CRA1 Project Area Plan

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. Move that the City Council approve the ordinance authorizing the adoption of the North Station CRA1.

GENERAL INFORMATION:

See enclosed staff report prepared by Brigham Mellor, Economic Development Director.

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

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

HISTORIC BEGINNINGS · 1847

City Council Staff Report

To: Honorable Mayor and City Council

From: Brigham Mellor, Economic Development Director

Date: November 13, 2018

SUBJECT: **Adopt the North Station CRA 1 project area plan by Ordinance**

RECOMMENDATION

Hold public hearing

And

Move that the City Council approve the included ordinance authorizing the adoption of North Station CRA 1

BACKGROUND

In an attempt to fund infrastructure in the future business park the city authorized back in August 2018 the creation of the North Station CRA 1 tax increment financing jurisdiction per Utah Code 17c chapter 5. This meant going to each tax collecting entity which has a mill levy in the jurisdiction and asking for their participation in sharing future tax increment in the area we have agreed to a cap ($20.5 million), a term (20 years), boundary, a base year (2018), a trigger date (no later than 2024), and a percentage of (70%). The plan included is the product of those discussions. State law requires that the project area plan be adopted by the council.

Findings for Approval

1. The Project area plan is consistent with the general plan
2. The project area plan follows the 2016 North Station Small Area Master Plan

Applicable Ordinances

1. Title 17C, Chapter 5 Utah Code (Community Reinvestment Areas)

Respectfully Submitted

Brigham Mellor
Economic Development Director

Concur

Dave Millheim
City Manager

160 S MAIN · P.O. BOX 160 · FARMINGTON, UT 84025
PHONE (801) 451-2383 · FAX (801) 451-2747
www.farmington.utah.gov

FARMINGTON, UTAH

ORDINANCE NO. 2018 -

AN ORDINANCE ADOPTING THE NORTH STATION CRA 1 PROJECT AREA PLAN

WHEREAS, Pursuant to the provisions of §17C-5-103 et seq. of the Limited Purpose Local Government Entities Community Development and Renewal Agencies Act, the governing body of the Redevelopment Agency of Farmington City authorized the preparation of a draft community development project area plan August 21st 2018; and

WHEREAS, to the provisions of §17C-5-104(3)(b) and (c) of the Act, the Agency made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the Plan hearing and will hold a public hearing on the draft Plan on November 2nd, 2018 and

WHEREAS, to the provisions of §17C-5-103 (1)(a) of the Act, on the Agency's own motion, the Agency selected the Project Area hereinafter described comprising all or part of the proposed survey area.

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

Section 1. North Station CRA 1. The Farmington City council hereby formally adopts the North Station CRA 1 Project Area Plan. Dated November 1, 2018

Section 3. Effective Date. This ordinance shall take effect immediately.

DATED this 13th day of November, 2018.

FARMINGTON CITY

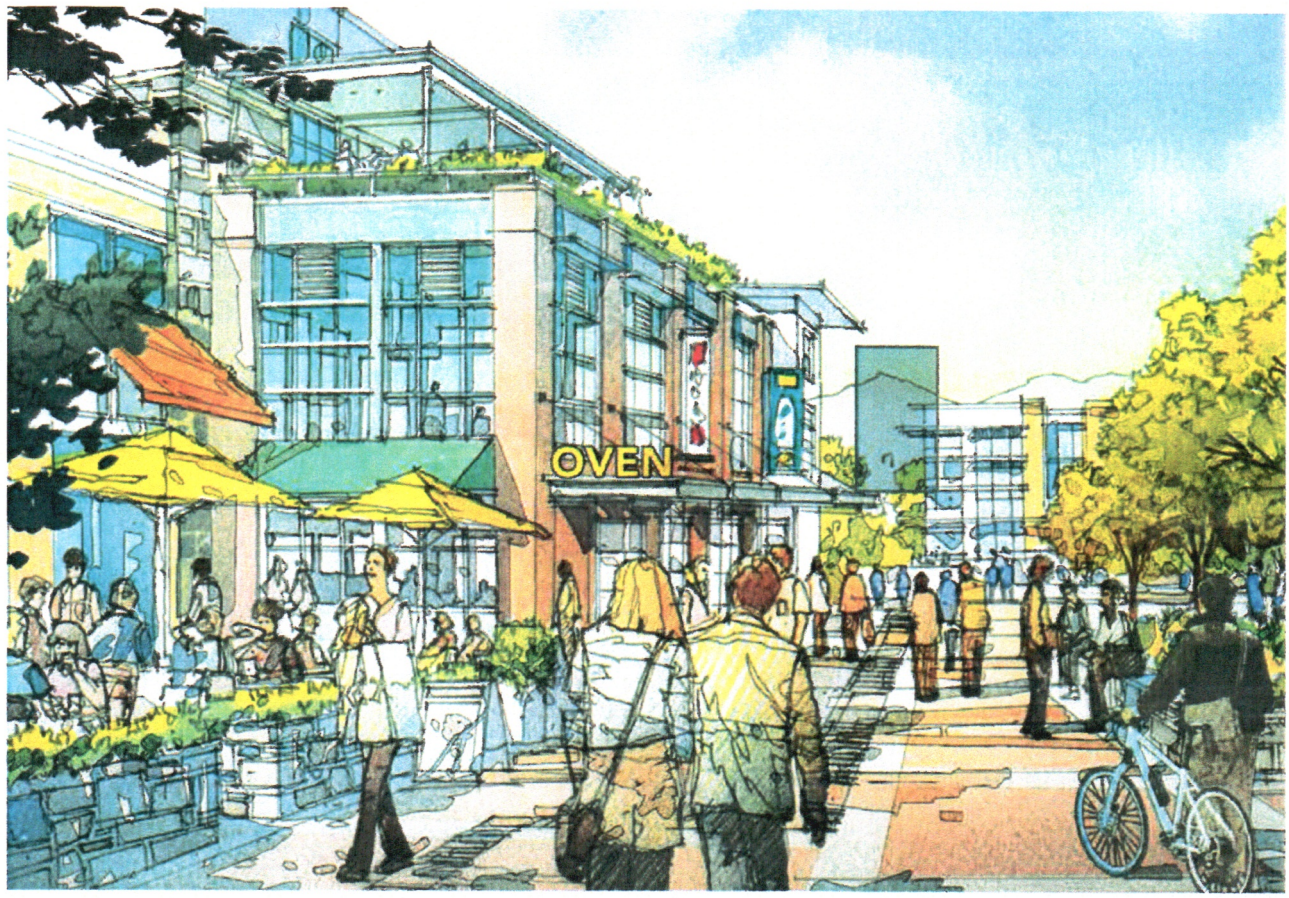
_____

H. James Talbot
Mayor

ATTEST:

_____

Holly Gadd
City Recorder



Redevelopment Agency of Farmington City

Farmington North Station #1 Community Reinvestment Project Area Plan

November 1, 2018

FARMINGTON

ECONOMIC DEVELOPMENT

"Economic Development provides the basis that allows every American an unfettered chance in the race of life..."

- Abraham Lincoln

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FARMINGTON CITY NORTH STATION 1 CRA PROJECT AREA PLAN

The Agency, following thorough consideration of the needs and desires of the City and its residents, as well as the need and capacity for new development, has carefully crafted this Farmington City Community Development Project Area Plan ("Plan") for the Farmington North Station Community Reinvestment Project Area ("Project Area").

In accordance with the terms of this Plan, the Agency will encourage, promote and provide the development with a mix of uses. The North Station 1 CRA will include approximately 115 acres.

In addition, this Plan will govern the development and maintenance of publicly-owned infrastructure needed to support the development proposed herein. It is the purpose of this Plan to clearly set forth the aims and objectives of this development, its scope, its mechanism, and its value to the residents, businesses and property owners of the City.

The Project is undertaken as a community development project pursuant to the provisions of Title 17C – Community Reinvestment and Renewal Agencies of the Utah Code Annotated ('Act.")

1. RECITALS OF PRECONDITIONS FOR DESIGNATING A COMMUNITY DEVELOPMENT PROJECT AREA

a) Pursuant to the provisions of §17C-5-103 et seq. of the Limited Purpose Local Government Entities Community Development and Renewal Agencies Act, the governing body of the Redevelopment Agency of Farmington City authorized the preparation of a draft community development project area plan August 21st 2018; and

b) Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law; and

c) Pursuant to the provisions of §17C-5-103 (1)(a) of the Act, on the Agency's own motion, the Agency selected the Project Area hereinafter described comprising all or part of the proposed survey area; and

d) Pursuant to the provisions of §17C-5-104(3)(e) of the Act, the Agency has conducted one or more public hearings for the purpose of informing the public about the proposed Project Area, allowing public comment on the draft Project Area Plan and whether the Plan should be revised, approved or rejected; and

e) Pursuant to the provisions of §17C-5-104(3)(b) and (c) of the Act, the Agency made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the Plan hearing and will hold a public hearing on the draft Plan on November 13th, 2018.

2. DEFINITIONS

As used in this Community Reinvestment Project Area Plan:

1. The term "Act" shall mean and include the Limited Purpose Local Government Entities – Community Reinvestment and Renewal Agencies Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

2. The term "Agency" shall mean the Redevelopment Agency of Farmington City, a separate body corporate and politic.

3. The term "base taxable value" shall mean the base taxable value of the property within the Project Area from which tax increment will be collected, as shown upon the assessment roll last equalized, before: (A) the date the Project Area Plan is adopted by the City legislative body; and (B) the date the Agency adopts the first Project Area Budget.

4. The term "City" shall mean Farmington City, Utah.

5. The term "community" shall mean the community of Farmington City, Utah.

6. The term "community development" shall mean development activities within the community, including the encouragement, promotion, or provision of development.

7. The term "developer" shall mean the entities investing in the development in the area.

8. The term "Plan Hearing" means the public hearing on the draft Project Area Plan required under Subsection 17C-5-104 (3)(C) of the Act.

9. The term "planning commission" shall mean the planning commission of the City.

10. The term "Project Area" or "Farmington North Station Community Reinvestment Project Area" shall mean the geographic area described in this Project Area Plan or Draft Project Area Plan where the community development set forth in this Project Area Plan or Draft Project Area Plan takes place or is proposed to take place.

11. The term "Project Area Budget" shall mean a budget setting forth:
    a. the anticipated costs, including administrative costs, of implementing the Farmington North Station Community Reinvestment Project Area Plan; and
    b. the tax increment, sales tax, and other revenue the Agency anticipates to fund the project.

12. The term "Project Area Map" is the area depicted in Appendix A.

13. The term "Project Area Plan" or "Plan" shall mean a project area plan adopted pursuant to the Act to guide and control community development activity within the Project Area.

14. The term "Farmington North Station Community Reinvestment Project Area Plan" or "Plan" shall mean a project area plan and project area map adopted pursuant to the Act to guide and control community development activities within a project area.

15. The terms "tax," "taxes," "property tax" or "property taxes" include privilege tax and each levy on an *ad valorem* basis on tangible or intangible personal or real property.

16. The term "taxing entity" shall mean a public entity that levies a tax on property within the Project Area.

17. The term "Tax Increment" shall mean the difference between the amount of property tax revenues generated each tax year by all Taxing Entities from the area designated in the Project Area Plan from which Tax Increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be or were generated from that same area using the Base Taxable Value of the property.

18. All other terms shall have the same meaning set forth in the Act unless the context clearly indicates otherwise.

3. PROJECT AREA BOUNDARIES [17C-5-108 (1)]

The Project Area consists of approximately 115 acres located along the east side of the D&RG Rail Trail east following the Kaysville/Farmington boarder south along the west side of the future 1525 west and the rail trail intersection. The Project Area includes the properties lying within the boundaries as depicted on the Project Area map which is included in Appendix A. The boundaries are given in detail in Appendix B as part of the legal description of the property.

4. General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Intensities and How They Will be Affected by the Community Development [17C-5-105 (2)]

A. LAND USES IN THE PROJECT AREA

The permitted land uses within the Project Area shall be those uses permitted by the officially adopted zoning ordinances of the City, as those ordinances may be amended from time to time, subject to limitations imposed by "overlay" restrictions and the controls and guidelines of this Plan.

Land uses will be affected as vacant land is developed in accordance with this Plan. This will change existing vacant land use to commercial mixed-use. It is also anticipated that there may be as many as 11 acres of the project area affected by the new Shepard Lane Interchange slated for construction completion in 2023

Several land uses surround the Project Area, including residential primarily to the north and west, commercial mixed-use to the south, and vacant agricultural land to the south (general planned for future mixed-use).

B. Layout of Principal Streets in the Project Area

Principal streets in the Project Area include 1525 West extension yet to be built and the Shepard Lane interchange slated for completion by 2023.

C. Population Densities in the Project Area

There are no residential units in the project area. But we anticipate around 100 units to be constructed per the small area master plan.

D. Building Intensities in the Project Area

There are no structures in the project area. We anticipate there to be around 750,000 sq feet of commercially assessed structures within 10 years.

5. Standards That Will Guide the Community Development [17C-5-105(3)]

A. General Design Objectives

Development within the Project Area will be held to high quality design and construction standards and will be subject to: (1) appropriate elements of the City's General Plan/North Station Small Area Master Plan; (2) applicable City building codes and ordinances; (3) Planning Commission review and recommendation; and (4) the City's land use code.

Owners and developers will be allowed flexibility in the development of land located within the Project Area and are expected to obtain quality design and development per the Office Mixed Use (OMU) ordinance. The development contemplated herein shall be of a design and shall use materials that are in harmony with adjoining areas and subject to design review and approval by the City. It is contemplated that these design objectives will be addressed in development agreements with the developers specifically addressing these points.

Coordinated and attractive landscaping shall also be provided as appropriate for the character of the Project Area. Materials and design paving, retaining walls, fences, curbs, benches, and other items shall have an attractive appearance, be easily maintained, and indicative of their purpose.

Parking areas shall be designed with careful regard to orderly arrangement, topography, relationship to view, ease of access, and as an integral part of the overall site design.

All development will be accompanied by site plans, development data, and other appropriate material clearly describing the development, including land coverage, setbacks, heights, and any other data required by the City's land use code, the applicable zoning designations, or as requested by the City or the Agency.

The general standards that will guide the community development are as follows:

1. Encourage and assist community development with the creation of well-planned, vibrant mixed-use development, including a commercial office district for the City.

2. Provide for the strengthening of the tax base and economic health of the entire community and the State of Utah.

3. Implement the tax increment financing provisions of the Act, which are incorporated herein by reference and made a part of this Plan.

4. Encourage economic use of and new construction upon the real property located within the Project Area.

5. Promote and market the Project Area for community development that would be complementary to existing businesses that would enhance the economic base of the City through diversification.

6. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of community activity for the City.

7. Remove any impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by adequate public utilities and infrastructure improvements.

8. Achieve an environment that reflects an appropriate level of concern for architectural, landscape and design principles, developed through encouragement, guidance, appropriate controls, and financial and professional assistance to owner participants and developers.

9. Provide for construction of public streets, utilities, curbs and sidewalks, other public rights-of-way, street lights, landscaped areas, public parking, water utilities, sewer utilities, storm drainage, open space, and other public improvements.

10. Provide public streets and road access to the area to facilitate better traffic circulation and reduce traffic hazards by assisting in the street alignments.

B. Specific Design Objectives and Controls

In addition to the general City design objectives and standards described above, it is contemplated that the following guidelines will be approved.

1. Building Design Objectives

All new buildings shall be of design and materials that will be in harmony with adjoining areas and other new development.

The design of buildings shall take advantage of available views and topography and shall provide, where appropriate, separate levels of access.

2. Open Space Pedestrian Walks and Interior Drive Design Objectives

All open spaces, pedestrian walks and interior drives shall be designed as an integral part of an overall site design, properly related to other buildings.

Comfortably graded pedestrian walks should be provided along the lines of the most intense use, particularly from building entrances to parking areas, and adjacent buildings on the same site.

The location and design of pedestrian walks should afford adequate safety and separation from

vehicular traffic.

Materials and design of paving, retaining walls, fences, curbs, and other accouterments, shall be of good appearance, easily maintained, and indicative of their purpose.

3. Parking Design Objectives

Parking areas shall be designed with regard to orderly arrangement, topography, ease of access, and as an integral part of overall site design.

It is desirable that parking areas be relatively level, or that parking structures be constructed thus maximizing the development potential

4. Project Improvement Design Objectives

- All streets and walkways within public rights-of-way will be designed or approved by the City and will be consistent with all design objectives.
- Lighting standards and signs of pleasant appearance and modern illumination standards shall be provided as necessary as approved by the City.
- The applicable portions of the Project Area will be graded in conformance with the final project design determined by the Agency and the City for each specific project.

C. Techniques to Achieve the Community Reinvestment Plan Objectives

Activities contemplated in carrying out the Plan in the Project Area may include the acquisition and development of properties in the Project Area.

Parcels of real property located in the Project Area may be acquired by purchase, but shall not be acquired by condemnation.

D. Property Acquisition, Disposition and Development

The objectives of this Plan are to be accomplished by various means including but not limited to the following:

1. Acquisition of Real Property

The Agency may acquire, but is not required to acquire, real property located in the Project Area. The Agency may acquire property by negotiation, gift, devise, exchange, purchase, or other lawful method, but not by eminent domain (condemnation). The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, rights of way, etc. by negotiation, gift, devise, exchange, purchase or other lawful method, but not by eminent domain (condemnation).

2. Cooperation with the Community and Public Entities

The community and certain public entities are authorized by state law, with or without consideration, to assist and cooperate in the planning, undertaking, construction, or operation of projects within this Project Area. The Agency may seek the aid and cooperation of such public entities in order to accomplish the purposes of community development and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by a public entity without the consent of the public entity. The Agency, however, will seek the cooperation of all public entities that own or intend to acquire property in the Project Area. To the extent allowed by law, the Agency shall impose on all public entities owning real property in the Project Area the planning and design controls contained in this Plan to the end that uses and any future development by public entities will conform to the requirements of this Plan.

3. Property Management

During such time that property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for community development.

4. Property Disposition and Development

The Agency is also authorized, by lawful means, to provide for and promote the community development of the Project Area as described below.

While there are currently no buildings or structures in the Project Area and it is unlikely that there will ever be a need to demolish and clear buildings or structures in the Area, the Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area, should such a need occur, to carry out the purposes of this Plan. The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities, within the Project Area, not prohibited by law which are necessary or desirable to carry out this Plan, as well as publicly-owned improvements and infrastructure outside the Project Area that are of benefit to the Project Area. The Agency is authorized to prepare or cause to be prepared as building sites any real property in the Project Area. The Agency is also authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area should such a need occur in the future. The Agency is also authorized to advise, encourage, and assist in the rehabilitation of property in the Project Area not owned by the Agency should such a need occur in the future.

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by leases or sales by negotiation with or without public bidding. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan. Real property may be conveyed by the Agency to the City or any other public entity without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to this Plan. All purchasers or lessees of property from the Agency shall be made obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

To the maximum possible extent, the objectives of this Plan are to be accomplished through Agency encouragement of, and assistance to, private enterprise in carrying out development activities. To provide adequate safeguards to ensure that the provisions of this Plan will be carried out, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the City ordinances, conditional

use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary or desirable to carry out this Plan.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or outside the Project Area for itself or for any public entity to the extent that such improvement would be of benefit to the Project Area. During the period of development in the Project Area, the Agency shall require that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for development by owners or developers shall be submitted to the Agency for review and approval. All community development must conform to this Plan and all applicable federal, state, and local laws.

For the purpose of this Plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, and otherwise dispose of personal property.

E. Approvals

The City shall approve the design of all development within the Project Area to ensure that development therein is consistent with this Plan. With a recommendation from the Farmington Planning Commission and accompanying public hearings as required by state law.

6. How the Purposes of this Title Will Be Attained by the Community Development [17C-5-105(4)]

It is the intent of the Agency, with the assistance and participation of private owners, to facilitate new development within the Project Area that includes this objective: the creation of a City Center and an employment center. There has been no activity in the area since the North Station study master plan was completed and adopted by the City Council and Planning Commission (2016), public assistance is necessary in order to encourage economic development. Further, the Project will strengthen the tax base of all applicable taxing entities, will accomplish community development objectives and create a well-planned community reinvestment area. The purposes of the Act will be obtained as a result of the proposed community development project by accomplishing the following items:

A. Establishment of New Business

The project includes significant commercial development which will benefit the State, City and other taxing entities through increased job creation, increased sales tax base, increased property tax base, and increased income taxes paid.

B. Public Infrastructure Improvements

The construction of the public infrastructure improvements as provided by this Plan will support the development contemplated herein and provide for future development in surrounding areas. Infrastructure is an important element of economic development and areas that lack good infrastructure are not able to be competitive in attracting good-quality businesses to locate in their community.

Specifically, this Plan contemplates water reconstruction, storm water reconstruction, street improvements, increased signage and landscaping, establishment of a revolving loan fund for façade renovations and potential economic incentives to attract a major tenant pursuant to §17C-1-409 which dictates the allowable uses of agency funds. Further, there are extraordinary costs of development associated with some of the properties in the Project Area, due to the potential cost of demolishing old buildings. Thus, the components of the Project provided in this Plan will encourage, promote and provide for community development within the Project Area and the City generally for years to come.

7. THE PLAN IS CONSISTENT WITH AND WILL CONFORM TO THE COMMUNITY'S GENERAL PLAN AND MORE DETAILED NORTH STATION SMALL AREA MASTER PLAN [17C-5-105(5)]

This Plan is consistent with the City's General Plan 2011 and the North Station Small Area Master Plan approved June 07, 2016.

The North Station Small Area Master Plan specifically states:

> *"For many years the City has planned for a Business Park in the area north of Station Park. At the recent strategic planning session held with the City Council, planning for this project was set as a high priority for the City. We are currently calling this the "North Station" project area… Multiple property owners exist in this project area. [Stay Farmington LLC] is the largest property owner in the area. [Stay Farmington] has been working with the City on a land use analysis and market study that addresses anticipated absorption rates for office, retail and multifamily uses."*

8. DESCRIPTION OF ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY DEVELOPMENT [17C-5-105(7)]

The proposed community development project will include a mix of retail, office and residential uses. It is anticipated that approximately 784,799 additional square feet will be built in the area. The City would like to attract a major office marquee tenant in order to provide greater economic stability and reduce the current office turnover rates in the area.

Specific projects also include reconstruction and upgrading of public infrastructure improvements, in order to serve the new development anticipated for the area. Other projects may include the establishment of a Revolving Loan Fund for façade improvements, costly wetland mitigation and excavation of farmland where a private developer is involved pursuant to §17C-1-409 which dictates the allowable uses of agency funds. Again, no eminent domain is included as part of this Project Area Plan and demolition of properties would only occur through the voluntary participation of a property owner.

9. How Private Developers Will Be Selected and Identification of Current Developers in the Community Development Project Area [17C-5-105(8)]

A. Selection of Private Developers

There are three property owners in the CRA (including Farmington city). The Agency contemplates that owners of real property within the Project Area will take advantage of the opportunity to develop their property, or sell their property to developers for the development of facilities within the Project Area. In the event that owners do not wish to participate in the community development in compliance with the Plan, or in a manner acceptable to the Agency, or are unable or unwilling to appropriately participate, the Agency reserves the right pursuant to the provisions of the Act to acquire parcels, to encourage other owners to acquire other property within the Project Area, or to select non-owner developers by private negotiation, public advertisement, bidding or the solicitation of written proposals, or a combination of one or more of the above methods.

B. Identification of Developers Who are Currently Involved in the Proposed Community Development

Two of the property owners in the project area are private land holding entities and are identified on the tax rolls as STAY FARMINGTON LLC (in connection with Tom Stuart Construction) and MILLENIUM REAL ESTATE HOLDINGS LLC.

1. Qualified Owners

Any person wishing to become a developer will be required to own or have the right to purchase all or part of the Project Area.

2. Other Parties

If no owner in the Project Area, as described in Subparagraph A above, who possesses the skill, experience and financial resources necessary to become a developer in the Project Area is willing or able to become a developer of all or part of the Project Area, the Agency may identify other qualified persons who may be interested in developing all or part of the Project Area. Potential developers may be identified by one or more of the following processes: (1) public solicitation, (2) requests for proposals (RFP), (3) requests for bids (RFB), (4) private negotiation, or (5) some other method of identification approved by the Agency.

3. Owner Participation Agreements

The Agency has not entered into nor does it intend to enter into any owner participation agreements or agreements with developers to develop all or part of the Project Area until after the Agency and the City decide whether or not to adopt this Plan for the Project Area. If the Project Area is adopted,

10. Reasons for the Selection of the Project Area [17C-5-105(9)]

The Project Area was selected by the Agency as that area within the City having an immediate opportunity to strengthen the community and to move forward the goals and objectives as expressed in the City's General Plan. Additionally, although not required as part of this Plan, it is

anticipated that the project will create 2,800 new jobs.

The Project Area contains a portion of the City that is desirable for commercial development because of: (1) its near proximity to I-15; and (2) the opportunity to commence public-private partnerships to improve this area of the City and create a city employment center.

Specific boundaries of the Project Area were arrived at by the Agency after a review of the area by members of the Agency, city staff, economic development consultants, and other technical and legal consultants. Planned treatment of this area is intended to stimulate development to the degree necessary for sound long-term growth in the Project Area and to encourage the development of real property located within the Project Area. Finally, development of the Project Area as a City and Employment Center is an important element in the City's General Plan.

11. Description of the Physical, Social and Economic Conditions Existing in the Area [17C-5-105(10)]

A. Physical Conditions

The Project Area consists of approximately 115 acres of developable land, or land that currently does not have improvements - all vacant land in green belt status. Roughly 15% of the land is in what has been preliminarily determined to have potential wetlands in existence. The cost of which to mitigate is around $80,000/ac.

B. SOCIAL CONDITIONS

No unusual social conditions were found to exist. Because of the development of land into a mixed-use commercial office center, consistent with the General Plan of the City, this area will take on a new social character that will enhance existing development in the City. The Farmington North Station Area #1 Plan will bring residents and visitors to the Project Area for shopping and employment. It is anticipated, therefore, that the proposed project area will add to the community's economy, quality of life, and reputation.

C. ECONOMIC CONDITIONS

The Project Area currently is associated with the greenbelt properties only. The total base year taxable value in the Project Area is $10,923,870 but only collects $83/per year. The tax base where applicable is the value before leaving greenbelt. 100% of greenbelt "roll back funds" will be distributed to the taxing entities.

12. TAX INCENTIVES OFFERED TO PRIVATE ENTITIES FOR FACILITIES LOCATED WITHIN THE PROJECT AREA [17C-5-105(11)]

The Agency intends to use property tax increment generated within the Project Area to pay part of the costs associated with development of the Project Area. The Agency intends to negotiate and enter into one or more inter-local agreements with Farmington City, Davis County/Davis County Library, Davis School District, Benchland Water District, Weber Basin Water Conservancy, Davis County Mosquito Abatement, and Central Davis Sewer District to secure receipt of a portion of the property tax increment generated within the Project Area that would otherwise be paid to those taxing entities. Collectively, those tax revenues may be used to reimburse a private developer for a portion of the cost of the public infrastructure improvements including interest and bonding costs. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and other items from such tax revenues for any period of time the Agency and the taxing entities may deem appropriate under the circumstances.

Specifically, the Agency intends to enter into agreements with each of the taxing entities whereby the Agency will receive 70 percent of the property tax increment for a period of 20 years. The Project Area will trigger no later than December 31, 2024. There will be a cap of 20.5 million dollars of tax increment distribution to the agency.

Detailed tax increment information is provided in Appendix D in the Project Area Budget that is attached to this Plan and made a part thereof.

13. Analysis or Description of the Anticipated Public Benefit to be Derived from the Community Development [17C-5-105(12)]

The public will realize significant benefits from the development of the Community Reinvestment Project Area as proposed by this Plan. The Agency's long-term objective in developing the Project Area is to create a high quality City and Employment Center that will diversify the City's economic and tax base and provide employment opportunities to City residents.

In order to facilitate the development contemplated herein, the Agency created the Project Area. The City and the Agency saw the development of the Project as an opportunity to "jump start" the proposed redevelopment by creating a public-private partnership for the project area.

A. Beneficial Influences on the Tax Base

The incremental taxable value of the area is $146 million over the next 20 years. At that time, the incremental property tax revenues to all taxing entities should reach over $1.9 million per year. In addition, the development will generate sales tax revenues and municipal energy ("franchise") tax revenues.

In addition to tax revenues, the project will generate other revenues including Class B/C Road Funds, business license fees, charges for services, and one-time fees such as building permits and impact fees.

B. Associated Business and Economic Activity

Business and economic activity likely to be derived includes business and employee expenditures, as well as construction expenditures.

1. Business and Employee Expenditures

It is anticipated that employees and business owners in the Farmington North Station 1 CRA Project Area will directly or indirectly purchase local goods and services related to their operations from local or regional suppliers. These purchases will likely increase employment opportunities in the related areas of business equipment, furniture and furnishings, business supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, office and printing services, transportation and delivery services.

A summary of benefits is as follows:

- Provide an increase in direct purchases in the City.
- Provide economic diversification within the City and Davis County.
- Encourage economic development in order for a public or private employer to create additional jobs in the community.
- Complement existing businesses and industries located within the City by providing new employees who may live and shop and pay taxes in the City and the region.
- Another benefit will be the expenditure of income by employees filling the new positions. The types of expenditures by employees in the area will likely include convenience shopping for personal and household goods, lunches at area restaurants, convenience purchases and personal services (haircuts, banking, dry cleaning, etc.) The employees will not make all of their convenience or personal services purchases near their workplace, and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity to the workplace (assuming the services are available).

2. Construction Expenditures

Economic activity associated with the development will include construction activity. Market value of the project is expected to reach $146 million. This will create a significant number of construction jobs.

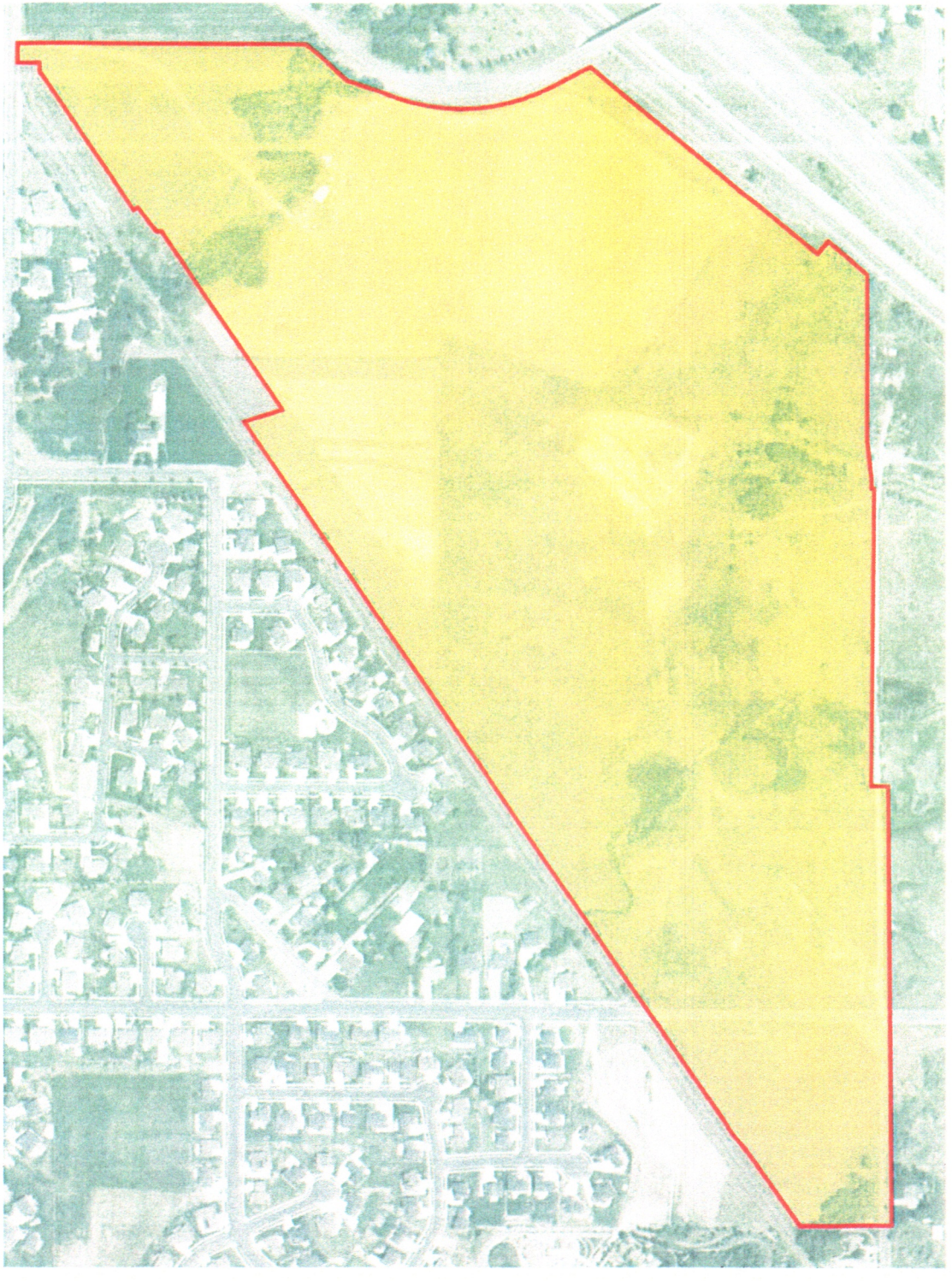
14. BLIGHT DETERMINATION IN THE COMMUNITY REINVESTMENT AREA [17C-5-104 (2)] (NO STRUCTURES SUBJECT TO HISTORIC STATUS)

Pursuant to the provisions of §17C-5-104 et seq. the agency anticipates no need to utilize eminent domain in the project area – thus no blight study is needed as outlined in §17C-5-402.

15. ALLOCATION OF PUBLIC FUNDS FOR HOUSING [17C-5-307]

Pursuant to 17C-5-307 (2) the agency is proposing 10% of the tax increment credit in the CRA to address Farmington's specific need for income targeted housing or housing assistance for residents; following guild lines and allocation requirements specified in Section 17C-1-412."

APPENDIX A: PROJECT AREA MAP AND LAYOUT OF PRINCIPAL STREETS



APPENDIX B: LEGAL DESCRIPTION

FARMINGTON NORTH STATION CRA 1

Part of the northeast quarter of Section 15 and part of the west half of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at a point on the east line of the southwest quarter of said Section 14 said point being 434.79 feet S.00°20'03"E. along said east line of the southwest quarter from the center of said Section 14; thence S.00°20'03"E. 1389.77 feet along said east line of the southwest quarter; thence S.89°46'22"W. 290.15 feet to the easterly right of way line of the historic Denver and Rio Grande Railroad; thence N.34°42'24"W. 3068.62 feet along said easterly right of way line; thence N.73°00'46"E. 128.08 feet; thence N.34°42'24"W. 677.29 feet; thence N.89°46'49"W. 16.40 feet; thence N.37°57'24"W. 95.55 feet; thence S.55°17'36"W. 16.14 feet; thence N.34°42'24"W. 530.10 feet; thence N.00°13'11"E. 27.50 feet; thence N.89°46'49"W. 70.00 feet to the east right of way line of 2000 West Street; thence N.00°13'11"E. 61.96 feet along said east right of way line; thence S.89°46'49"E. 919.71 feet to the southerly right of way line of Shepard Lane; thence along said southerly right of way line the following five (5) courses: (1) S.50°55'20"E. 61.96 feet; (2) S.47°12'05"E. 107.81 feet; (3) S.71°30'01"E. 113.83 feet to the point of curvature of a 632.96 foot radius non-tangent curve to the left; (4) Easterly along the arc of said curve 563.43 feet with a central angle of 51°00'07" (chord bears N.88°04'43"E. 545.01 feet) to a the point of tangency (5) N.62°34'40"E. 133.37 feet to the westerly right of way line of the historic Oregon Short Line Railroad; thence along said westerly right of way line the following three (3) courses: (1) S.50°36'12"E. 922.75 feet; (2) N.39°23'48"E. 50.00 feet; (3) S.50°36'12"E. 161.87 feet; thence S.00°05'55"W. 520.46 feet; thence S.06°35'33"E. 120.70 feet; thence S.00°13'11"W. 28.53 feet; thence S.89°18'38"E. 8.81 feet to the east right of way line of 1525 West Street; thence S.00°41'22"W. 927.05 feet along said east right of way line; thence N.89°39'57"E. 53.96 feet to the point of beginning.

The above described parcel of land contains 115.52 acres in area, more or less.

PROFESSIONAL LAND SURVEYOR
9/21/18
No. 5331568
DAVID D. STRONG
STATE OF UTAH

APPENDIX C: LIST OF PARCELS

Parcel Number	Tax District	2017 Taxable Value	2017 taxes	Acres	Legal Description
80590045	24	$478,894.00	$0.00	6.57	A PART OF THE SW 1/4 OF SEC 14-T3N-R1W, SLB&M; BEG AT A PT ON THE W R/W LINE OF 1525 WEST STR AS IT EXISTS ON THE GROUND AT A PT 815.10 FT N 0^20'03" W ALG THE 1/4 SEC LINE & 33.00 FT S 89^46'23" W FR
80570055	24	$646,430.00	$0.00	7.58	A PARCEL OF LAND LOC IN THE NW 1/4 OF SEC 14-T3N-R1W, SLB&M, MORE FULLY DESC AS FOLLOWS: BEG AT A PT S 89^49'51" W 897.80 FT COINCIDENT WITH THE S LINE OF THE NW 1/4 OF SEC 14 & N 00^10'09" W 1147.79
80590042	24	$3,400,000.00	$3.56	14.49	BEG AT A PT S 00^20'03" E 438.90 FT (DEED=S 26.6 RODS) ALG THE N-S CENTER OF SEC LINE (BASIS OF BEARING) & S 89^50'23" W 66.00 FT FR A DAVIS CO BRASS CAP MONU AT THE CENTER OF SEC 14-T3N-R1W, SLM; RUN
80570053	24	$1,858,967.00	$47.25	24.46	A PARCEL OF LAND LOC IN THE W 1/2 OF SEC 14-T3N-R1W, SLB&M, DESC AS FOLLOWS: BEG AT A PT ON THE W R/W LINE OF THE 1525 WEST STR & THE S LINE OF THE ABANDONED OSL RR R/W, SD PT IS 89^49'51" W 112.21
80570015	24	$2,432,670.00	$1.77	27.35	BEG 1.66 CHAINS W OF CENTER SEC 14-T3N-R1W, SLM; TH N 7.47 CHAINS, M/L, TO S'LY LINE OF OLD ABANDONED OSL RR R/W; TH W 20.12 CHAINS, M/L, TO W LINE GRANTORS LAND; TH S 621.88 FT, M/L, TO NE'LY LINE OF
80570046	24	$123,971.00	$29.37	3.02	A PARCEL OF LAND LOC IN THE NW 1/4 OF SEC 14-T3N-R1W, SLM, DESC AS FOLLOWS: BEG AT A PT S 89^49'51" W 897.80 FT COINCIDENT WITH THE S LINE OF THE NW 1/4 OF SEC 14 & N 00^10'09" W 1147.79 FT FR THE CE
80570058	24	$1,858,967.00	$1.77	26.37	A PARCEL OF LAND LOC IN THE NE 1/4 OF SEC 15 & THE NW 1/4 OF SEC 14-T3N-R1W, SLM, DESC AS FOLLOWS: BEG AT THE SW COR OF LOT 4 OF THE JAMES T WORKMAN SURVEY OF THE N 1/2 & THE SE 1/4 OF THE NW 1/4 OF SEC 14-T3N-R1W, SLM, SD COR BEING S 00^03'58" E 757.69 FT (S 11.48 CHAINS BY RECORD) COINCIDENT WITH THE SEC LINE FR THE NE COR OF SD SEC 15, & TH COINCIDENT WITH THE N & W LINES OF TRACT 3A OF THE SURVEY PERFORMED BY CORNERSTONE & FILED AT THE DAVIS COUNTY SURVEYOR'S OFFICE WITH A FILE # OF 003288-D
80570059	24	$123,971.00	$0.00	2.48	EG AT A PT ON THE W R/W LINE OF 350 EAST STR, SD PT BEING S 00^03'58" E ALG THE SEC LINE 819.69 FT & N 89^46'49" W 105.73 FT FR THE NW COR OF SEC 14-T3N-R1W, SLB&M; & RUN TH S 89^46'49" E 70.00 FT; TH S 00^13'11" W 27.50 FT; TH S 34^42'24" E 530.10 FT; TH N 55^17'36" E 16.14 FT; TH S 37^57'24" E 95.55 FT; TH S 89^46'49" E 16.40 FT; TH S 34^42'24" E 677.29 FT TO A PT ON THE FARMINGTON CITY PARCEL AS CONTAINED IN THAT CERTAIN AGMT TO EXCHANGE TITLE RECORDED AS E# 2383285;

APPENDIX D: PROJECT AREA BUDGET

	Increment budget	Quantity	Unit	Improvements covered by Farmington City	Improvement paid for by developer	total cost of improvement
Land Acquisition for ROW	$6,125,363	18	AC	$0	$3,683,694	$9,809,056
Roads	$1,914,176	4,370	LF	$2,501,309	$3,922,213	$8,337,698
Lighting	$191,418	29	EA	$0	$17,025	$208,442
Sewer 18"	$765,670	4,030	LF	$1,000,524	$1,568,885	$3,335,079
Water 12"	$382,835	4,117	LF	$500,262	$784,443	$1,667,540
storm water	$382,835	4,073	LF	$250,131	$1,034,573	$1,667,540
Power Underground	$191,418	5,801	LF	$0	$642,352	$833,770
Fiber Optics	$191,418	5,801	LF	$0	$642,352	$833,770
Substations	$957,088	0.38	EA	$0	$1,937,946	$2,895,034
Improved Open Space	$1,339,923	10	AC	$0	$1,578,271	$2,918,194
Housing Contribution**	$2,073,690	1	EA	N/A	N/A	N/A
Tenant Outreach	$3,840,226	1	EA	N/A	N/A	N/A
Wetland mitigation	$1,344,000	17	AC	N/A	N/A	$1,344,000
Administration*	$1,036,845	1	EA	N/A	N/A	N/A
Totals	**$20,736,904**			**$4,252,226**	**$15,811,754**	**$33,850,123**

*3% to Agency and 2% to County
**10% of total increment per {17C-5-307}

Years																						
Base Year Revenues	TOTAL	NPV	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Davis County	$442	$275	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22
Davis School District	$1,515	$944	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76
Farmington	$388	$242	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19
Weber Basin Water Conservancy	$35	$22	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2
Davis County Mosquito Abatement	$21	$13	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1
Central Davis Sewer District	$38	$24	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2
Benchland Water District	$75	$47	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4
County Library	$75	$47	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4
TOTAL	$2,590	$1,614	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130
Percent to Taxing Agency																						
Davis County			70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
Davis School District			70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
Farmington			70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
Weber Basin Water Conservancy			70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
Davis County Mosquito Abatement			70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
Central Davis Sewer District			70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
Benchland Water District			70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
County Library			70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
Incremental Revenues to Taxing Entities																						
Davis County	$1,516,665	$851,652	$11,527	$21,054	$30,581	$40,107	$49,634	$59,161	$68,688	$78,215	$87,742	$97,269	$97,269	$97,269	$97,269	$97,269	$97,269	$97,269	$97,269	$97,269	$97,269	$97,269
Davis School District	$5,198,523	$2,919,125	$39,509	$72,164	$104,818	$137,472	$170,127	$202,781	$235,435	$268,090	$300,744	$333,398	$333,398	$333,398	$333,398	$333,398	$333,398	$333,398	$333,398	$333,398	$333,398	$333,398
Farmington	$1,332,744	$748,375	$10,129	$18,501	$26,872	$35,244	$43,615	$51,987	$60,358	$68,730	$77,102	$85,473	$85,473	$85,473	$85,473	$85,473	$85,473	$85,473	$85,473	$85,473	$85,473	$85,473
Weber Basin Water Conservancy	$119,412	$67,053	$908	$1,658	$2,408	$3,158	$3,908	$4,658	$5,408	$6,158	$6,908	$7,658	$7,658	$7,658	$7,658	$7,658	$7,658	$7,658	$7,658	$7,658	$7,658	$7,658
Davis County Mosquito Abatement	$73,431	$41,234	$558	$1,019	$1,481	$1,942	$2,403	$2,864	$3,326	$3,787	$4,248	$4,709	$4,709	$4,709	$4,709	$4,709	$4,709	$4,709	$4,709	$4,709	$4,709	$4,709
Central Davis Sewer District	$131,078	$73,604	$996	$1,820	$2,643	$3,466	$4,290	$5,113	$5,936	$6,760	$7,583	$8,406	$8,406	$8,406	$8,406	$8,406	$8,406	$8,406	$8,406	$8,406	$8,406	$8,406
Benchland Water District	$257,353	$144,511	$1,956	$3,572	$5,189	$6,806	$8,422	$10,039	$11,655	$13,272	$14,888	$16,505	$16,505	$16,505	$16,505	$16,505	$16,505	$16,505	$16,505	$16,505	$16,505	$16,505
County Library	$258,039	$144,896	$1,961	$3,582	$5,203	$6,824	$8,445	$10,065	$11,686	$13,307	$14,928	$16,549	$16,549	$16,549	$16,549	$16,549	$16,549	$16,549	$16,549	$16,549	$16,549	$16,549
TOTAL	$8,887,245	$4,990,451	$67,544	$123,369	$179,194	$235,019	$290,844	$346,669	$402,494	$458,318	$514,143	$569,968	$569,968	$569,968	$569,968	$569,968	$569,968	$569,968	$569,968	$569,968	$569,968	$569,968
Incremental Revenues to Agency																						
Davis County	$3,538,885	$1,987,188	$26,896	$49,125	$71,355	$93,584	$115,813	$138,043	$160,272	$182,502	$204,731	$226,960	$226,960	$226,960	$226,960	$226,960	$226,960	$226,960	$226,960	$226,960	$226,960	$226,960
Davis School District	$12,129,888	$6,811,291	$92,188	$168,382	$244,575	$320,769	$396,962	$473,156	$549,349	$625,543	$701,736	$777,930	$777,930	$777,930	$777,930	$777,930	$777,930	$777,930	$777,930	$777,930	$777,930	$777,930
Farmington	$3,109,735	$1,746,208	$23,634	$43,168	$62,702	$82,235	$101,769	$121,303	$140,836	$160,370	$179,904	$199,438	$199,438	$199,438	$199,438	$199,438	$199,438	$199,438	$199,438	$199,438	$199,438	$199,438
Weber Basin Water Conservancy	$278,627	$156,457	$2,116	$3,868	$5,618	$7,368	$9,118	$10,869	$12,619	$14,369	$16,119	$17,869	$17,869	$17,869	$17,869	$17,869	$17,869	$17,869	$17,869	$17,869	$17,869	$17,869
Davis County Mosquito Abatement	$171,340	$96,212	$1,302	$2,378	$3,455	$4,531	$5,607	$6,684	$7,760	$8,836	$9,912	$10,989	$10,989	$10,989	$10,989	$10,989	$10,989	$10,989	$10,989	$10,989	$10,989	$10,989
Central Davis Sewer District	$305,849	$171,743	$2,324	$4,246	$6,167	$8,088	$10,009	$11,930	$13,852	$15,773	$17,694	$19,615	$19,615	$19,615	$19,615	$19,615	$19,615	$19,615	$19,615	$19,615	$19,615	$19,615
Benchland Water District	$600,490	$337,193	$4,564	$8,336	$12,108	$15,880	$19,652	$23,424	$27,196	$30,967	$34,739	$38,511	$38,511	$38,511	$38,511	$38,511	$38,511	$38,511	$38,511	$38,511	$38,511	$38,511
County Library	$602,091	$338,092	$4,576	$8,358	$12,140	$15,922	$19,704	$23,486	$27,268	$31,050	$34,832	$38,614	$38,614	$38,614	$38,614	$38,614	$38,614	$38,614	$38,614	$38,614	$38,614	$38,614
TOTAL	$20,736,904	$11,644,385	$157,602	$287,861	$418,119	$548,377	$678,635	$808,893	$939,152	$1,069,410	$1,199,668	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926

AGENCY BUDGET																						
Revenues	$20,736,904	$11,644,385	$157,602	$287,861	$418,119	$548,377	$678,635	$808,893	$939,152	$1,069,410	$1,199,668	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926
Expenses:																						
Administrative*			5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Administrative	-$1,036,845	-$582,219	-$7,880	-$14,393	-$20,906	-$27,419	-$33,932	-$40,445	-$46,958	-$53,470	-$59,983	-$66,496	-$66,496	-$66,496	-$66,496	-$66,496	-$66,496	-$66,496	-$66,496	-$66,496	-$66,496	-$66,496
CRA Housing Requirement**			10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
CRA Housing Requirement	-$2,073,690	-$1,164,438	-$15,760	-$28,786	-$41,812	-$54,838	-$67,864	-$80,889	-$93,915	-$106,941	-$119,967	-$132,993	-$132,993	-$132,993	-$132,993	-$132,993	-$132,993	-$132,993	-$132,993	-$132,993	-$132,993	-$132,993
Remaining Increment for Projects	$19,700,059	$11,062,166	$149,722	$273,468	$397,213	$520,958	$644,703	$768,449	$892,194	$1,015,939	$1,139,685	$1,263,430	$1,263,430	$1,263,430	$1,263,430	$1,263,430	$1,263,430	$1,263,430	$1,263,430	$1,263,430	$1,263,430	$1,263,430

*3% to Agency and 2% to County
**10% of total increment per {17C-5-307}

CITY COUNCIL AGENDA

For Council Meeting:
November 13, 2018

PUBLIC HEARING: Ordinance Adopting the North Station CRA2 Project Area Plan

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. Move that the City Council approve the ordinance authorizing the adoption of the North Station CRA2.

GENERAL INFORMATION:

See enclosed staff report prepared by Brigham Mellor, Economic Development Director.

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

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

HISTORIC BEGINNINGS · 1847

City Council Staff Report

To: Honorable Mayor and City Council

From: Brigham Mellor, Economic Development Director

Date: November 13, 2018

SUBJECT: **Adopt the North Station CRA 2 project area plan by Ordinance**

RECOMMENDATION

Hold public hearing

And

Move that the City Council approve the included ordinance authorizing the adoption of North Station CRA 2

BACKGROUND

In an attempt to fund infrastructure in the future business park the city authorized back in August 2018 the creation of the North Station CRA 2 tax increment financing jurisdiction per Utah Code 17c chapter 5. This meant going to each tax collecting entity which has a mill levy in the jurisdiction and asking for their participation in sharing future tax increment in the area we have agreed to a cap ($27.2 million), a term (20 years), boundary, a base year (2018), a trigger date (no later than 2024), and a percentage of (70%). The plan included is the product of those discussions. State law requires that the project area plan be adopted by the council.

Findings for Approval

1. The Project area plan is consistent with the general plan
2. The project area plan follows the 2016 North Station Small Area Master Plan

Applicable Ordinances

1. Title 17C, Chapter 5 Utah Code (Community Reinvestment Areas)

Respectfully Submitted

Brigham Mellor
Economic Development Director

Concur

Dave Millheim
City Manager

160 S MAIN · P.O. BOX 160 · FARMINGTON, UT 84025
PHONE (801) 451-2383 · FAX (801) 451-2747
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FARMINGTON, UTAH

ORDINANCE NO. 2018 -

AN ORDINANCE ADOPTING THE NORTH STATION CRA 2 PROJECT AREA PLAN

WHEREAS, Pursuant to the provisions of §17C-5-103 et seq. of the Limited Purpose Local Government Entities Community Development and Renewal Agencies Act, the governing body of the Redevelopment Agency of Farmington City authorized the preparation of a draft community development project area plan August 21st 2018; and

WHEREAS, to the provisions of §17C-5-104(3)(b) and (c) of the Act, the Agency made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the Plan hearing and will hold a public hearing on the draft Plan on November 2nd, 2018 and

WHEREAS, to the provisions of §17C-5-103 (1)(a) of the Act, on the Agency's own motion, the Agency selected the Project Area hereinafter described comprising all or part of the proposed survey area.

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

Section 1. North Station CRA 1. The Farmington City council hereby formally adopts the North Station CRA 2 Project Area Plan. Dated November 1, 2018

Section 3. Effective Date. This ordinance shall take effect immediately.

DATED this 13th day of November, 2018.

FARMINGTON CITY

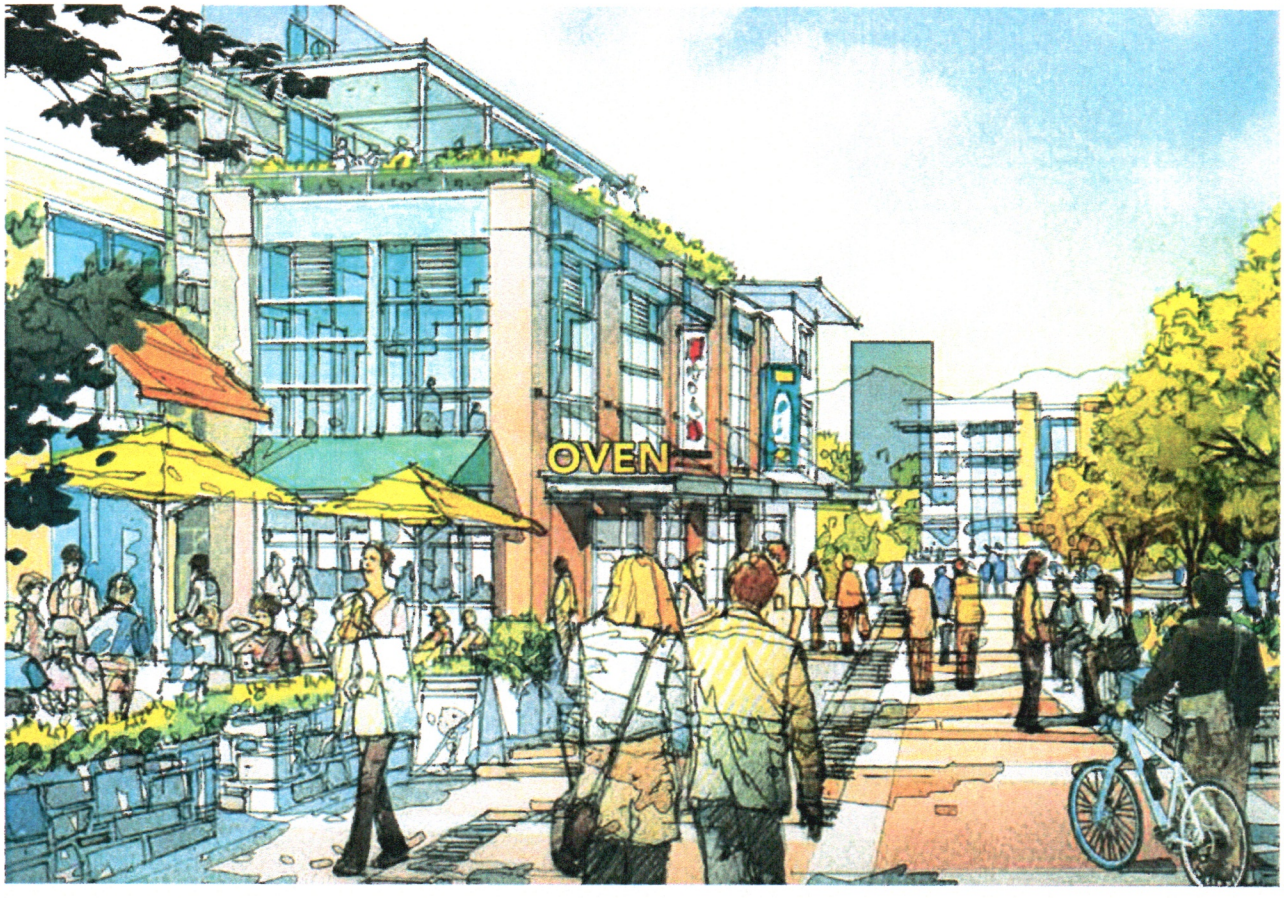
_____

H. James Talbot
Mayor

ATTEST:

_____

Holly Gadd
City Recorder



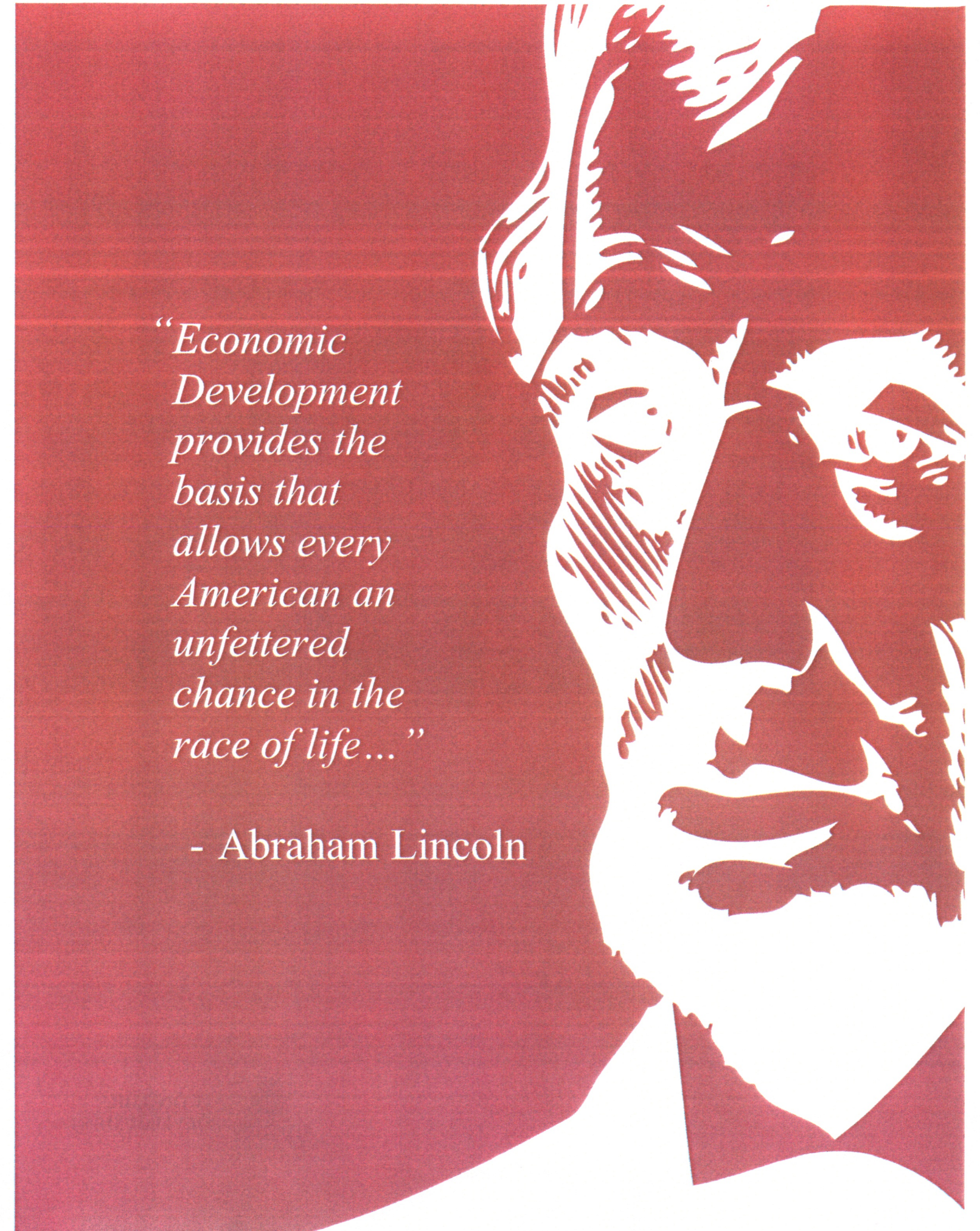
Redevelopment Agency of Farmington City

Farmington North Station #2 Community Reinvestment Project Area Plan

November 1, 2018

FARMINGTON

ECONOMIC DEVELOPMENT


"Economic Development provides the basis that allows every American an unfettered chance in the race of life..."
- Abraham Lincoln

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FARMINGTON CITY NORTH STATION 2 CRA PROJECT AREA PLAN

The Agency, following thorough consideration of the needs and desires of the City and its residents, as well as the need and capacity for new development, has carefully crafted this Farmington City Community Development Project Area Plan ("Plan") for the Farmington North Station Community Reinvestment Project Area ("Project Area").

In accordance with the terms of this Plan, the Agency will encourage, promote and provide the development with a mix of uses. The North Station CRA 2 will include approximately 157 acres.

In addition, this Plan will govern the development and maintenance of publicly-owned infrastructure needed to support the development proposed herein. It is the purpose of this Plan to clearly set forth the aims and objectives of this development, its scope, its mechanism, and its value to the residents, businesses and property owners of the City.

The Project is undertaken as a community development project pursuant to the provisions of the Act.

1. RECITALS OF PRECONDITIONS FOR DESIGNATING A COMMUNITY DEVELOPMENT PROJECT AREA

a) Pursuant to the provisions of §17C-5-103 et seq. of the Limited Purpose Local Government Entities Community Development and Renewal Agencies Act, the governing body of the Redevelopment Agency of Farmington City authorized the preparation of a draft community development project area plan August 21st 2018; and

b) Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law; and

c) Pursuant to the provisions of §17C-5-103 (1)(a) of the Act, on the Agency's own motion, the Agency selected the Project Area hereinafter described comprising all or part of the proposed survey area; and

d) Pursuant to the provisions of §17C-5-104(3)(e) of the Act, the Agency has conducted one or more public hearings for the purpose of informing the public about the proposed Project Area, allowing public comment on the draft Project Area Plan and whether the Plan should be revised, approved or rejected; and

e) Pursuant to the provisions of §17C-5-104(3)(b) and (c) of the Act, the Agency made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the Plan hearing and will hold a public hearing on the draft Plan on November 13th, 2018.

2. DEFINITIONS

As used in this Community Reinvestment Project Area Plan:

1. The term "Act" shall mean and include the Limited Purpose Local Government Entities – Community Reinvestment and Renewal Agencies Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

2. The term "Agency" shall mean the Redevelopment Agency of Farmington City, a separate body corporate and politic.

3. The term "base taxable value" shall mean the base taxable value of the property within the Project Area from which tax increment will be collected, as shown upon the assessment roll last equalized, before: (A) the date the Project Area Plan is adopted by the City legislative body; and (B) the date the Agency adopts the first Project Area Budget.

4. The term "City" shall mean Farmington City, Utah.

5. The term "community" shall mean the community of Farmington City, Utah.

6. The term "community development" shall mean development activities within the community, including the encouragement, promotion, or provision of development.

7. The term "developer" shall mean the entities investing in the development in the area.

8. The term "Plan Hearing" means the public hearing on the draft Project Area Plan required under Subsection 17C-5-104 (3)(C) of the Act.

9. The term "planning commission" shall mean the planning commission of the City.

10. The term "Project Area" or "Farmington North Station Community Reinvestment Project Area" shall mean the geographic area described in this Project Area Plan or Draft Project Area Plan where the community development set forth in this Project Area Plan or Draft Project Area Plan takes place or is proposed to take place.

11. The term "Project Area Budget" shall mean a budget setting forth:
    a. the anticipated costs, including administrative costs, of implementing the Farmington North Station Community Reinvestment Project Area Plan; and
    b. the tax increment, sales tax, and other revenue the Agency anticipates to fund the project.

12. The term "Project Area Map" is the area depicted in Appendix A.

13. The term "Project Area Plan" or "Plan" shall mean a project area plan adopted pursuant to the Act to guide and control community development activity within the Project Area.

14. The term "Farmington North Station Community Reinvestment Project Area 2 Plan" or "Plan" shall mean a project area plan and project area map adopted pursuant to the Act to guide and control community development activities within a project area.

15. The terms "tax," "taxes," "property tax" or "property taxes" include privilege tax and each levy on an *ad valorem* basis on tangible or intangible personal or real property.

16. The term "taxing entity" shall mean a public entity that levies a tax on property within the Project Area.

17. The term "Tax Increment" shall mean the difference between the amount of property tax revenues generated each tax year by all Taxing Entities from the area designated in the Project Area Plan from which Tax Increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be or were generated from that same area using the Base Taxable Value of the property.

18. All other terms shall have the same meaning set forth in the Act unless the context clearly indicates otherwise.

3. PROJECT AREA BOUNDARIES [17C-5-108 (1)]

The Project Area consists of approximately 157 acres located along Burk Lane as it transitions to Station Parkway extending east from the D&RG Rail Trail To I-15 north of the existing Station Park RDA. The Project Area includes the properties lying within the boundaries as depicted on the Project Area map which is included in Appendix A. The boundaries are given in detail in Appendix B as part of the legal description of the property.

4. General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Intensities and How They Will be affected by the Community Development [17C-5-105 (2)]

A. LAND USES IN THE PROJECT AREA

The permitted land uses within the Project Area shall be those uses permitted by the officially adopted zoning ordinances of the City, as those ordinances may be amended from time to time, subject to limitations imposed by "overlay" restrictions and the controls and guidelines of this Plan.

Land uses will be affected as vacant land is developed in accordance with this Plan. This will change existing vacant land and existing homes to commercial mixed-use. It is also anticipated that there may be as many as 20 acres of the project area affected by a city owned and maintained detention basin.

Several land uses surround the Project Area, including residential primarily to the north and west, commercial mixed-use to the south, and primarily vacant agricultural land with the project area and to the south (general planned for future mixed-use).

B. Layout of Principal Streets in the Project Area

Principal streets in the Project Area include 1100 West and 1525 W extensions yet to be built and the existing Station Parkway as it transitions into Burke Lane.

C. Population Densities in the Project Area

There are four residential structures (farm houses) in the project area. But we anticipate around 500 units to be constructed per the small area master plan.

D. Building Intensities in the Project Area

There are a few existing homes in the project area. We anticipate there to be around 1,017,488 sq feet of commercially assessed structures within 10 years.

5. Standards That Will Guide the Community Development [17C-5-105(3)]

A. General Design Objectives

Development within the Project Area will be held to high quality design and construction standards and will be subject to: (1) appropriate elements of the City's General Plan/North Station Small Area Master Plan; (2) applicable City building codes and ordinances; (3) Planning Commission review and recommendation; and (4) the City's land use code.

Owners and developers will be allowed flexibility in the development of land located within the Project Area and are expected to obtain quality design and development per the Office Mixed Use (OMU) ordinance AND the Transit Mixed Use (TMU). The development contemplated herein shall be of a design and shall use materials that are in harmony with adjoining areas and subject to design review and approval by the City. It is contemplated that these design objectives will be addressed in development agreements with the developers specifically addressing these points.

Coordinated and attractive landscaping shall also be provided as appropriate for the character of the Project Area. Materials and design paving, retaining walls, fences, curbs, benches, and other items shall have an attractive appearance, be easily maintained, and indicative of their purpose.

Parking areas shall be designed with careful regard to orderly arrangement, topography, relationship to view, ease of access, and as an integral part of the overall site design.

All development will be accompanied by site plans, development data, and other appropriate material clearly describing the development, including land coverage, setbacks, heights, and any other data required by the City's land use code, the applicable zoning designations, or as requested by the City or the Agency.

The general standards that will guide the community development are as follows:

1. Encourage and assist community development with the creation of well-planned, vibrant mixed-use development, including a commercial office district for the City.

2. Provide for the strengthening of the tax base and economic health of the entire community

and the State of Utah.

3. Implement the tax increment financing provisions of the Act, which are incorporated herein by reference and made a part of this Plan.

4. Encourage economic use of and new construction upon the real property located within the Project Area.

5. Promote and market the Project Area for community development that would be complementary to existing businesses that would enhance the economic base of the City through diversification.

6. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of community activity for the City.

7. Remove any impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by adequate public utilities and infrastructure improvements.

8. Achieve an environment that reflects an appropriate level of concern for architectural, landscape and design principles, developed through encouragement, guidance, appropriate controls, and financial and professional assistance to owner participants and developers.

9. Provide for construction of public streets, utilities, curbs and sidewalks, other public rights-of-way, street lights, landscaped areas, public parking, water utilities, sewer utilities, storm drainage, open space, and other public improvements.

10. Provide public streets and road access to the area to facilitate better traffic circulation and reduce traffic hazards by assisting in the street alignments.

B. Specific Design Objectives and Controls

In addition to the general City design objectives and standards described above, it is contemplated that the following guidelines will be approved.

1. Building Design Objectives

All new buildings shall be of design and materials that will be in harmony with adjoining areas and other new development.

The design of buildings shall take advantage of available views and topography and shall provide, where appropriate, separate levels of access.

2. Open Space Pedestrian Walks and Interior Drive Design Objectives

All open spaces, pedestrian walks and interior drives shall be designed as an integral part of an overall site design, properly related to other buildings.

Comfortably graded pedestrian walks should be provided along the lines of the most intense use, particularly from building entrances to parking areas, and adjacent buildings on the same site.

The location and design of pedestrian walks should afford adequate safety and separation from vehicular traffic.

Materials and design of paving, retaining walls, fences, curbs, and other accouterments, shall be of good appearance, easily maintained, and indicative of their purpose.

3. Parking Design Objectives

Parking areas shall be designed with regard to orderly arrangement, topography, ease of access, and as an integral part of overall site design.

It is desirable that parking areas be relatively level, or that parking structures be constructed thus maximizing the development potential

4. Project Improvement Design Objectives

- All streets and walkways within public rights-of-way will be designed or approved by the City and will be consistent with all design objectives.
- Lighting standards and signs of pleasant appearance and modern illumination standards shall be provided as necessary as approved by the City.
- The applicable portions of the Project Area will be graded in conformance with the final project design determined by the Agency and the City for each specific project.

C. Techniques to Achieve the Community Reinvestment Plan Objectives

Activities contemplated in carrying out the Plan in the Project Area may include the acquisition and development of properties in the Project Area.

Parcels of real property located in the Project Area may be acquired by purchase, but shall not be acquired by condemnation.

D. Property Acquisition, Disposition and Development

The objectives of this Plan are to be accomplished by various means including but not limited to the following:

1. Acquisition of Real Property

The Agency may acquire, but is not required to acquire, real property located in the Project Area. The Agency may acquire property by negotiation, gift, devise, exchange, purchase, or other lawful method, but not by eminent domain (condemnation). The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, rights of way, etc. by negotiation, gift, devise, exchange, purchase or other lawful method, but not by eminent domain (condemnation).

2. Cooperation with the Community and Public Entities

The community and certain public entities are authorized by state law, with or without consideration, to assist and cooperate in the planning, undertaking, construction, or operation of projects within this Project Area. The Agency may seek the aid and cooperation of such public entities in order to accomplish the purposes of community development and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by a public entity without the consent of the public entity. The Agency, however, will seek the cooperation of all public entities that own or intend to acquire property in the Project Area. To the extent allowed by law, the Agency shall impose on all public entities owning real property in the Project Area the planning and design controls contained in this Plan to the end that uses and any future development by public entities will conform to the requirements of this Plan.

3. Property Management

During such time that property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for community development.

4. Property Disposition and Development

The Agency is also authorized, by lawful means, to provide for and promote the community development of the Project Area as described below.

While there are currently no buildings or structures in the Project Area and it is unlikely that there will ever be a need to demolish and clear buildings or structures in the Area, the Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area, should such a need occur, to carry out the purposes of this Plan. The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities, within the Project Area, not prohibited by law which are necessary or desirable to carry out this Plan, as well as publicly-owned improvements and infrastructure outside the Project Area that are of benefit to the Project Area. The Agency is authorized to prepare or cause to be prepared as building sites any real property in the Project Area. The Agency is also authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area should such a need occur in the future. The Agency is also authorized to advise, encourage, and assist in the rehabilitation of property in the Project Area not owned by the Agency should such a need occur in the future.

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by leases or sales by negotiation with or without public bidding. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan. Real property may be conveyed by the Agency to the City or any other public entity without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to this Plan. All purchasers or lessees of property from the Agency shall be made obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

To the maximum possible extent, the objectives of this Plan are to be accomplished through Agency encouragement of, and assistance to, private enterprise in carrying out development activities. To provide adequate safeguards to ensure that the provisions of this Plan will be carried out, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds,

contracts, agreements, declarations of restrictions, provisions of the City ordinances, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary or desirable to carry out this Plan.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or outside the Project Area for itself or for any public entity to the extent that such improvement would be of benefit to the Project Area. During the period of development in the Project Area, the Agency shall require that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for development by owners or developers shall be submitted to the Agency for review and approval. All community development must conform to this Plan and all applicable federal, state, and local laws.

For the purpose of this Plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, and otherwise dispose of personal property.

E. Approvals

The City shall approve the design of all development within the Project Area to ensure that development therein is consistent with this Plan. With a recommendation from the Farmington Planning Commission and accompanying public hearings as required by state law.

6. How the Purposes of this Title Will Be Attained by the Community Development [17C-5-105(4)]

It is the intent of the Agency, with the assistance and participation of private owners, to facilitate new development within the Project Area that includes this objective: the creation of a City Center and an employment center. There has been no activity in the area since the North Station study master plan was completed and adopted by the City Council and Planning Commission (2016), public assistance is necessary in order to encourage economic development. Further, the Project will strengthen the tax base of all applicable taxing entities, will accomplish community development objectives and create a well-planned community reinvestment area. The purposes of the Act will be obtained as a result of the proposed community development project by accomplishing the following items:

A. Establishment of New Business

The project includes significant commercial development which will benefit the State, City and other taxing entities through increased job creation, increased sales tax base, increased property tax base, and increased income taxes paid.

B. Public Infrastructure Improvements

The construction of the public infrastructure improvements as provided by this Plan will support the development contemplated herein and provide for future development in surrounding areas. Infrastructure is an important element of economic development and areas that lack good infrastructure are not able to be competitive in attracting good-quality businesses to locate in their

community.

Specifically, this Plan contemplates water reconstruction, storm water reconstruction, street improvements, increased signage and landscaping, establishment of a revolving loan fund for façade renovations and potential economic incentives to attract a major tenant pursuant to §17C-1-409 which dictates the allowable uses of agency funds. Further, there are extraordinary costs of development associated with some of the properties in the Project Area, due to the potential cost of demolishing old buildings. Thus, the components of the Project provided in this Plan will encourage, promote and provide for community development within the Project Area and the City generally for years to come.

xc

7. THE PLAN IS CONSISTENT WITH AND WILL CONFORM TO THE COMMUNITY'S GENERAL PLAN AND MORE DETAILED NORTH STATION SMALL AREA MASTER PLAN [17C-5-105(5)]

This Plan is consistent with the City's General Plan 2011 and the North Station Small Area Master Plan approved June 07, 2016.

The North Station Small Area Master Plan specifically states:

> *"For many years the City has planned for a Business Park in the area north of Station Park. At the recent strategic planning session held with the City Council, planning for this project was set as a high priority for the City. We are currently calling this the "North Station" project area… Multiple property owners exist in this project area. [The land owners have] been working with the City on a land use analysis and market study that addresses anticipated absorption rates for office, retail and multifamily uses."*

8. DESCRIPTION OF ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY DEVELOPMENT [17C-5-105(7)]

The proposed community development project will include a mix of retail, office and residential uses. It is anticipated that approximately 1,228,818 additional square feet total (residential, office, and retail space) will be built in the area. The City would like to attract a major office marquee tenant in order to provide greater economic stability and reduce the current office turnover rates in the area.

Specific projects also include reconstruction and upgrading of public infrastructure improvements, in order to serve the new development anticipated for the area. Other projects may include the establishment of a Revolving Loan Fund for façade improvements, costly wetland mitigation and excavation of farmland where a private developer is involved pursuant to §17C-1-409 which dictates the allowable uses of agency funds. Again, no eminent domain is included as part of this Project Area Plan and demolition of properties would only occur through the voluntary participation of a property owner.

9. How Private Developers Will Be Selected and Identification of Current Developers in the Community Development Project Area [17C-5-105(8)]

A. Selection of Private Developers

There are 13 separate private property owners among 22 parcels of varying size in the CRA. The lions share of the land is held by "development" companies or private land trusts. The Agency contemplates that owners of real property within the Project Area will take advantage of the opportunity to develop their property, or sell their property to developers for the development of facilities within the Project Area. In the event that owners do not wish to participate in the community development in compliance with the Plan, or in a manner acceptable to the Agency, or are unable or unwilling to appropriately participate, the Agency reserves the right pursuant to the provisions of the Act to acquire parcels, to encourage other owners to acquire other property within the Project Area, or to select non-owner developers by private negotiation, public advertisement, bidding or the solicitation of written proposals, or a combination of one or more of the above methods.

B. Identification of Developers Who are Currently Involved in the Proposed Community Development

1. Qualified Owners

Any person wishing to become a developer will be required to own or have the right to purchase all or part of the Project Area.

2. Other Parties

If no owner in the Project Area, as described in Subparagraph A above, who possesses the skill, experience and financial resources necessary to become a developer in the Project Area is willing or able to become a developer of all or part of the Project Area, the Agency may identify other qualified persons who may be interested in developing all or part of the Project Area. Potential developers may be identified by one or more of the following processes: (1) public solicitation, (2) requests for proposals (RFP), (3) requests for bids (RFB), (4) private negotiation, or (5) some other method of identification approved by the Agency.

3. Owner Participation Agreements

The Agency has not entered into nor does it intend to enter into any owner participation agreements or agreements with developers to develop all or part of the Project Area until after the Agency and the City decide whether or not to adopt this Plan for the Project Area. If the Project Area is adopted,

10. Reasons for the Selection of the Project Area [17C-5-105(9)]

The Project Area was selected by the Agency as that area within the City having an immediate opportunity to strengthen the community and to move forward the goals and objectives as expressed in the City's General Plan. Additionally, although not required as part of this Plan, it is

anticipated that the project will create 4,460 new jobs.

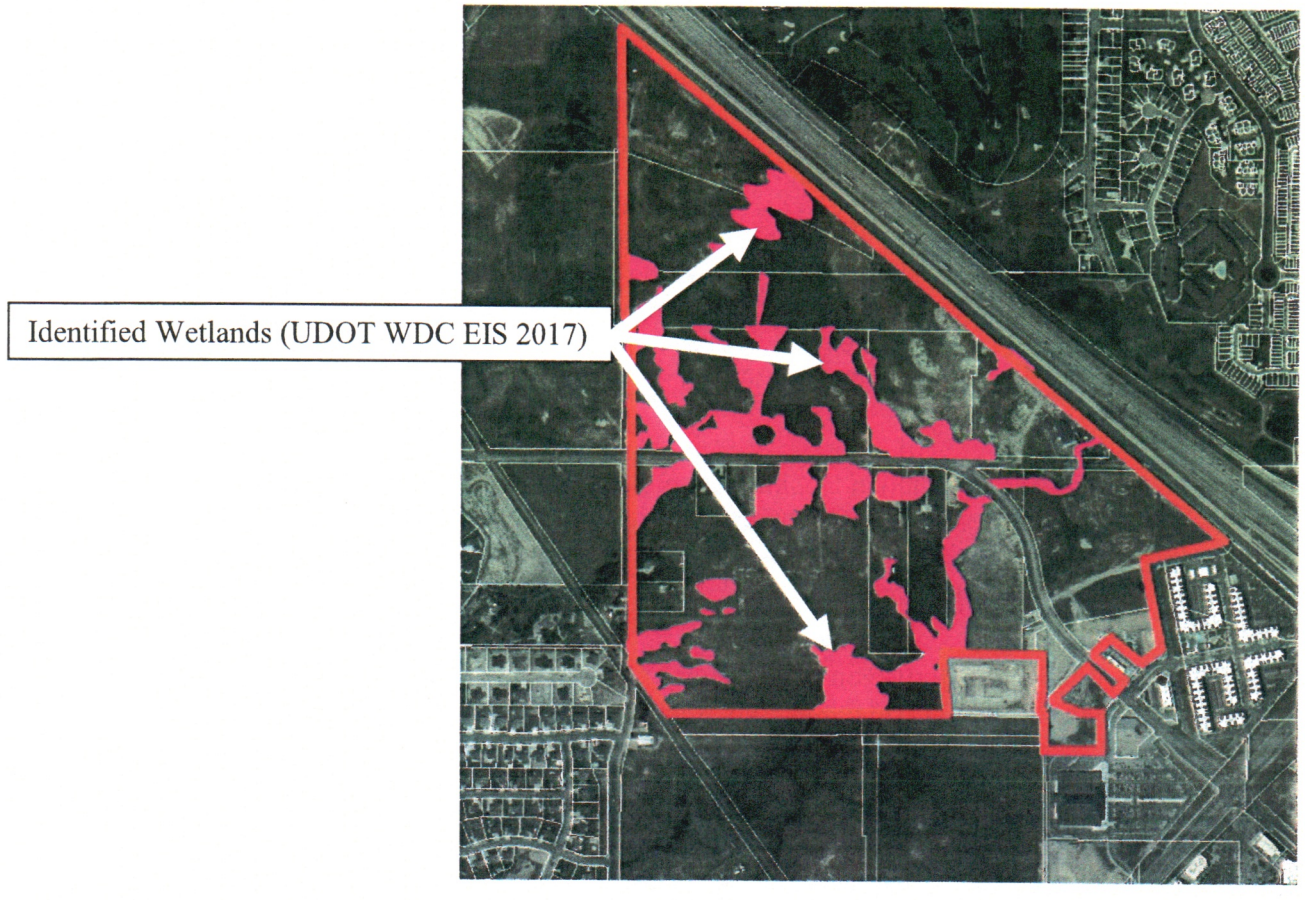
The Project Area contains a portion of the City that is desirable for commercial development because of: (1) its proximity to Station Park and (2) the opportunity to commence public-private partnerships to improve this area of the City and create a city employment center.

Specific boundaries of the Project Area were arrived at by the Agency after a review of the area by members of the Agency, city staff, economic development consultants, and other technical and legal consultants. Planned treatment of this area is intended to stimulate development to the degree necessary for sound long-term growth in the Project Area and to encourage the development of real property located within the Project Area. Finally, development of the Project Area as a City and Employment Center is an important element in the City's General Plan.

11. Description of the Physical, Social and Economic Conditions Existing in the Area [17C-5-105(10)]

A. Physical Conditions

The Project Area consists of approximately 157 acres of developable land, most is not serviced by utilities and is not considered improved by development standards – all but 15 acres has green belt status. Roughly 20% of the land is in what has been preliminarily determined to have potential wetlands in existence. The cost of which to mitigate is around $80,000/ac.



B. SOCIAL CONDITIONS

No unusual social conditions were found to exist. Because of the development of land into a mixed-use commercial office center, consistent with the General Plan of the City, this area will take on a new social character that will enhance existing development in the City. The Farmington North Station Area #2 Plan will bring residents and visitors to the Project Area for shopping and employment. It is anticipated, therefore, that the proposed project area will add to the community's economy, quality of life, and reputation.

C. ECONOMIC CONDITIONS

The majority of the Project Area currently is associated with the greenbelt properties. The total base year taxable value in the Project Area is $19,380,076 but only collects $36,894/per year. The tax base where applicable is the value before leaving greenbelt. 100% of greenbelt "roll back funds" will be distributed to the taxing entities.

12. TAX INCENTIVES OFFERED TO PRIVATE ENTITIES FOR FACILITIES LOCATED WITHIN THE PROJECT AREA [17C-5-105(11)]

The Agency intends to use property tax increment generated within the Project Area to pay part of the costs associated with development of the Project Area. The Agency intends to negotiate and enter into one or more inter-local agreements with Farmington City, Davis County/Davis County Library, Davis School District, Benchland Water District, Weber Basin Water Conservancy, Davis County Mosquito Abatement, and Central Davis Sewer District to secure receipt of a portion of the property tax increment generated within the Project Area that would otherwise be paid to those taxing entities. Collectively, those tax revenues may be used to reimburse a private developer for a portion of the cost of the public infrastructure improvements including interest and bonding costs. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and other items from such tax revenues for any period of time the Agency and the taxing entities may deem appropriate under the circumstances.

Specifically, the Agency intends to enter into agreements with each of the taxing entities whereby the Agency will receive 70 percent of the property tax increment for a period of 20 years. The Project Area will trigger no later than December 31, 2024. The cap on the tax increment is $27.2 Million

Detailed tax increment information is provided in Appendix D in the Project Area Budget that is attached to this Plan and made a part thereof.

13. Analysis or Description of the Anticipated Public Benefit to be Derived from the Community Development [17C-5-105(12)]

The public will realize significant benefits from the development of the Community Reinvestment Project Area as proposed by this Plan. The Agency's long-term objective in developing the Project Area is to create a high-quality City and Employment Center that will diversify the City's economic and tax base and provide employment opportunities to City residents.

In order to facilitate the development contemplated herein, the Agency created the Project Area. The City and the Agency saw the development of the Project as an opportunity to "jump start" the proposed redevelopment by creating a public-private partnership for the project area.

A. Beneficial Influences on the Tax Base

The incremental taxable value of the area is $194 million over the next 20 years. At that time, the incremental property tax revenues to all taxing entities should reach over $2.5 million per year. In addition, the development will generate sales tax revenues and municipal energy ("franchise") tax revenues.

In addition to tax revenues, the project will generate other revenues including Class B/C Road Funds, business license fees, charges for services, and one-time fees such as building permits and impact fees.

B. Associated Business and Economic Activity

Business and economic activity likely to be derived includes business and employee expenditures, as well as construction expenditures.

1. Business and Employee Expenditures

It is anticipated that employees and business owners in the Farmington North Station 2 CRA Project Area will directly or indirectly purchase local goods and services related to their operations from local or regional suppliers. These purchases will likely increase employment opportunities in the related areas of business equipment, furniture and furnishings, business supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, office and printing services, transportation and delivery services.

A summary of benefits is as follows:

- Provide an increase in direct purchases in the City.
- Provide economic diversification within the City and Davis County.
- Encourage economic development in order for a public or private employer to create additional jobs in the community.

- Complement existing businesses and industries located within the City by providing new employees who may live and shop and pay taxes in the City and the region.

- Another benefit will be the expenditure of income by employees filling the new positions. The types of expenditures by employees in the area will likely include convenience shopping for personal and household goods, lunches at area restaurants, convenience purchases and personal services (haircuts, banking, dry cleaning, etc.) The employees will not make all of their convenience or personal services purchases near their workplace, and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity to the workplace (assuming the services are available).

2. CONSTRUCTION EXPENDITURES

Economic activity associated with the development will include construction activity. Market value of the project is expected to reach $194 million. This will create a significant number of construction jobs.

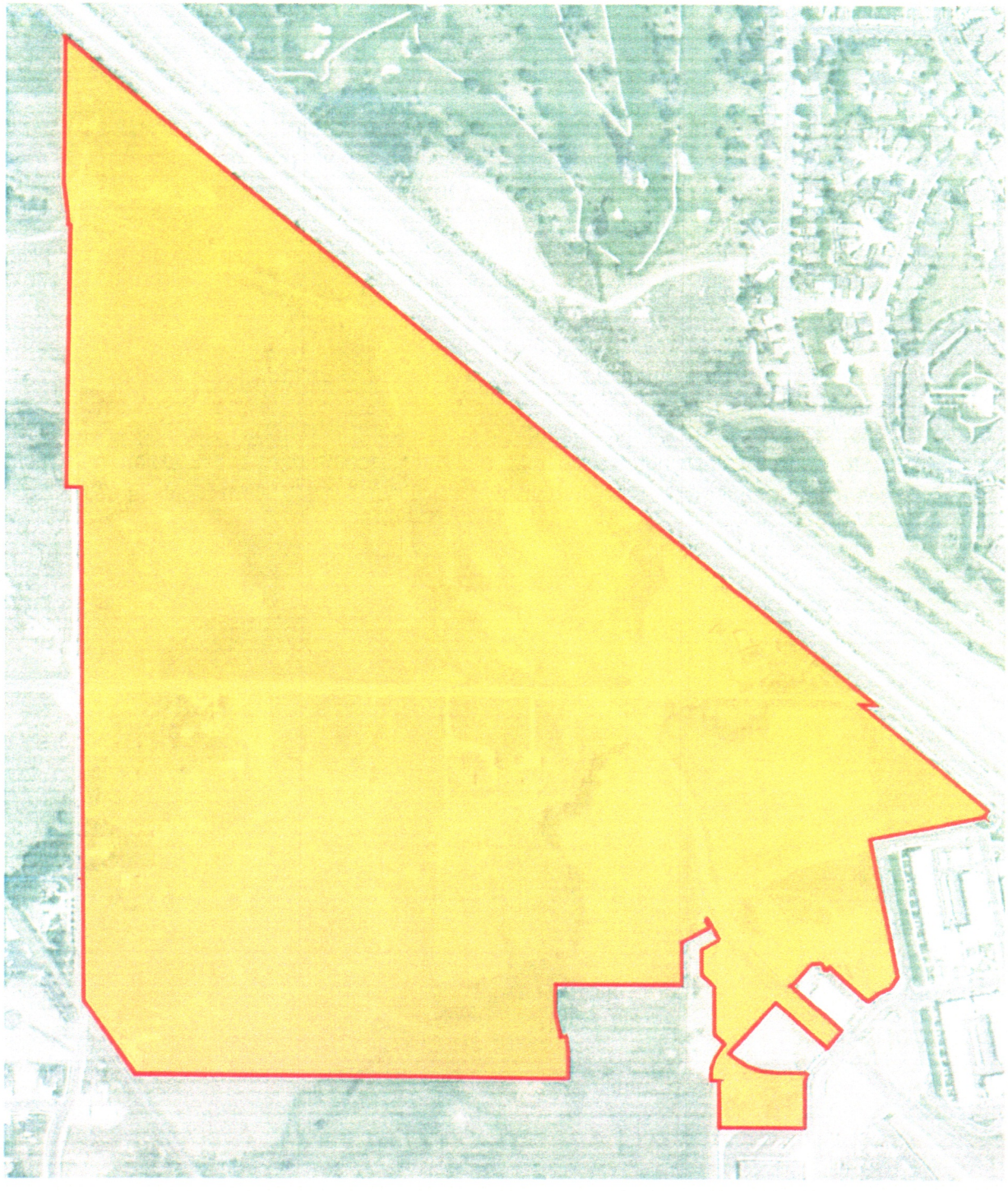
14. BLIGHT DETERMINATION IN THE COMMUNITY REINVESTMENT AREA [17C-5-104 (2)] (NO STRUCTURES SUBJECT TO HISTORIC STATUS)

Pursuant to the provisions of §17C-5-104 et seq. the agency anticipates no need to utilize eminent domain in the project area – thus no blight study is needed as outlined in §17C-5-402.

15. ALLOCATION OF PUBLIC FUNDS FOR HOUSING [17C-5-307]

Pursuant to 17C-5-307 (2) the agency is proposing 10% of the tax increment credit in the CRA to address Farmington's specific need for income targeted housing or housing assistance for residents; following guild lines and allocation requirements specified in Section 17C-1-412."

APPENDIX A: PROJECT AREA MAP AND LAYOUT OF PRINCIPAL STREETS



APPENDIX B: LEGAL DESCRIPTION

FARMINGTON CITY CRA BOUNDARY DESCRIPTION

Part of section 14, part of the northeast 1/4 of section 23, and part of the southwest 1/4 of section 13, township 3 north, range 1 west, Salt Lake base and meridian, more particularly described as follows:

Beginning at a point on the east line of the southwest quarter of said Section 14 said point being 389.45 feet N.00°20'03"W. along said east line of the southwest quarter from the south quarter corner of said Section 14; thence N.00°20'03"W. 1815.37 feet along said east line of the southwest quarter; thence S.89°39'57"W. 53.96 feet; thence N.00°41'22"E. 927.05 feet; thence N.89°18'38"W. 8.81 feet; thence N.00°13'11"E. 28.53 feet; thence N.06°35'33"W. 120.70 feet; thence N.00°05'55"E. 520.46 feet to the westerly right of way line of the Union Pacific Railroad; thence along said westerly right of way line the following five (5) courses: (1) S.50°36'12"E. 3716.91 feet; (2) N.89°40'30"W. 53.81 feet; (3) S.50°36'35"E. 260.79; (4) S.50°50'56"E. 327.80; (5) S.39°16'24"W. 26.87; thence S.78°30'56"W. 413.67 to a point on the westerly line of Broadway (1075 West Street); thence along said westerly line of Broadway S.11°28'29"E. 497.29 feet to a point on the northerly line of Grand Avenue (475 North Street); thence along said northerly line of Grand Avenue the following two (2) courses: (1) S.33°03'51"W. 47.04 feet; (2) Southwesterly along the arc of a 194.50 foot radius curve to the left 92.37 feet with a central angle of 27°14'39" (long chord bears S.59°07'50"W. 91.50 feet); thence N.48°27'49"W. 183.59 feet; thence S.41°32'46"W. 12.99 feet; thence Westerly along the arc of a 5.00 foot radius curve to the right 7.74 feet with a central angle of 88°39'54" (long chord bears S.85°52'43"W. 6.99 feet); thence Northwesterly along the arc of a 40.00 foot radius curve to the right 26.21 feet with a central angle of 37°32'22" (long chord bears N.31°01'09"W. 25.74 feet); thence S.84°16'08"W. 31.43 feet; thence S.55°44'30"W. 8.29 feet; thence S.41°48'29"W. 82.37 feet; thence S.62°57'51"W. 17.19 feet to a point on the easterly right of way line of Station Parkway; thence S.48°13'24"E. 242.19 feet along said easterly right of way; thence S.40°35'19"W. 80.02 feet to a point on the westerly right of way line of Station Parkway; thence N.48°13'24"W. 241.69 feet along said westerly right of way to the southerly right of way line of Market Street; thence S.41°46'17"W. 243.59 feet along said southerly right of way to a point on the boundary line of Lot 402, Park Lane Commons – Phase 4; thence along said boundary line of Lot 402 the following seven (7) courses: (1) S.48°13'43"E. 19.30 feet; (2) Easterly along the arc of a 220.00 foot radius curve to the left 160.73 feet with a central angle of 41°51'36" (long chord bears S.69°09'31"E. 157.18 feet); (3) N.89°54'41"E. 113.74 feet; (4) Southerly along the arc of a 148.08 foot radius curve to the left 61.49 feet with a central angle of 23°47'32" (long chord bears S.09°53'41"W. 61.05 feet); (5) S.00°06'18"E. 144.26 feet; (6) S.89°53'42"W. 301.16 feet; (7) N.00°06'18"W. 176.45 feet; thence N.89°19'11"W. 30.44 feet; thence N.00°38'18"E. 36.94 feet to the northerly right of way line of Market Street; thence along said northerly right of way line the following two (2) courses: (1) Northeasterly along the arc of a 166.50 foot radius curve to the right 88.99 feet with a central angle of 30°37'24" (long chord bears N.26°27'35"E. 87.94 feet); (2) N.41°46'17"E. 18.15 feet to a point on the boundary line of Lot 303, Park Lane Commons – Phase 3; thence along said boundary line of Lot 303 the following eighteen (18) courses: (1) N.48°13'43"W. 50.70 feet; (2) N.00°00'00"E. 170.86 feet; (3) N.47°56'27"W. 59.98 feet; (4) N.00°00'00"E. 88.23 feet; (5) N.61°45'46"E. 71.30 feet; (6) Northeasterly along the arc of a 810.10 foot radius curve to the right 89.36 feet with a central angle of 06°19'13" (long chord bears N.29°10'24"W. 89.32 feet); (7) S.61°52'50"W. 0.98 feet; (8) Southerly along the arc of a 8.00 foot radius curve to the left 12.36 feet with a central angle of 88°32'30" (long chord bears S.17°36'35"W. 11.17 feet); (9) Southeasterly along the arc of a 325.70 foot radius curve to the left 27.04 feet with a central angle of 04°45'23" (long chord bears S.29°02'22"E. 27.03 feet); (10) S.61°45'46"W. 111.21 feet; (11) S.00°03'28"W. 147.51 feet; (12) N.89°47'29"W. 444.82 feet; (13) S.00°00'00"E. 104.92 feet; (14) S.12°28'48"E. 85.58 feet; (15) N.77°31'12"E. 18.05 feet; (16) S.12°28'48"E. 20.36 feet; (17) Southerly along the arc of a 172.54 foot radius curve to the right 37.67 feet with a central angle of 12°30'40" (long chord bears S.06°13'28"E. 37.60 feet); (18) S.00°01'52"W. 93.30 feet; thence N.89°35'02"W. 1532.64 feet to the easterly right of way line of the historic Denver and Rio Grande Railroad; thence N.34°42'03"W. 320.32 feet along said easterly right of way line to the point of beginning.

Calculated area contains approximately 157.06 acres.

APPENDIX C: LIST OF PARCELS

Parcel Number	Tax District	2017 Taxable Value	2017 taxes	Acres	Legal Description
80580020	23	$949,117	$9.12	11.86	BEG ON N'LY LINE OF OLD OSL RR R/W AT PT 7.35 CHAINS N & 100.62 FT N FR SW COR OF NE 1/4 SEC 14-T3N-R1W, SLM; TH SE'LY ALG SD R/W 21.00 CHAINS,
80580016	23	$979,685	$10.49	12.29	BEG AT A PT WH IS S 89^50'04" W 43.56 FT ALG THE SEC LINE & S 0^20'03" E 143.95 FT FR THE CENTER OF SEC 14-T3N-R1W, SLM; & RUN TH S 89^40'36" E 1,579.89 FT TO A PT ON THE SW'LY BNDRY OF THE UPRR R/W &
084860116	23	$500	6.16	0.01	PARCEL 2: A PART OF PARCEL B, PARK LANE COMMONS & LOC IN THE SE 1/4 OF SEC 14-T3N-R1W, SLB&M, DESC AS FOLLOWS: BEG AT A PT N 00^00'21" W 528.13 FT ALG THE E LINE OF SEC 14-T3N-R1W, SLB&M, & W 107.20
80600026	23	$962,850	$2.88	12.06	BEG AT A PT WH IS S 89^50'04" W 43.56 FT ALG THE SEC LINE & S 0^20'03" E 448.73 FT FR THE CENTER OF SEC 14-T3N-R1W, SLM; & RUN TH S 89^40'36" E 1,876.76 FT ALG THE EXT S BNDRY OF LOT 4, BLK 34, BC PLA
80600003	23	$1,830,020	$4.84	20.26	BEG NE COR OF LOT 3, BLK 34, BC PLAT, FARMINGTON TS SURVEY, SEC 14-T3N-R1W, SLM, W 77.1 RODS, S 42 RODS, E 77.1 RODS, N 42 RODS TO BEG. LESS STR CONT. 20.26 ACRES
80600045	23	$771,532	$531.17	9.41	BEG IN THE N LINE OF BURKE LANE AT THE SW COR OF LOT 1, BLK 34, BC PLAT, FARMINGTON TS SURVEY; & RUN TH N 40.0 RODS; TH E 35.50 RODS, M/L, TO THE W'LY LINE OF A RR R/W & THE POB OF PPTY CONV IN QC DEE
80600046	23	$1,568,025	$0	6.78	A PART OF LOT 1 & LOT 20, BLK 34 OF BC PLAT, FARMINGTON TS SURVEY; BEG AT A PT ON THE W'LY LINE OF A UPRR R/W BEING 2168.98 FT N 00^00'21" W ALG THE SEC LINE & 766.83 FT N 89^59'39" W FR THE SE COR OF
80600034	23	$2,931,197	$8.37	35.03	BEG ON S LINE OF LOT 8, BLK 27, BC PLAT, AT A PT 9.4 RODS, M/L, N ALG 1/4 SEC LINE OF SW 1/4 OF SE 1/4 SEC 14-T3N-R1W, SLM; & RUN TH N 0^20'03" W 515.1 FT, M/L, TO A PT 670.21 FT N 0^20'03" W ALG THE
80600012	23	$585,000	$4,034	1.01	BEG ON THE S LINE OF A RD AT A PT N 00^20'03" W 1460.21 FT ALG 1/4 SEC LINE & S 89^38'13" E 340.0 FT ALG SD S LINE FR S 1/4 COR OF SEC-14-T3N-R1W, SLM; & RUN TH S 00^21'47" W 275.0 FT; TH S 89^38'13
80600016	23	367,000	2,657.76	1.01	BEG ON E LINE OF A RD AT A PT N 00^20'03" W 990.21 FT ALG 1/4 SEC LINE FR S 1/4 COR OF SEC-14-T3N-R1W, SLM; & RUN TH N 89^39'57" E 275.0 FT; TH S 00^20'03" E 160.0 FT; TH S 89^39'57" W 275.0 FT TO SD

80600018	23	80,214	1,228.43	1.01	BEG ON THE E LINE OF A RD AT A PT N 00^20'03" W 830.21 FT ALG THE 1/4 SEC LINE FR THE S 1/4 COR OF SEC 14-T3N-R1W, SLM; & RUN TH N 89^39'57" E 275 FT; TH S 00^20'03" E 160 FT; TH S 89^39'57" W 275 FT
80600013	23	198,339	2,575	1.01	BEG ON S LINE OF A RD AT A PT N 00^20'03" W 1460.21 FT ALG 1/4 SEC LINE & S 89^38'12" E 500.0 FT ALG SD S LINE FR S 1/4 COR SEC-14-T3N-R1W, SLM; (BASIS OF BEARING IS DAVIS COUNTY TS REF PLAT DATED 11/
80600029	23	718,000	5,309.96	4.85	BEG AT THE NW COR OF LOT 12, BLK 27, BC PLAT, FARMINGTON TS SURVEY, WH PT IS S 89^45'48" W 1369.01 FT ALG THE SEC LINE & N 0^20'03" W 1444.78 FT FR THE SE COR OF SEC 14-T3N-R1W, SLM; & RUN TH S 89^41'
80600043	23	734,000	4,358.81	4.84	BEG AT A PT ON THE S LINE OF BURKE LANE AT A PT S 89^41'35" E 213.32 FT FR THE NW COR OF LOT 12, BLK 27, BC PLAT, FARMINGTON TS SURVEY; WH PT IS S 89^45'48" W 1369.01 FT ALG THE SEC LINE & N 0^20'03"
84860118	23	822,430	12.01	8.41	A PARCEL OF LAND IN FEE SIT IN THE SE 1/4 OF SEC 14-T3N-R1W, SLB&M. THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE W LINE OF THE PARK LANE COMMONS SUB AS RECORDED
85690304	23	136,940	0	2.76	ALL OF PARCEL A, PARK LANE COMMONS - PHASE 3. CONT. 2.75800 ACRES.
85690302	23	192,253.	2,424.43	.99	ALL OF LOT 302, PARK LANE COMMONS - PHASE 3. CONT. 0.98500 ACRES.
85910408	23	666,468.00	442.38	1.53	ALL OF LOT 402, PARK LANE COMMONS - PHASE 4. CONT. 1.53000 ACRES
84860114	23	915,978	$11,518.42	2.30	ALL OF PARCEL B, PARK LANE COMMONS. CONT. 3.00400 ACRES LESS & EXCEPT "PARCEL 1" AS CONV IN QC DEED RECORDED 01/26/2016 AS E# 2917431 BK 6439 PG 28 DESC AS FOLLOWS: A PART OF PARCEL B, PARK L
86120001	23	$285,931.12	$286.57	0.938	ALL OF LOT 1, RESIDENCES AT STATION PARKWAY SUBDIVISION. CONT. 0.93800 ACRES.
86120006	23	$2,063,093.65	$2,067.73	6.33	ALL OF LOT 6, RESIDENCES AT STATION PARKWAY SUBDIVISION. CONT. 6.33800 ACRES.
86120007	23	$425,848.38	$426.80	1.83	ALL OF LOT 7, RESIDENCES AT STATION PARKWAY SUBDIVISION. CONT. 1.8300 ACRES.
86120004	23	$1,196,155.36	$1,198.84	3.924	ALL OF LOT 4, RESIDENCES AT STATION PARKWAY SUBDIVISION. CONT. 3.92400 ACRES.
86120005	23	$150,000.00	$158.35	0.57	ALL OF LOT 5, RESIDENCES AT STATION PARKWAY SUBDIVISION. CONT. 0.57000 ACRES.

APPENDIX D: PROJECT AREA BUDGET

	Increment budget	Quantity	Unit	Improvements covered by Farmington City	Improvement paid for by developer	total cost of improvement
Land Acquisition for ROW	$8,034,031	24	AC	$0	$3,780,720	$11,814,751
Roads	$2,510,635	5732	LF	$3,012,761	$4,519,142	$10,042,539
Lighting	$251,063	38	EA	$0	$0	$251,063
Sewer 18"	$1,004,254	5286	LF	$1,205,104	$1,807,657	$4,017,016
Water 12"	$502,127	5400	LF	$602,552	$903,828	$2,008,508
storm water	$502,127	5342	LF	$301,276	$1,205,105	$2,008,508
Power Underground	$251,063	7609	LF	$0	$753,190	$1,004,254
Fiber Optics	$251,063	7609	LF	$0	$753,190	$1,004,254
Substations	$1,255,317	0.5	EA	$0	$1,069,344	$2,324,662
Improved Open Space	$1,757,444	13	AC	$0	$1,757,444	$3,514,889
Housing Contribution**	$2,719,854	1	EA	N/A	N/A	N/A
Tenant Outreach	$4,399,636	1	EA	N/A	N/A	N/A
Wetland mitigation	$2,400,000	30	AC	N/A	N/A	$2,400,000
Administration*	$1,359,927	1	EA	N/A	N/A	N/A
Totals	**$27,198,542**			**$5,121,695**	**$16,549,623**	**$40,390,443**

*3% to Agency and 2% to County
**10% of total increment per {17C-5-307}

Years																						
Base Year Revenues	TOTAL	NPV	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Davis County	$136,136	$84,828	$6,806.80	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807
Davis School District	$466,621	$290,757	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331
Farmington	$119,628	$74,541	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981
Weber Basin Water Conservancy	$10,718	$6,679	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536
Davis County Mosquito Abatement	$6,591	$4,107	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330
Central Davis Sewer District	$11,766	$7,331	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588
Benchland Water District	$23,100	$14,394	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155
County Library	$23,162	$14,432	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158
TOTAL	$797,722	$497,069	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886
Percent to Taxing Agency																						
Davis County			70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Davis School District			70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Farmington			70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Weber Basin Water Conservancy			70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Davis County Mosquito Abatement			70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Central Davis Sewer District			70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Benchland Water District			70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
County Library			70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Incremental Revenues to Taxing Entities																						
Davis County	$1,989,259	$1,119,937	$17,122	$29,321	$41,519	$53,718	$65,917	$78,115	$90,314	$102,513	$114,711	$126,910	$126,910	$126,910	$126,910	$126,910	$126,910	$126,910	$126,910	$126,910	$126,910	$126,910
Davis School District	$6,818,388	$3,838,699	$58,687	$100,499	$142,311	$184,124	$225,936	$267,748	$309,560	$351,372	$393,185	$434,997	$434,997	$434,997	$434,997	$434,997	$434,997	$434,997	$434,997	$434,997	$434,997	$434,997
Farmington	$1,748,028	$984,126	$15,046	$25,765	$36,484	$47,204	$57,923	$68,642	$79,362	$90,081	$100,801	$111,520	$111,520	$111,520	$111,520	$111,520	$111,520	$111,520	$111,520	$111,520	$111,520	$111,520
Weber Basin Water Conservancy	$156,620	$88,176	$1,348	$2,308	$3,269	$4,229	$5,190	$6,150	$7,111	$8,071	$9,032	$9,992	$9,992	$9,992	$9,992	$9,992	$9,992	$9,992	$9,992	$9,992	$9,992	$9,992
Davis County Mosquito Abatement	$96,313	$54,223	$829	$1,420	$2,010	$2,601	$3,191	$3,782	$4,373	$4,963	$5,554	$6,145	$6,145	$6,145	$6,145	$6,145	$6,145	$6,145	$6,145	$6,145	$6,145	$6,145
Central Davis Sewer District	$171,922	$96,791	$1,480	$2,534	$3,588	$4,643	$5,697	$6,751	$7,805	$8,860	$9,914	$10,968	$10,968	$10,968	$10,968	$10,968	$10,968	$10,968	$10,968	$10,968	$10,968	$10,968
Benchland Water District	$337,544	$190,035	$2,905	$4,975	$7,045	$9,115	$11,185	$13,255	$15,325	$17,395	$19,465	$21,534	$21,534	$21,534	$21,534	$21,534	$21,534	$21,534	$21,534	$21,534	$21,534	$21,534
County Library	$338,444	$190,541	$2,913	$4,988	$7,064	$9,139	$11,215	$13,290	$15,366	$17,441	$19,516	$21,592	$21,592	$21,592	$21,592	$21,592	$21,592	$21,592	$21,592	$21,592	$21,592	$21,592
TOTAL	$11,656,518	$6,562,529	$100,330	$171,811	$243,291	$314,772	$386,253	$457,734	$529,215	$600,696	$672,177	$743,658	$743,658	$743,658	$743,658	$743,658	$743,658	$743,658	$743,658	$743,658	$743,658	$743,658
Incremental Revenues to Agency																						
Davis County	$4,641,605	$2,613,187	$39,951	$68,415	$96,878	$125,342	$153,805	$182,269	$210,733	$239,196	$267,660	$296,123	$296,123	$296,123	$296,123	$296,123	$296,123	$296,123	$296,123	$296,123	$296,123	$296,123
Davis School District	$15,909,572	$8,956,965	$136,936	$234,498	$332,060	$429,622	$527,184	$624,745	$722,307	$819,869	$917,431	$1,014,993	$1,014,993	$1,014,993	$1,014,993	$1,014,993	$1,014,993	$1,014,993	$1,014,993	$1,014,993	$1,014,993	$1,014,993
Farmington	$4,078,731	$2,296,294	$35,106	$60,118	$85,130	$110,142	$135,154	$160,166	$185,178	$210,190	$235,201	$260,213	$260,213	$260,213	$260,213	$260,213	$260,213	$260,213	$260,213	$260,213	$260,213	$260,213
Weber Basin Water Conservancy	$365,448	$205,744	$3,145	$5,386	$7,628	$9,869	$12,110	$14,351	$16,592	$18,833	$21,074	$23,315	$23,315	$23,315	$23,315	$23,315	$23,315	$23,315	$23,315	$23,315	$23,315	$23,315
Davis County Mosquito Abatement	$224,729	$126,521	$1,934	$3,312	$4,690	$6,069	$7,447	$8,825	$10,203	$11,581	$12,959	$14,337	$14,337	$14,337	$14,337	$14,337	$14,337	$14,337	$14,337	$14,337	$14,337	$14,337
Central Davis Sewer District	$401,152	$225,846	$3,453	$5,913	$8,373	$10,833	$13,293	$15,753	$18,213	$20,673	$23,133	$25,593	$25,593	$25,593	$25,593	$25,593	$25,593	$25,593	$25,593	$25,593	$25,593	$25,593
Benchland Water District	$787,603	$443,414	$6,779	$11,609	$16,439	$21,268	$26,098	$30,928	$35,758	$40,588	$45,417	$50,247	$50,247	$50,247	$50,247	$50,247	$50,247	$50,247	$50,247	$50,247	$50,247	$50,247
County Library	$789,703	$444,597	$6,797	$11,640	$16,482	$21,325	$26,168	$31,010	$35,853	$40,696	$45,538	$50,381	$50,381	$50,381	$50,381	$50,381	$50,381	$50,381	$50,381	$50,381	$50,381	$50,381
TOTAL	$27,198,542	$15,312,568	$234,102	$400,891	$567,680	$734,469	$901,258	$1,068,047	$1,234,836	$1,401,624	$1,568,413	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202

TOTAL	$27,198,542	$15,312,568	$234,102	$400,891	$567,680	$734,469	$901,258	$1,068,047	$1,234,836	$1,401,624	$1,568,413	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202
AGENCY BUDGET																						
Revenues	$27,198,542	$15,312,568	$234,102	$400,891	$567,680	$734,469	$901,258	$1,068,047	$1,234,836	$1,401,624	$1,568,413	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202
Expenses:																						
Administrative*			5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Administrative	($1,359,927)	($765,628)	($11,705)	($20,045)	($28,384)	($36,723)	($45,063)	($53,402)	($61,742)	($70,081)	($78,421)	($86,760)	($86,760)	($86,760)	($86,760)	($86,760)	($86,760)	($86,760)	($86,760)	($86,760)	($86,760)	($86,760)
CRA Housing Requirement**			10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
CRA Housing Requirement	($2,719,854)	($1,531,257)	($23,410)	($40,089)	($56,768)	($73,447)	($90,126)	($106,805)	($123,484)	($140,162)	($156,841)	($173,520)	($173,520)	($173,520)	($173,520)	($173,520)	($173,520)	($173,520)	($173,520)	($173,520)	($173,520)	($173,520)
Remaining Increment for Projects	$25,838,615	$14,546,939	$222,397	$380,847	$539,296	$697,745	$856,195	$1,014,644	$1,173,094	$1,331,543	$1,489,993	$1,648,442	$1,648,442	$1,648,442	$1,648,442	$1,648,442	$1,648,442	$1,648,442	$1,648,442	$1,648,442	$1,648,442	$1,648,442

*3% to Agency and 2% to County
**10% of total increment per {17C-5-307}

CITY COUNCIL AGENDA

For Council Meeting:
November 13, 2018

PUBLIC HEARING: Rezone of 19.24 acres located at the northeast corner of Burke Lane and 1525 West to OMU

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. Move that the City Council approve the rezone to OMU of property (19.24 acres) located at the northeast corner of Burke Lane and 1525 W subject to all applicable Farmington City development standards and ordinances.

GENERAL INFORMATION:

See enclosed staff report prepared by Brigham Mellor, Economic Development Director.

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

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

HISTORIC BEGINNINGS • 1847

City Council Staff Report

To: Honorable Mayor and City Council

From: Brigham Mellor, Economic Development Director

Date: November 13, 2018

SUBJECT: **AMENTI Rezone request for OMU for 19.24 acres on the northeast corner of Burke Lane and 1525 W**

RECOMMENDATION

Hold public hearing

And

Move that the City Council approve the rezone to OMU of property (19.24 acres) located at the northeast corner of Burke Lane and 1525 W subject to all applicable Farmington City development standards and ordinances.

BACKGROUND

Amenti Inc.-ETAL (Public Hearing) – Owner is requesting a recommendation to rezone property (19.24 acres) located at the northeast corner of Burke Lane (675 North) and 1525 West Street from A (Agriculture) to OMU (Office Mixed Use). This rezone request was a condition of the contract recently approved with the Kelly family (AMENTI) to locate a city park on an abutting parcel (approximately 18 Acres) which was zoned OMU. The zoning request was unanimously approved by the Planning Commission.

Findings for Approval

1. The rezone is consistent with the general plan
2. The rezone is consistent with the 2016 North Station Small Area Master Plan
3. There are road improvements being done along Burke lane in the coming year that make the rezone pertinent at this time

Supplemental Information

1. Enabling Ordinance
2. Zoning Map
3. General Plan Map

4. Proposed Zoning

Applicable Ordinances

1. Title 11, Chapter 10 – Agriculture Zones
2. Title 11, Chapter 18 – Mixed Use Districts

Respectfully Submitted

Brigham Mellor
Economic Development Director

Concur

Dave Millheim
City Manager

FARMINGTON, UTAH

ORDINANCE NO. 2018 -

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FROM A TO OMU FOR PROPERTY AT THE NORTHEAST CORNER OF BURKE LANE AND 1525 W

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

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

WHEREAS, the City Council of Farmington City finds that such zoning change should be made;

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

Section 1. Zoning Change. The property described in Application # Z-9-18, filed with the City, at the northeast corner of Burke Lane and 1525 W, identified by parcel number: 080600003, and comprising 19.24 acres.

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

Section 3. Effective Date. This ordinance shall take effect immediately.

DATED this 13th day of November, 2018.

FARMINGTON CITY

_____
H. James Talbot
Mayor

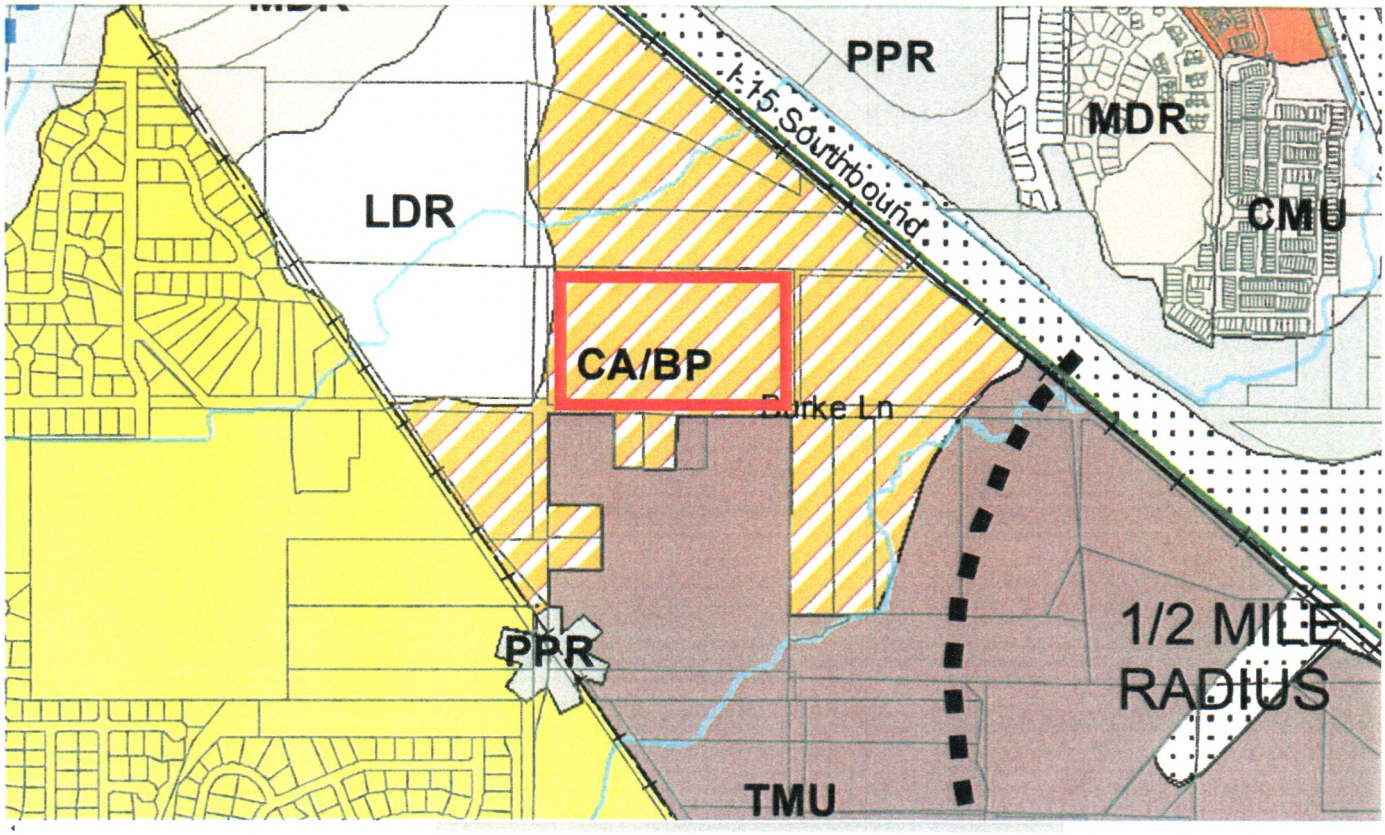
ATTEST:

_____
Holly Gadd
City Recorder

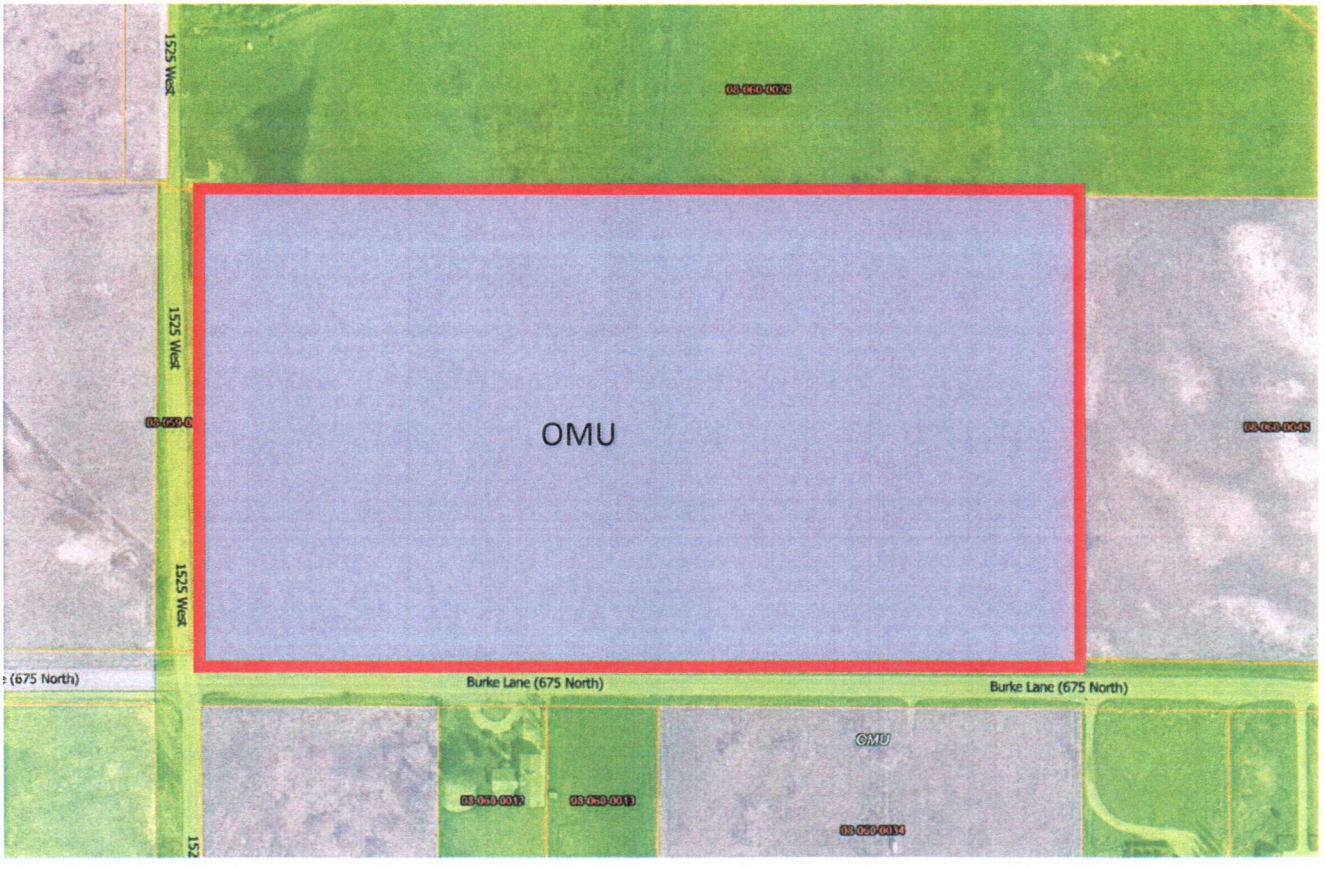
Zoning Map

1525 West
1525 West
1525 West
Burke Lane (675 North)
Burke Lane (675 North)
OMU
A

General Plan Map



Proposed Zoning Map



CITY COUNCIL AGENDA

For Council Meeting:
November 13, 2018

PUBLIC HEARING: Resolution Granting Consent to the Farmington City Redevelopment Agency to Receive Tax Increment for the Farmington North Station Community Reinvestment Area 1 (CRA1)

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Brigham Mellor, Economic Development Director.

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

FARMINGTON CITY

H. James Talbot
MAYOR

Brett Anderson
Doug Anderson
Alex Leeman
Cory Ritz
Rebecca Wayment
CITY COUNCIL

Dave Millheim
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Brigham Mellor, Economic Development Director

Date: November 13, 2018

SUBJECT: **RESOLUTION GRANTING CONSENT TO THE FARMINGTON CITY REDEVELOPMENT AGENCY TO RECEIVE TAX INCREMENT FOR THE FARMINGTON NORTH STATION COMMUNITY REINVESTMENT AREA 1**

RECOMMENDATION

Hold public hearing

And

Move that the City Council approve the included resolution authorizing the execution of the interlocal agreement for NORTH STATION CRA 1

BACKGROUND

Farmington City provides consent to the Farmington City Redevelopment Agency to receive Farmington City's tax increment, as to identified in the Project Area Plan (Exhibit A), which is incorporated herein by this reference, with the following general provisions:

a. Base Year: **2018**
b. Base Taxes collected in project area: $83/year
c. Anticipated effective date: 2020 - No later than December 31, 2024
d. Number of tax years agency will be paid taxing entity's increment: **20 years**
e. Percentage of taxing entity's tax increment to be paid to Agency: **70%**
f. Maximum cumulative dollar amount of taxing entity's increment: **$ 3,200,000** from City's mill levy.

Findings for Approval

1. The Project area plan is consistent with the general plan
2. The project area plan follows the 2016 North Station Small Area Master Plan

Applicable Ordinances

1. Title 17C, Chapter 5 Utah Code (Community Reinvestment Areas)
2. Title 11, Chapter 13 Utah Code (Interlocal Agreeements)

Respectfully Submitted

Brigham Mellor
Economic Development Director

Concur

Dave Millheim
City Manager

RESOLUTION _____

A RESOLUTION GRANTING CONSENT TO THE FARMINGTON CITY REDEVELOPMENT AGENCY TO RECEIVE TAX INCREMENT FOR THE FARMINGTON NORTH STATION COMMUNITY REINVESTMENT AREA 1 AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR THAT DEVELOPMENT AREA

WHEREAS, pursuant to the provisions of the Title 17C, Chapter 5, Part 2, Section 204 of the Utah Community Reinvestment and Renewal Agencies Act (the "**Act**"), Farmington city desires to provide consent to the Farmington City Redevelopment Agency (the "**Agency**"), for the Agency's receipt of certain tax increment for the purpose of providing funds to carry out the proposed Farmington North Station Community Reinvestment Project Area 1 (the "**Project Area Plan,**") which is attached to this Resolution as Exhibit A; and

WHEREAS, the proposed Project Area Plan has been reviewed by Farmington city and it is deemed to be in the best interest of Farmington city to provide consent to the Agency's receiving Farmington city's tax increment for property included within the Project Area Plan, pursuant to Section 17C-5-204(1)(a) of the Utah Code, in accordance with the proposed Project Area Plan; and

WHEREAS, the Agency will provide, prior to the use of any increment revenues collected under this resolution, a written certification, signed by an attorney licensed to practice law in the state of Utah, stating that the Agency and Farmington city have each followed all legal requirements relating to the adoption of the Resolution, pursuant to Section 17C-5-204(5) of the Utah Code; and

WHEREAS, the requirements for the content for a Resolution, as provided in Section 17C-5-204(6) of the Utah Code, have been met; and

WHEREAS, Farmington city and Farmington City RDA are authorized, pursuant to Title 11, Chapter 13 of the Utah Code, to enter into interlocal agreements for mutually beneficial purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE FARMINGTON CITY AS FOLLOWS:

1. Farmington city provides consent to the Farmington City Redevelopment Agency to receive Farmington city's tax increment, as to identified in the Project Area Plan (Exhibit A), which is incorporated herein by this reference, with the following general provisions:

a. Base Year: **2018**
b. Base Taxes collected in project area: $83/year
c. Anticipated effective date: 2020 - No later than December 31, 2024
d. Number of tax years agency will be paid taxing entity's increment: **20 years**
e. Percentage of taxing entity's tax increment to be paid to Agency: **70%**

f. Maximum cumulative dollar amount of taxing entity's increment: **$ 3,200,000**

from city's mill levy

2. The Recitals above are hereby incorporated herein by this reference.
3. The Commission authorizes the execution of the Interlocal Agreement between the Farmington City Redevelopment Agency and FARMINGTON CITY.
4. This Resolution is effective upon publication.

DATED this ____ day of _____, 2018.

FARMINGTON CITY

_____
H. James Talbot, Mayor

Attest:

_____
Holly Gadd, Secretary

EXHIBIT A

Interlocal Agreement between Farmington City Redevelopment Agency and Farmington city & Farmington North Station Community Reinvestment Project Area 1 Plan

INTERLOCAL AGREEMENT
BETWEEN THE FARMINGTON CITY REDEVELOPMENT AGENCY
AND FARMINGTON CITY

THIS INTERLOCAL AGREEMENT BETWEEN THE FARMINGTON CITY REDEVELOPMENT AGENCY AND FARMINGTON CITY (this "Agreement") is entered into by and between the **FARMINGTON CITY REDEVELOPMENT AGENCY** (the "Agency") and **FARMINGTON CITY** (the "City") (collectively, the "Parties").

RECITALS

A. The Agency was created pursuant to the provisions of the Limited Purpose Local Government Entities - Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the "Act"), and is authorized thereunder to conduct community development activities within Farmington City, Utah, as contemplated by the Act; and
B. On August 21st, 2018, the Agency authorized the preparation of the Farmington North Station Community Reinvestment Project Area 1 (the "Project Area"), and has prepared a draft community development project area plan for the Project Area, a copy of which is attached hereto as exhibit "A" and incorporated herein by this reference (referred to in this Agreement as the "Project Area Plan," which includes the legal description and a map of the Project Area), with goals to cultivate the development of a class A office employment center in the in the area north of station park.
C. The Agency and Farmington City intend to establish the Project Area through adoption of the proposed Project Area Plan prior to November 13, 2018; and
D. The City and the Agency have determined that it is in the best interests of the City to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and
E. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-l-l02 (hereinafter "Tax Increment")), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and
F. Utah Code Ann. § 17C-5-204(1)(a) authorizes the City to consent to the payment to the Agency of a portion of the City's share of Tax Increment generated from the Project Area for the purposes set forth herein; and
G. Utah Code Ann. § 11-13-215 further authorizes the City to share its tax and other revenues with the Agency; and
H. In order to facilitate development of the Project, the City desires to authorize the payment to the Agency of a portion of the City's share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and
I. The provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq. as amended (the "Cooperation Act").

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

1. City's Consent.

a. Pursuant to Utah Code Ann. §§ 17C-4-204(4) and 11-13-215, the City hereby agrees and consents

that the Agency shall be paid sixty percent (70%) of the City share of the Tax Increment from the Project Area (the "City Share") for t w e n t y (20) years, starting no later than December 31, 2024, with the base year being 2018. Based upon review of the City and Utah State Tax Commission records, the Parties believe that the 2018 base revenues of the Project Area is approximately eighty three dollars ($83), which base taxable value is subject to adjustment by law in accordance with the provisions of the Act. The City Share shall be used for the purposes set forth in Utah Code Ann. § 17C-5-204(3) as reflected herein and for the purpose of providing funds to the Agency to carry out the Project Area Plan and shall be disbursed as specified in the Project Area Plan. The calculation of the annual Tax Increment shall be made as required by Utah Code Ann. § 17C-5-204(4), using the City's then current tax levy rate.

b. The City shall pay directly to the Agency the City Share in accordance with Utah Code Ann. § 17C-5-206 for the 20-year period described in Section 1.a. above.
c. Notwithstanding the foregoing, if the Agency receives less than the specified twenty (20) years Tax Increment from the Project Area sufficient to retire, pay, or otherwise satisfy all of the payment obligations of the Agency with regard to the Project, including, but not limited to, tenant attraction, debt service on any bonds issued to finance Project costs or the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the City Share under this Agreement, or (ii) renegotiate this Agreement with the City to provide for the payment of the City Share for the remainder of all or a portion of the originally contemplated 20-year term of this Agreement. It is the intent of the Parties that the payment and use of Tax Increment from the Project Area for eligible Project costs will not extend over a period longer than twenty (20) years. In no case shall the total City Tax Increment collected by the Agency exceed Three-million two-hundred thousand dollars (**$3,200,000**).
d. Notwithstanding anything to the contrary in this Agreement, in the Project Area Plan, in the Act, or in the Cooperation Act, none of the City Share shall be used for environmental cleanup or remediation of water or aquifers or for the purchase or development of municipal and/or industrial water, including, but not limited to, purchase, treatment, or storage other than infrastructure owned and used by Farmington City in its delivery of water.

2. City's Contribution of Tax Increment Financing.

The Agency agrees that the City's participation in the Project area shall require ninety percent (70%) of the City's share of the Tax Increment from the Project Area (the "City Share"). The City Share shall be paid to the Agency for twenty (20) years, with the base year being 2018.

3. Amendments to Project Area Plan.

In the event the Agency or the City makes any substantive changes to the Project Area Plan, then the Agency shall provide the City with a copy of such revised Project Area Plan.

4. Authorized Uses of Tax Increment.

Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the City Share to the payment of any of the components of the Project as described herein and contemplated in the Project Area Plan, including, but not limited to tenant attraction, the cost and maintenance of public infrastructure and other improvements located within the Project Area, site preparation, and administrative costs, as authorized by the Act.

5. Effective Date of This Agreement.
This Agreement shall become effective as specified in Title 17C, Chapter 5, Section 205, Subsection (3)

6. No Third Party Beneficiary.
Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the Parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

7. Due Diligence.
Each of the Parties acknowledge for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Plan and expected benefits to the community and to the Parties, and each of the parties rely on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

8. Interlocal Cooperation Act.
In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Ann. §11-13-202.5;
b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. § 11-13-202.5(3);
c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. §11-13-209;
d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Utah Code Ann. § 11-13-207;
e. The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and its publication as provided in Utah Code Ann. § 17C-5-205(3), and shall continue through the date on which all of the City Share has been paid to and disbursed by the Agency as provide for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof, but in any event, unless amended, this Agreement shall terminate no later than December 31, 2044;
f. Following the execution of this Agreement by both Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Area in accordance with § 17C-5-205;
g. The Parties agree that they do not, by this Agreement, create an interlocal entity;
h. There is no financial or joint or cooperative undertaking and no joint or cooperative budget shall be established or maintained;
i. No real or personal property will be acquired, held or disposed of or used in conjunction with a joint or cooperative undertaking.

9. Modification and Amendment.
Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

10. Further Assurance.
Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

11. Governing Law.
This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

12. Severability.
If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

a. such holding or action shall be strictly construed;
b. such provision shall be fully severable;
c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. Incorporation of Recitals.
The recitals set forth above are hereby incorporated by reference as part of this Agreement.

15. Notices.
Any notices that may or must be sent under this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or at an address subsequently amended and provided in writing to the other party:

To the Agency:	To the City:
	Farmington City Attn: Mayor 160 s Main Street Farmington, UT 84025

16. Governmental Immunity.
The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even

if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

17. Benefits.

The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

18. Waivers or Modification.

No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

19. Binding Effect; Entire Agreement.

This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement.

20. Force Majeure.

In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay,

without any liability to the delayed Party.

21. Assignment Restricted.
The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

22. Counterparts.
This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

(remainder of page left intentionally blank)

AGENCY

Attest:

Jim Talbot, CHAIR

Holly Gadd, Secretary

FARMINGTON NORTH STATION COMMUNITY REINVESTMENT PROJECT AREA 1 AND THE FARMINGTON CITY REDEVELOPMENT AGENCY

Attorney Review for the Agency:

The undersigned, as counsel for the Farmington City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for Farmington North Station Community Reinvestment Project Area 1 And Farmington City Redevelopment Agency

Todd Godfrey, Agency Attorney

FARMINGTON CITY

_____

Jim Talbot
Farmington City Mayor

ATTEST:

_____

Holly Gadd, Secretary

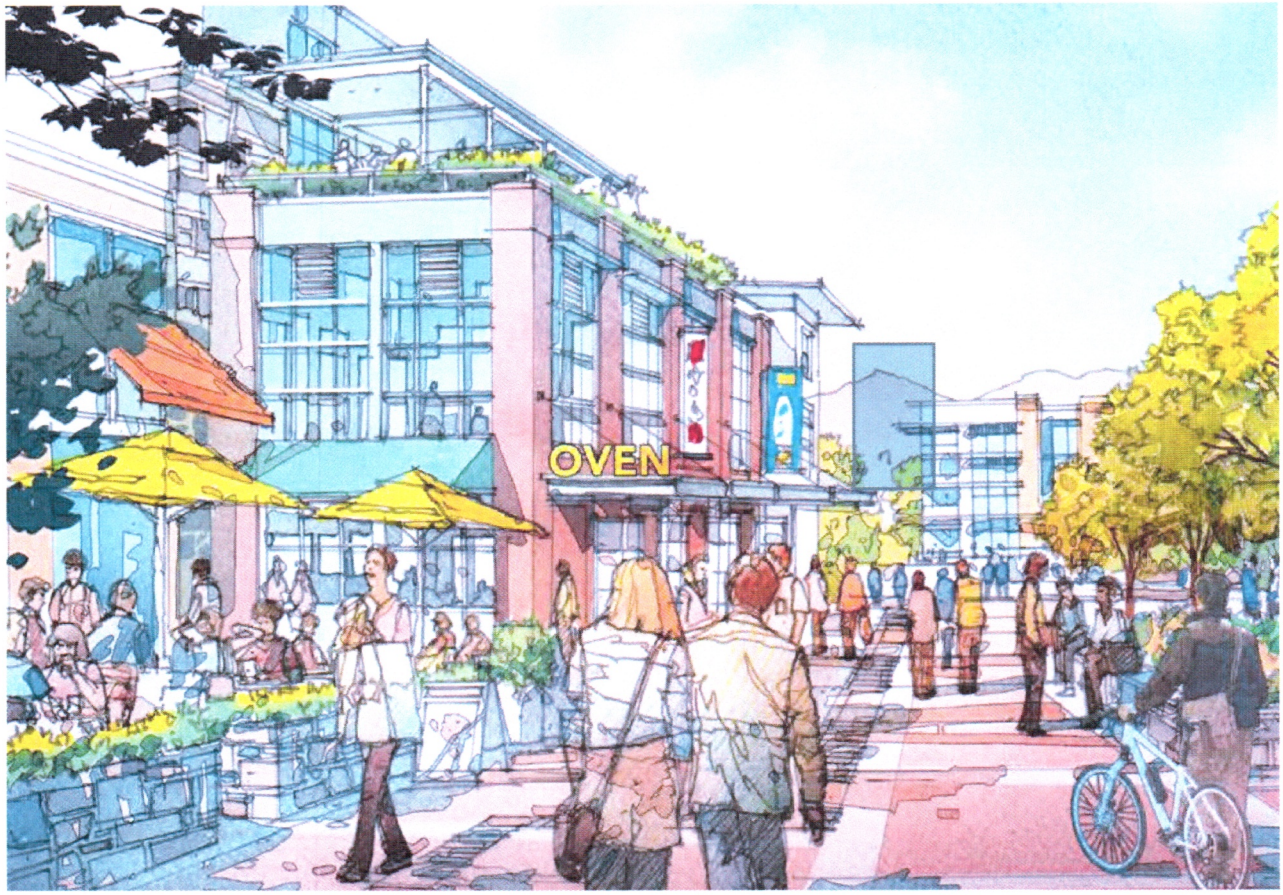
Attorney Review For the City

The undersigned, an attorney for the_____, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for Farmington City

Exhibit A

Project Area Plan



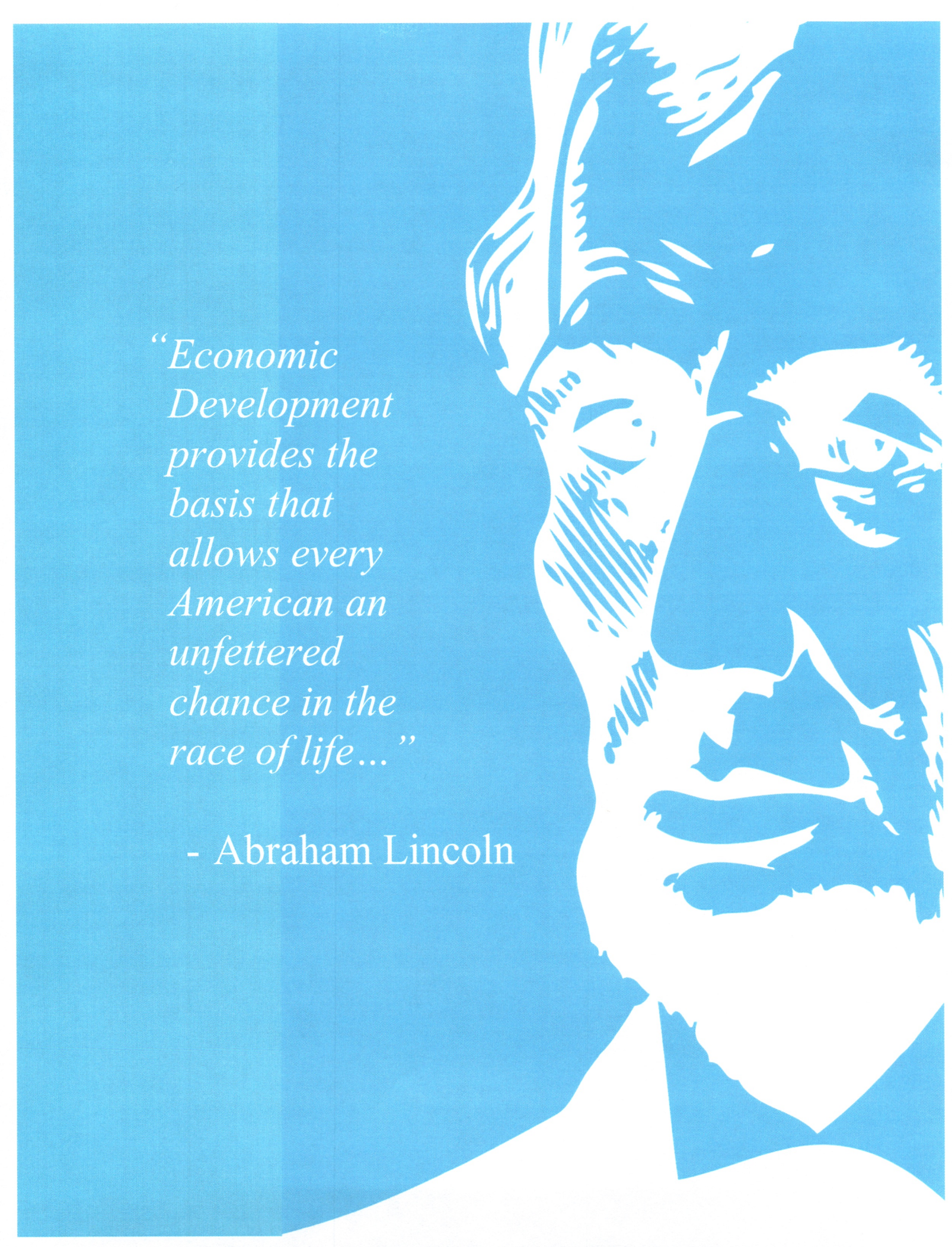
Redevelopment Agency of Farmington City

Farmington North Station #1 Community Reinvestment Project Area Plan

November 1, 2018

FARMINGTON

ECONOMIC DEVELOPMENT


"Economic Development provides the basis that allows every American an unfettered chance in the race of life..."
- Abraham Lincoln

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FARMINGTON CITY NORTH STATION 1 CRA PROJECT AREA PLAN

The Agency, following thorough consideration of the needs and desires of the City and its residents, as well as the need and capacity for new development, has carefully crafted this Farmington City Community Development Project Area Plan ("Plan") for the Farmington North Station Community Reinvestment Project Area ("Project Area").

In accordance with the terms of this Plan, the Agency will encourage, promote and provide the development with a mix of uses. The North Station 1 CRA will include approximately 115 acres.

In addition, this Plan will govern the development and maintenance of publicly-owned infrastructure needed to support the development proposed herein. It is the purpose of this Plan to clearly set forth the aims and objectives of this development, its scope, its mechanism, and its value to the residents, businesses and property owners of the City.

The Project is undertaken as a community development project pursuant to the provisions of Title 17C – Community Reinvestment and Renewal Agencies of the Utah Code Annotated ('Act.")

1. RECITALS OF PRECONDITIONS FOR DESIGNATING A COMMUNITY DEVELOPMENT PROJECT AREA

a) Pursuant to the provisions of §17C-5-103 et seq. of the Limited Purpose Local Government Entities Community Development and Renewal Agencies Act, the governing body of the Redevelopment Agency of Farmington City authorized the preparation of a draft community development project area plan August 21st 2018; and

b) Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law; and

c) Pursuant to the provisions of §17C-5-103 (1)(a) of the Act, on the Agency's own motion, the Agency selected the Project Area hereinafter described comprising all or part of the proposed survey area; and

d) Pursuant to the provisions of §17C-5-104(3)(e) of the Act, the Agency has conducted one or more public hearings for the purpose of informing the public about the proposed Project Area, allowing public comment on the draft Project Area Plan and whether the Plan should be revised, approved or rejected; and

e) Pursuant to the provisions of §17C-5-104(3)(b) and (c) of the Act, the Agency made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the Plan hearing and will hold a public hearing on the draft Plan on November 13th, 2018.

2. DEFINITIONS

As used in this Community Reinvestment Project Area Plan:

1. The term "Act" shall mean and include the Limited Purpose Local Government Entities – Community Reinvestment and Renewal Agencies Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

2. The term "Agency" shall mean the Redevelopment Agency of Farmington City, a separate body corporate and politic.

3. The term "base taxable value" shall mean the base taxable value of the property within the Project Area from which tax increment will be collected, as shown upon the assessment roll last equalized, before: (A) the date the Project Area Plan is adopted by the City legislative body; and (B) the date the Agency adopts the first Project Area Budget.

4. The term "City" shall mean Farmington City, Utah.

5. The term "community" shall mean the community of Farmington City, Utah.

6. The term "community development" shall mean development activities within the community, including the encouragement, promotion, or provision of development.

7. The term "developer" shall mean the entities investing in the development in the area.

8. The term "Plan Hearing" means the public hearing on the draft Project Area Plan required under Subsection 17C-5-104 (3)(C) of the Act.

9. The term "planning commission" shall mean the planning commission of the City.

10. The term "Project Area" or "Farmington North Station Community Reinvestment Project Area" shall mean the geographic area described in this Project Area Plan or Draft Project Area Plan where the community development set forth in this Project Area Plan or Draft Project Area Plan takes place or is proposed to take place.

11. The term "Project Area Budget" shall mean a budget setting forth:
    a. the anticipated costs, including administrative costs, of implementing the Farmington North Station Community Reinvestment Project Area Plan; and
    b. the tax increment, sales tax, and other revenue the Agency anticipates to fund the project.

12. The term "Project Area Map" is the area depicted in Appendix A.

13. The term "Project Area Plan" or "Plan" shall mean a project area plan adopted pursuant to the Act to guide and control community development activity within the Project Area.

14. The term "Farmington North Station Community Reinvestment Project Area Plan" or "Plan" shall mean a project area plan and project area map adopted pursuant to the Act to guide and control community development activities within a project area.

15. The terms "tax," "taxes," "property tax" or "property taxes" include privilege tax and each levy on an *ad valorem* basis on tangible or intangible personal or real property.

16. The term "taxing entity" shall mean a public entity that levies a tax on property within the Project Area.

17. The term "Tax Increment" shall mean the difference between the amount of property tax revenues generated each tax year by all Taxing Entities from the area designated in the Project Area Plan from which Tax Increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be or were generated from that same area using the Base Taxable Value of the property.

18. All other terms shall have the same meaning set forth in the Act unless the context clearly indicates otherwise.

3. PROJECT AREA BOUNDARIES [17C-5-108 (1)]

The Project Area consists of approximately 115 acres located along the east side of the D&RG Rail Trail east following the Kaysville/Farmington boarder south along the west side of the future 1525 west and the rail trail intersection. The Project Area includes the properties lying within the boundaries as depicted on the Project Area map which is included in Appendix A. The boundaries are given in detail in Appendix B as part of the legal description of the property.

4. General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Intensities and How They Will be Affected by the Community Development [17C-5-105 (2)]

A. LAND USES IN THE PROJECT AREA

The permitted land uses within the Project Area shall be those uses permitted by the officially adopted zoning ordinances of the City, as those ordinances may be amended from time to time, subject to limitations imposed by "overlay" restrictions and the controls and guidelines of this Plan.

Land uses will be affected as vacant land is developed in accordance with this Plan. This will change existing vacant land use to commercial mixed-use. It is also anticipated that there may be as many as 11 acres of the project area affected by the new Shepard Lane Interchange slated for construction completion in 2023

Several land uses surround the Project Area, including residential primarily to the north and west, commercial mixed-use to the south, and vacant agricultural land to the south (general planned for future mixed-use).

B. Layout of Principal Streets in the Project Area

Principal streets in the Project Area include 1525 West extension yet to be built and the Shepard Lane interchange slated for completion by 2023.

C. Population Densities in the Project Area

There are no residential units in the project area. But we anticipate around 100 units to be constructed per the small area master plan.

D. Building Intensities in the Project Area

There are no structures in the project area. We anticipate there to be around 750,000 sq feet of commercially assessed structures within 10 years.

5. Standards That Will Guide the Community Development [17C-5-105(3)]

A. General Design Objectives

Development within the Project Area will be held to high quality design and construction standards and will be subject to: (1) appropriate elements of the City's General Plan/North Station Small Area Master Plan; (2) applicable City building codes and ordinances; (3) Planning Commission review and recommendation; and (4) the City's land use code.

Owners and developers will be allowed flexibility in the development of land located within the Project Area and are expected to obtain quality design and development per the Office Mixed Use (OMU) ordinance. The development contemplated herein shall be of a design and shall use materials that are in harmony with adjoining areas and subject to design review and approval by the City. It is contemplated that these design objectives will be addressed in development agreements with the developers specifically addressing these points.

Coordinated and attractive landscaping shall also be provided as appropriate for the character of the Project Area. Materials and design paving, retaining walls, fences, curbs, benches, and other items shall have an attractive appearance, be easily maintained, and indicative of their purpose.

Parking areas shall be designed with careful regard to orderly arrangement, topography, relationship to view, ease of access, and as an integral part of the overall site design.

All development will be accompanied by site plans, development data, and other appropriate material clearly describing the development, including land coverage, setbacks, heights, and any other data required by the City's land use code, the applicable zoning designations, or as requested by the City or the Agency.

The general standards that will guide the community development are as follows:

1. Encourage and assist community development with the creation of well-planned, vibrant mixed-use development, including a commercial office district for the City.

2. Provide for the strengthening of the tax base and economic health of the entire community and the State of Utah.

3. Implement the tax increment financing provisions of the Act, which are incorporated herein by reference and made a part of this Plan.

4. Encourage economic use of and new construction upon the real property located within the Project Area.

5. Promote and market the Project Area for community development that would be complementary to existing businesses that would enhance the economic base of the City through diversification.

6. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of community activity for the City.

7. Remove any impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by adequate public utilities and infrastructure improvements.

8. Achieve an environment that reflects an appropriate level of concern for architectural, landscape and design principles, developed through encouragement, guidance, appropriate controls, and financial and professional assistance to owner participants and developers.

9. Provide for construction of public streets, utilities, curbs and sidewalks, other public rights-of-way, street lights, landscaped areas, public parking, water utilities, sewer utilities, storm drainage, open space, and other public improvements.

10. Provide public streets and road access to the area to facilitate better traffic circulation and reduce traffic hazards by assisting in the street alignments.

B. Specific Design Objectives and Controls

In addition to the general City design objectives and standards described above, it is contemplated that the following guidelines will be approved.

1. Building Design Objectives

All new buildings shall be of design and materials that will be in harmony with adjoining areas and other new development.

The design of buildings shall take advantage of available views and topography and shall provide, where appropriate, separate levels of access.

2. Open Space Pedestrian Walks and Interior Drive Design Objectives

All open spaces, pedestrian walks and interior drives shall be designed as an integral part of an overall site design, properly related to other buildings.

Comfortably graded pedestrian walks should be provided along the lines of the most intense use, particularly from building entrances to parking areas, and adjacent buildings on the same site.

The location and design of pedestrian walks should afford adequate safety and separation from

vehicular traffic.

Materials and design of paving, retaining walls, fences, curbs, and other accouterments, shall be of good appearance, easily maintained, and indicative of their purpose.

3. Parking Design Objectives

Parking areas shall be designed with regard to orderly arrangement, topography, ease of access, and as an integral part of overall site design.

It is desirable that parking areas be relatively level, or that parking structures be constructed thus maximizing the development potential

4. Project Improvement Design Objectives

- All streets and walkways within public rights-of-way will be designed or approved by the City and will be consistent with all design objectives.
- Lighting standards and signs of pleasant appearance and modern illumination standards shall be provided as necessary as approved by the City.
- The applicable portions of the Project Area will be graded in conformance with the final project design determined by the Agency and the City for each specific project.

C. Techniques to Achieve the Community Reinvestment Plan Objectives

Activities contemplated in carrying out the Plan in the Project Area may include the acquisition and development of properties in the Project Area.

Parcels of real property located in the Project Area may be acquired by purchase, but shall not be acquired by condemnation.

D. Property Acquisition, Disposition and Development

The objectives of this Plan are to be accomplished by various means including but not limited to the following:

1. Acquisition of Real Property

The Agency may acquire, but is not required to acquire, real property located in the Project Area. The Agency may acquire property by negotiation, gift, devise, exchange, purchase, or other lawful method, but not by eminent domain (condemnation). The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, rights of way, etc. by negotiation, gift, devise, exchange, purchase or other lawful method, but not by eminent domain (condemnation).

2. Cooperation with the Community and Public Entities

The community and certain public entities are authorized by state law, with or without consideration, to assist and cooperate in the planning, undertaking, construction, or operation of projects within this Project Area. The Agency may seek the aid and cooperation of such public entities in order to accomplish the purposes of community development and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by a public entity without the consent of the public entity. The Agency, however, will seek the cooperation of all public entities that own or intend to acquire property in the Project Area. To the extent allowed by law, the Agency shall impose on all public entities owning real property in the Project Area the planning and design controls contained in this Plan to the end that uses and any future development by public entities will conform to the requirements of this Plan.

3. Property Management

During such time that property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for community development.

4. Property Disposition and Development

The Agency is also authorized, by lawful means, to provide for and promote the community development of the Project Area as described below.

While there are currently no buildings or structures in the Project Area and it is unlikely that there will ever be a need to demolish and clear buildings or structures in the Area, the Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area, should such a need occur, to carry out the purposes of this Plan. The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities, within the Project Area, not prohibited by law which are necessary or desirable to carry out this Plan, as well as publicly-owned improvements and infrastructure outside the Project Area that are of benefit to the Project Area. The Agency is authorized to prepare or cause to be prepared as building sites any real property in the Project Area. The Agency is also authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area should such a need occur in the future. The Agency is also authorized to advise, encourage, and assist in the rehabilitation of property in the Project Area not owned by the Agency should such a need occur in the future.

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by leases or sales by negotiation with or without public bidding. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan. Real property may be conveyed by the Agency to the City or any other public entity without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to this Plan. All purchasers or lessees of property from the Agency shall be made obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

To the maximum possible extent, the objectives of this Plan are to be accomplished through Agency encouragement of, and assistance to, private enterprise in carrying out development activities. To provide adequate safeguards to ensure that the provisions of this Plan will be carried out, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the City ordinances, conditional

use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary or desirable to carry out this Plan.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or outside the Project Area for itself or for any public entity to the extent that such improvement would be of benefit to the Project Area. During the period of development in the Project Area, the Agency shall require that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for development by owners or developers shall be submitted to the Agency for review and approval. All community development must conform to this Plan and all applicable federal, state, and local laws.

For the purpose of this Plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, and otherwise dispose of personal property.

E. Approvals

The City shall approve the design of all development within the Project Area to ensure that development therein is consistent with this Plan. With a recommendation from the Farmington Planning Commission and accompanying public hearings as required by state law.

6. How the Purposes of this Title Will Be Attained by the Community Development [17C-5-105(4)]

It is the intent of the Agency, with the assistance and participation of private owners, to facilitate new development within the Project Area that includes this objective: the creation of a City Center and an employment center. There has been no activity in the area since the North Station study master plan was completed and adopted by the City Council and Planning Commission (2016), public assistance is necessary in order to encourage economic development. Further, the Project will strengthen the tax base of all applicable taxing entities, will accomplish community development objectives and create a well-planned community reinvestment area. The purposes of the Act will be obtained as a result of the proposed community development project by accomplishing the following items:

A. Establishment of New Business

The project includes significant commercial development which will benefit the State, City and other taxing entities through increased job creation, increased sales tax base, increased property tax base, and increased income taxes paid.

B. Public Infrastructure Improvements

The construction of the public infrastructure improvements as provided by this Plan will support the development contemplated herein and provide for future development in surrounding areas. Infrastructure is an important element of economic development and areas that lack good infrastructure are not able to be competitive in attracting good-quality businesses to locate in their community.

Specifically, this Plan contemplates water reconstruction, storm water reconstruction, street improvements, increased signage and landscaping, establishment of a revolving loan fund for façade renovations and potential economic incentives to attract a major tenant pursuant to §17C-1-409 which dictates the allowable uses of agency funds. Further, there are extraordinary costs of development associated with some of the properties in the Project Area, due to the potential cost of demolishing old buildings. Thus, the components of the Project provided in this Plan will encourage, promote and provide for community development within the Project Area and the City generally for years to come.

7. THE PLAN IS CONSISTENT WITH AND WILL CONFORM TO THE COMMUNITY'S GENERAL PLAN AND MORE DETAILED NORTH STATION SMALL AREA MASTER PLAN [17C-5-105(5)]

This Plan is consistent with the City's General Plan 2011 and the North Station Small Area Master Plan approved June 07, 2016.

The North Station Small Area Master Plan specifically states:

> *"For many years the City has planned for a Business Park in the area north of Station Park. At the recent strategic planning session held with the City Council, planning for this project was set as a high priority for the City. We are currently calling this the "North Station" project area… Multiple property owners exist in this project area. [Stay Farmington LLC] is the largest property owner in the area. [Stay Farmington] has been working with the City on a land use analysis and market study that addresses anticipated absorption rates for office, retail and multifamily uses."*

8. DESCRIPTION OF ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY DEVELOPMENT [17C-5-105(7)]

The proposed community development project will include a mix of retail, office and residential uses. It is anticipated that approximately 784,799 additional square feet will be built in the area. The City would like to attract a major office marquee tenant in order to provide greater economic stability and reduce the current office turnover rates in the area.

Specific projects also include reconstruction and upgrading of public infrastructure improvements, in order to serve the new development anticipated for the area. Other projects may include the establishment of a Revolving Loan Fund for façade improvements, costly wetland mitigation and excavation of farmland where a private developer is involved pursuant to §17C-1-409 which dictates the allowable uses of agency funds. Again, no eminent domain is included as part of this Project Area Plan and demolition of properties would only occur through the voluntary participation of a property owner.

9. How Private Developers Will Be Selected and Identification of Current Developers in the Community Development Project Area [17C-5-105(8)]

A. Selection of Private Developers

There are three property owners in the CRA (including Farmington city). The Agency contemplates that owners of real property within the Project Area will take advantage of the opportunity to develop their property, or sell their property to developers for the development of facilities within the Project Area. In the event that owners do not wish to participate in the community development in compliance with the Plan, or in a manner acceptable to the Agency, or are unable or unwilling to appropriately participate, the Agency reserves the right pursuant to the provisions of the Act to acquire parcels, to encourage other owners to acquire other property within the Project Area, or to select non-owner developers by private negotiation, public advertisement, bidding or the solicitation of written proposals, or a combination of one or more of the above methods.

B. Identification of Developers Who are Currently Involved in the Proposed Community Development

Two of the property owners in the project area are private land holding entities and are identified on the tax rolls as STAY FARMINGTON LLC (in connection with Tom Stuart Construction) and MILLENIUM REAL ESTATE HOLDINGS LLC.

1. Qualified Owners

Any person wishing to become a developer will be required to own or have the right to purchase all or part of the Project Area.

2. Other Parties

If no owner in the Project Area, as described in Subparagraph A above, who possesses the skill, experience and financial resources necessary to become a developer in the Project Area is willing or able to become a developer of all or part of the Project Area, the Agency may identify other qualified persons who may be interested in developing all or part of the Project Area. Potential developers may be identified by one or more of the following processes: (1) public solicitation, (2) requests for proposals (RFP), (3) requests for bids (RFB), (4) private negotiation, or (5) some other method of identification approved by the Agency.

3. Owner Participation Agreements

The Agency has not entered into nor does it intend to enter into any owner participation agreements or agreements with developers to develop all or part of the Project Area until after the Agency and the City decide whether or not to adopt this Plan for the Project Area. If the Project Area is adopted,

10. Reasons for the Selection of the Project Area [17C-5-105(9)]

The Project Area was selected by the Agency as that area within the City having an immediate opportunity to strengthen the community and to move forward the goals and objectives as expressed in the City's General Plan. Additionally, although not required as part of this Plan, it is

anticipated that the project will create 2,800 new jobs.

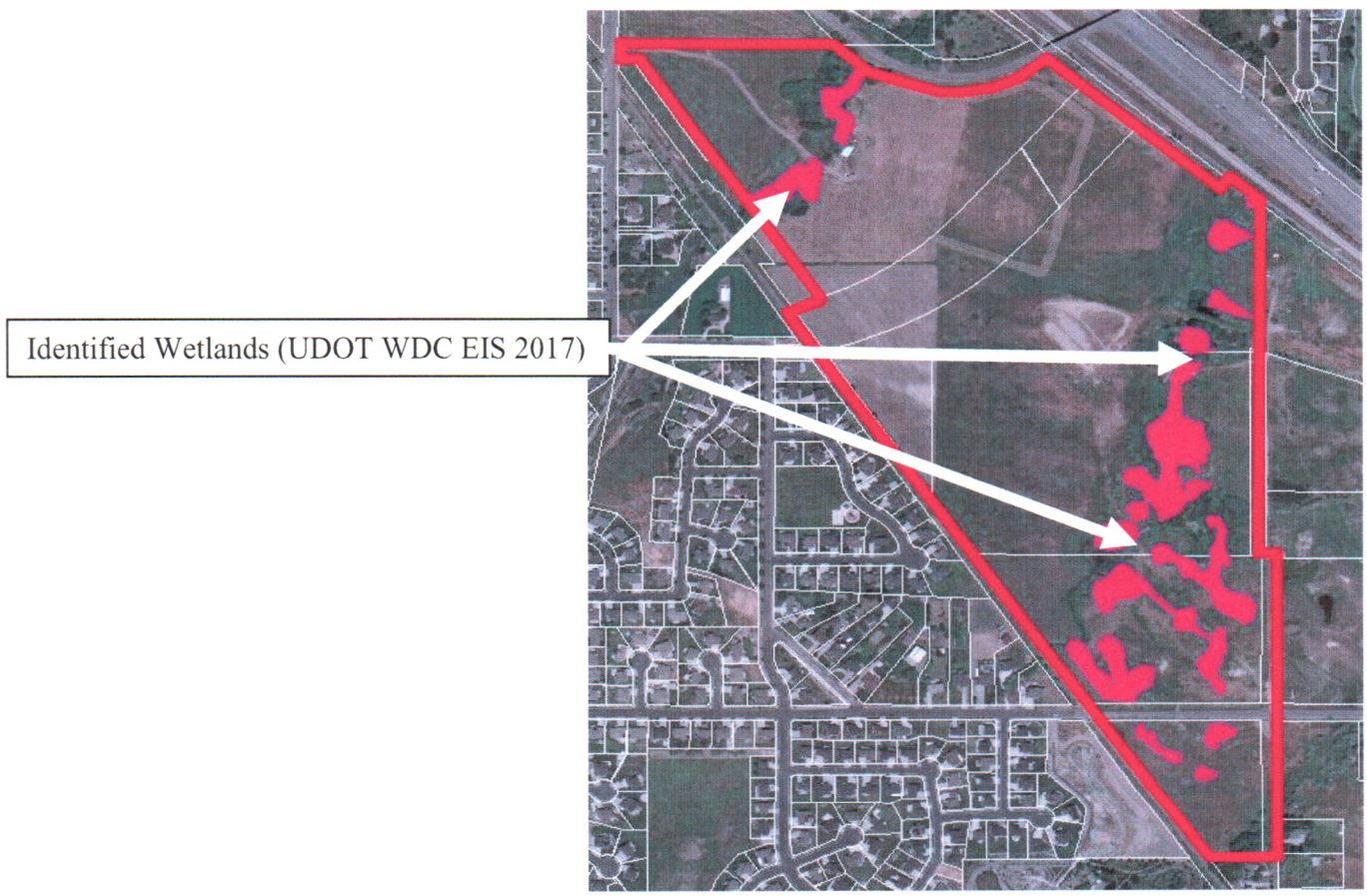
The Project Area contains a portion of the City that is desirable for commercial development because of: (1) its near proximity to I-15; and (2) the opportunity to commence public-private partnerships to improve this area of the City and create a city employment center.

Specific boundaries of the Project Area were arrived at by the Agency after a review of the area by members of the Agency, city staff, economic development consultants, and other technical and legal consultants. Planned treatment of this area is intended to stimulate development to the degree necessary for sound long-term growth in the Project Area and to encourage the development of real property located within the Project Area. Finally, development of the Project Area as a City and Employment Center is an important element in the City's General Plan.

11. Description of the Physical, Social and Economic Conditions Existing in the Area [17C-5-105(10)]

A. Physical Conditions

The Project Area consists of approximately 115 acres of developable land, or land that currently does not have improvements - all vacant land in green belt status. Roughly 15% of the land is in what has been preliminarily determined to have potential wetlands in existence. The cost of which to mitigate is around $80,000/ac.



B. SOCIAL CONDITIONS

No unusual social conditions were found to exist. Because of the development of land into a mixed-use commercial office center, consistent with the General Plan of the City, this area will take on a new social character that will enhance existing development in the City. The Farmington North Station Area #1 Plan will bring residents and visitors to the Project Area for shopping and employment. It is anticipated, therefore, that the proposed project area will add to the community's economy, quality of life, and reputation.

C. ECONOMIC CONDITIONS

The Project Area currently is associated with the greenbelt properties only. The total base year taxable value in the Project Area is $10,923,870 but only collects $83/per year. The tax base where applicable is the value before leaving greenbelt. 100% of greenbelt "roll back funds" will be distributed to the taxing entities.

12. TAX INCENTIVES OFFERED TO PRIVATE ENTITIES FOR FACILITIES LOCATED WITHIN THE PROJECT AREA [17C-5-105(11)]

The Agency intends to use property tax increment generated within the Project Area to pay part of the costs associated with development of the Project Area. The Agency intends to negotiate and enter into one or more inter-local agreements with Farmington City, Davis County/Davis County Library, Davis School District, Benchland Water District, Weber Basin Water Conservancy, Davis County Mosquito Abatement, and Central Davis Sewer District to secure receipt of a portion of the property tax increment generated within the Project Area that would otherwise be paid to those taxing entities. Collectively, those tax revenues may be used to reimburse a private developer for a portion of the cost of the public infrastructure improvements including interest and bonding costs. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and other items from such tax revenues for any period of time the Agency and the taxing entities may deem appropriate under the circumstances.

Specifically, the Agency intends to enter into agreements with each of the taxing entities whereby the Agency will receive 70 percent of the property tax increment for a period of 20 years. The Project Area will trigger no later than December 31, 2024. There will be a cap of 20.5 million dollars of tax increment distribution to the agency.

Detailed tax increment information is provided in Appendix D in the Project Area Budget that is attached to this Plan and made a part thereof.

13. Analysis or Description of the Anticipated Public Benefit to be Derived from the Community Development [17C-5-105(12)]

The public will realize significant benefits from the development of the Community Reinvestment Project Area as proposed by this Plan. The Agency's long-term objective in developing the Project Area is to create a high quality City and Employment Center that will diversify the City's economic and tax base and provide employment opportunities to City residents.

In order to facilitate the development contemplated herein, the Agency created the Project Area. The City and the Agency saw the development of the Project as an opportunity to "jump start" the proposed redevelopment by creating a public-private partnership for the project area.

A. Beneficial Influences on the Tax Base

The incremental taxable value of the area is $146 million over the next 20 years. At that time, the incremental property tax revenues to all taxing entities should reach over $1.9 million per year. In addition, the development will generate sales tax revenues and municipal energy ("franchise") tax revenues.

In addition to tax revenues, the project will generate other revenues including Class B/C Road Funds, business license fees, charges for services, and one-time fees such as building permits and impact fees.

B. Associated Business and Economic Activity

Business and economic activity likely to be derived includes business and employee expenditures, as well as construction expenditures.

1. Business and Employee Expenditures

It is anticipated that employees and business owners in the Farmington North Station 1 CRA Project Area will directly or indirectly purchase local goods and services related to their operations from local or regional suppliers. These purchases will likely increase employment opportunities in the related areas of business equipment, furniture and furnishings, business supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, office and printing services, transportation and delivery services.

A summary of benefits is as follows:

- Provide an increase in direct purchases in the City.
- Provide economic diversification within the City and Davis County.
- Encourage economic development in order for a public or private employer to create additional jobs in the community.
- Complement existing businesses and industries located within the City by providing new employees who may live and shop and pay taxes in the City and the region.
- Another benefit will be the expenditure of income by employees filling the new positions. The types of expenditures by employees in the area will likely include convenience shopping for personal and household goods, lunches at area restaurants, convenience purchases and personal services (haircuts, banking, dry cleaning, etc.) The employees will not make all of their convenience or personal services purchases near their workplace, and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity to the workplace (assuming the services are available).

2. Construction Expenditures

Economic activity associated with the development will include construction activity. Market value of the project is expected to reach $146 million. This will create a significant number of construction jobs.

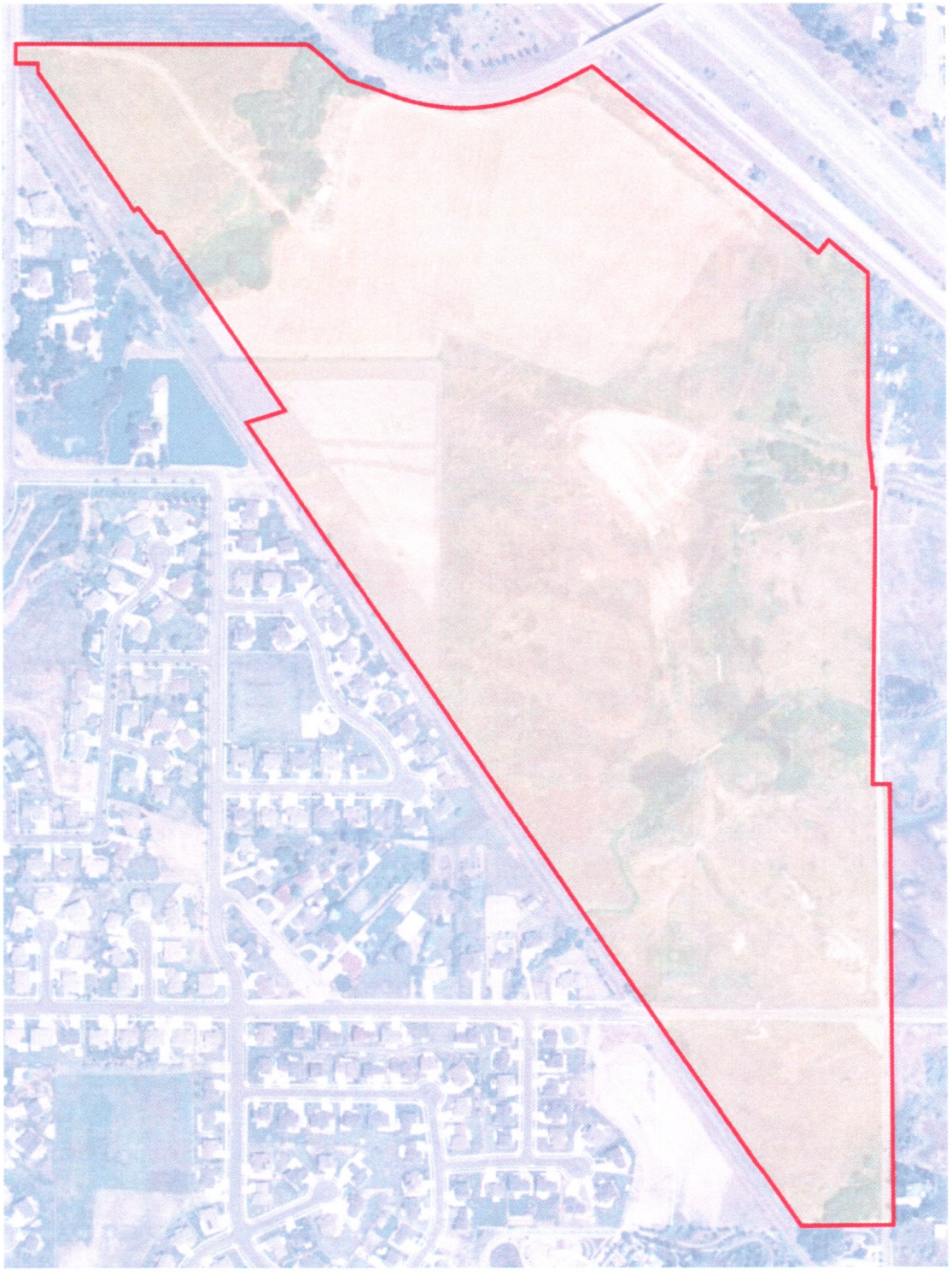
14. BLIGHT DETERMINATION IN THE COMMUNITY REINVESTMENT AREA [17C-5-104 (2)] (NO STRUCTURES SUBJECT TO HISTORIC STATUS)

Pursuant to the provisions of §17C-5-104 et seq. the agency anticipates no need to utilize eminent domain in the project area – thus no blight study is needed as outlined in §17C-5-402.

15. ALLOCATION OF PUBLIC FUNDS FOR HOUSING [17C-5-307]

Pursuant to 17C-5-307 (2) the agency is proposing 10% of the tax increment credit in the CRA to address Farmington's specific need for income targeted housing or housing assistance for residents; following guild lines and allocation requirements specified in Section 17C-1-412."

APPENDIX A: PROJECT AREA MAP AND LAYOUT OF PRINCIPAL STREETS



APPENDIX B: LEGAL DESCRIPTION

FARMINGTON NORTH STATION CRA 1

Part of the northeast quarter of Section 15 and part of the west half of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at a point on the east line of the southwest quarter of said Section 14 said point being 434.79 feet S.00°20'03"E. along said east line of the southwest quarter from the center of said Section 14; thence S.00°20'03"E. 1389.77 feet along said east line of the southwest quarter; thence S.89°46'22"W. 290.15 feet to the easterly right of way line of the historic Denver and Rio Grande Railroad; thence N.34°42'24"W. 3068.62 feet along said easterly right of way line; thence N.73°00'46"E. 128.08 feet; thence N.34°42'24"W. 677.29 feet; thence N.89°46'49"W. 16.40 feet; thence N.37°57'24"W. 95.55 feet; thence S.55°17'36"W. 16.14 feet; thence N.34°42'24"W. 530.10 feet; thence N.00°13'11"E. 27.50 feet; thence N.89°46'49"W. 70.00 feet to the east right of way line of 2000 West Street; thence N.00°13'11"E. 61.96 feet along said east right of way line; thence S.89°46'49"E. 919.71 feet to the southerly right of way line of Shepard Lane; thence along said southerly right of way line the following five (5) courses: (1) S.50°55'20"E. 61.96 feet; (2) S.47°12'05"E. 107.81 feet; (3) S.71°30'01"E. 113.83 feet to the point of curvature of a 632.96 foot radius non-tangent curve to the left; (4) Easterly along the arc of said curve 563.43 feet with a central angle of 51°00'07" (chord bears N.88°04'43"E. 545.01 feet) to a the point of tangency (5) N.62°34'40"E. 133.37 feet to the westerly right of way line of the historic Oregon Short Line Railroad; thence along said westerly right of way line the following three (3) courses: (1) S.50°36'12"E. 922.75 feet; (2) N.39°23'48"E. 50.00 feet; (3) S.50°36'12"E. 161.87 feet; thence S.00°05'55"W. 520.46 feet; thence S.06°35'33"E. 120.70 feet; thence S.00°13'11"W. 28.53 feet; thence S.89°18'38"E. 8.81 feet to the east right of way line of 1525 West Street; thence S.00°41'22"W. 927.05 feet along said east right of way line; thence N.89°39'57"E. 53.96 feet to the point of beginning.

The above described parcel of land contains 115.52 acres in area, more or less.

APPENDIX C: LIST OF PARCELS

Parcel Number	Tax District	2017 Taxable Value	2017 taxes	Acres	Legal Description
80590045	24	$478,894.00	$0.00	6.57	A PART OF THE SW 1/4 OF SEC 14-T3N-R1W, SLB&M; BEG AT A PT ON THE W R/W LINE OF 1525 WEST STR AS IT EXISTS ON THE GROUND AT A PT 815.10 FT N 0^20'03" W ALG THE 1/4 SEC LINE & 33.00 FT S 89^46'23" W FR
80570055	24	$646,430.00	$0.00	7.58	A PARCEL OF LAND LOC IN THE NW 1/4 OF SEC 14-T3N-R1W, SLB&M, MORE FULLY DESC AS FOLLOWS: BEG AT A PT S 89^49'51" W 897.80 FT COINCIDENT WITH THE S LINE OF THE NW 1/4 OF SEC 14 & N 00^10'09" W 1147.79
80590042	24	$3,400,000.00	$3.56	14.49	BEG AT A PT S 00^20'03" E 438.90 FT (DEED=S 26.6 RODS) ALG THE N-S CENTER OF SEC LINE (BASIS OF BEARING) & S 89^50'23" W 66.00 FT FR A DAVIS CO BRASS CAP MONU AT THE CENTER OF SEC 14-T3N-R1W, SLM; RUN
80570053	24	$1,858,967.00	$47.25	24.46	A PARCEL OF LAND LOC IN THE W 1/2 OF SEC 14-T3N-R1W, SLB&M, DESC AS FOLLOWS: BEG AT A PT ON THE W R/W LINE OF THE 1525 WEST STR & THE S LINE OF THE ABANDONED OSL RR R/W, SD PT IS 89^49'51" W 112.21
80570015	24	$2,432,670.00	$1.77	27.35	BEG 1.66 CHAINS W OF CENTER SEC 14-T3N-R1W, SLM; TH N 7.47 CHAINS, M/L, TO S'LY LINE OF OLD ABANDONED OSL RR R/W; TH W 20.12 CHAINS, M/L, TO W LINE GRANTORS LAND; TH S 621.88 FT, M/L, TO NE'LY LINE OF
80570046	24	$123,971.00	$29.37	3.02	A PARCEL OF LAND LOC IN THE NW 1/4 OF SEC 14-T3N-R1W, SLM, DESC AS FOLLOWS: BEG AT A PT S 89^49'51" W 897.80 FT COINCIDENT WITH THE S LINE OF THE NW 1/4 OF SEC 14 & N 00^10'09" W 1147.79 FT FR THE CE
80570058	24	$1,858,967.00	$1.77	26.37	A PARCEL OF LAND LOC IN THE NE 1/4 OF SEC 15 & THE NW 1/4 OF SEC 14-T3N-R1W, SLM, DESC AS FOLLOWS: BEG AT THE SW COR OF LOT 4 OF THE JAMES T WORKMAN SURVEY OF THE N 1/2 & THE SE 1/4 OF THE NW 1/4 OF SEC 14-T3N-R1W, SLM, SD COR BEING S 00^03'58" E 757.69 FT (S 11.48 CHAINS BY RECORD) COINCIDENT WITH THE SEC LINE FR THE NE COR OF SD SEC 15, & TH COINCIDENT WITH THE N & W LINES OF TRACT 3A OF THE SURVEY PERFORMED BY CORNERSTONE & FILED AT THE DAVIS COUNTY SURVEYOR'S OFFICE WITH A FILE # OF 003288-D
80570059	24	$123,971.00	$0.00	2.48	EG AT A PT ON THE W R/W LINE OF 350 EAST STR, SD PT BEING S 00^03'58" E ALG THE SEC LINE 819.69 FT & N 89^46'49" W 105.73 FT FR THE NW COR OF SEC 14-T3N-R1W, SLB&M; & RUN TH S 89^46'49" E 70.00 FT; TH S 00^13'11" W 27.50 FT; TH S 34^42'24" E 530.10 FT; TH N 55^17'36" E 16.14 FT; TH S 37^57'24" E 95.55 FT; TH S 89^46'49" E 16.40 FT; TH S 34^42'24" E 677.29 FT TO A PT ON THE FARMINGTON CITY PARCEL AS CONTAINED IN THAT CERTAIN AGMT TO EXCHANGE TITLE RECORDED AS E# 2383285;

APPENDIX D: PROJECT AREA BUDGET

	Increment budget	Quantity	Unit	Improvements covered by Farmington City	Improvement paid for by developer	total cost of improvement
Land Acquisition for ROW	$6,125,363	18	AC	$0	$3,683,694	$9,809,056
Roads	$1,914,176	4,370	LF	$2,501,309	$3,922,213	$8,337,698
Lighting	$191,418	29	EA	$0	$17,025	$208,442
Sewer 18"	$765,670	4,030	LF	$1,000,524	$1,568,885	$3,335,079
Water 12"	$382,835	4,117	LF	$500,262	$784,443	$1,667,540
storm water	$382,835	4,073	LF	$250,131	$1,034,573	$1,667,540
Power Underground	$191,418	5,801	LF	$0	$642,352	$833,770
Fiber Optics	$191,418	5,801	LF	$0	$642,352	$833,770
Substations	$957,088	0.38	EA	$0	$1,937,946	$2,895,034
Improved Open Space	$1,339,923	10	AC	$0	$1,578,271	$2,918,194
Housing Contribution**	$2,073,690	1	EA	N/A	N/A	N/A
Tenant Outreach	$3,840,226	1	EA	N/A	N/A	N/A
Wetland mitigation	$1,344,000	17	AC	N/A	N/A	$1,344,000
Administration*	$1,036,845	1	EA	N/A	N/A	N/A
Totals	**$20,736,904**			**$4,252,226**	**$15,811,754**	**$33,850,123**

*3% to Agency and 2% to County
**10% of total increment per {17C-5-307}

Years																						
Base Year Revenues	TOTAL	NPV	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Davis County	$442	$275	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22
Davis School District	$1,515	$944	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76	$76
Farmington	$388	$242	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19	$19
Weber Basin Water Conservancy	$35	$22	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2
Davis County Mosquito Abatement	$21	$13	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1
Central Davis Sewer District	$38	$24	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2
Benchland Water District	$75	$47	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4
County Library	$75	$47	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4
TOTAL	$2,590	$1,614	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130	$130
Percent to Taxing Agency																						
Davis County			70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
Davis School District			70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
Farmington			70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
Weber Basin Water Conservancy			70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
Davis County Mosquito Abatement			70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
Central Davis Sewer District			70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
Benchland Water District			70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
County Library			70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
Incremental Revenues to Taxing Entities																						
Davis County	$1,516,665	$851,652	$11,527	$21,054	$30,581	$40,107	$49,634	$59,161	$68,688	$78,215	$87,742	$97,269	$97,269	$97,269	$97,269	$97,269	$97,269	$97,269	$97,269	$97,269	$97,269	$97,269
Davis School District	$5,198,523	$2,919,125	$39,509	$72,164	$104,818	$137,472	$170,127	$202,781	$235,435	$268,090	$300,744	$333,398	$333,398	$333,398	$333,398	$333,398	$333,398	$333,398	$333,398	$333,398	$333,398	$333,398
Farmington	$1,332,744	$748,375	$10,129	$18,501	$26,872	$35,244	$43,615	$51,987	$60,358	$68,730	$77,102	$85,473	$85,473	$85,473	$85,473	$85,473	$85,473	$85,473	$85,473	$85,473	$85,473	$85,473
Weber Basin Water Conservancy	$119,412	$67,053	$908	$1,658	$2,408	$3,158	$3,908	$4,658	$5,408	$6,158	$6,908	$7,658	$7,658	$7,658	$7,658	$7,658	$7,658	$7,658	$7,658	$7,658	$7,658	$7,658
Davis County Mosquito Abatement	$73,431	$41,234	$558	$1,019	$1,481	$1,942	$2,403	$2,864	$3,326	$3,787	$4,248	$4,709	$4,709	$4,709	$4,709	$4,709	$4,709	$4,709	$4,709	$4,709	$4,709	$4,709
Central Davis Sewer District	$131,078	$73,604	$996	$1,820	$2,643	$3,466	$4,290	$5,113	$5,936	$6,760	$7,583	$8,406	$8,406	$8,406	$8,406	$8,406	$8,406	$8,406	$8,406	$8,406	$8,406	$8,406
Benchland Water District	$257,353	$144,511	$1,956	$3,572	$5,189	$6,806	$8,422	$10,039	$11,655	$13,272	$14,888	$16,505	$16,505	$16,505	$16,505	$16,505	$16,505	$16,505	$16,505	$16,505	$16,505	$16,505
County Library	$258,039	$144,896	$1,961	$3,582	$5,203	$6,824	$8,445	$10,065	$11,686	$13,307	$14,928	$16,549	$16,549	$16,549	$16,549	$16,549	$16,549	$16,549	$16,549	$16,549	$16,549	$16,549
TOTAL	$8,887,245	$4,990,451	$67,544	$123,369	$179,194	$235,019	$290,844	$346,669	$402,494	$458,318	$514,143	$569,968	$569,968	$569,968	$569,968	$569,968	$569,968	$569,968	$569,968	$569,968	$569,968	$569,968
Incremental Revenues to Agency																						
Davis County	$3,538,885	$1,987,188	$26,896	$49,125	$71,355	$93,584	$115,813	$138,043	$160,272	$182,502	$204,731	$226,960	$226,960	$226,960	$226,960	$226,960	$226,960	$226,960	$226,960	$226,960	$226,960	$226,960
Davis School District	$12,129,888	$6,811,291	$92,188	$168,382	$244,575	$320,769	$396,962	$473,156	$549,349	$625,543	$701,736	$777,930	$777,930	$777,930	$777,930	$777,930	$777,930	$777,930	$777,930	$777,930	$777,930	$777,930
Farmington	$3,109,735	$1,746,208	$23,634	$43,168	$62,702	$82,235	$101,769	$121,303	$140,836	$160,370	$179,904	$199,438	$199,438	$199,438	$199,438	$199,438	$199,438	$199,438	$199,438	$199,438	$199,438	$199,438
Weber Basin Water Conservancy	$278,627	$156,457	$2,118	$3,868	$5,618	$7,368	$9,118	$10,869	$12,619	$14,369	$16,119	$17,869	$17,869	$17,869	$17,869	$17,869	$17,869	$17,869	$17,869	$17,869	$17,869	$17,869
Davis County Mosquito Abatement	$171,340	$96,212	$1,302	$2,378	$3,455	$4,531	$5,607	$6,684	$7,760	$8,836	$9,912	$10,989	$10,989	$10,989	$10,989	$10,989	$10,989	$10,989	$10,989	$10,989	$10,989	$10,989
Central Davis Sewer District	$305,849	$171,743	$2,324	$4,246	$6,167	$8,088	$10,009	$11,930	$13,852	$15,773	$17,694	$19,615	$19,615	$19,615	$19,615	$19,615	$19,615	$19,615	$19,615	$19,615	$19,615	$19,615
Benchland Water District	$600,490	$337,193	$4,564	$8,336	$12,108	$15,880	$19,652	$23,424	$27,196	$30,967	$34,739	$38,511	$38,511	$38,511	$38,511	$38,511	$38,511	$38,511	$38,511	$38,511	$38,511	$38,511
County Library	$602,091	$338,092	$4,576	$8,358	$12,140	$15,922	$19,704	$23,486	$27,268	$31,050	$34,832	$38,614	$38,614	$38,614	$38,614	$38,614	$38,614	$38,614	$38,614	$38,614	$38,614	$38,614
TOTAL	$20,736,904	$11,644,385	$157,602	$287,861	$418,119	$548,377	$678,635	$808,893	$939,152	$1,069,410	$1,199,668	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926

AGENCY BUDGET																						
Revenues	$20,736,904	$11,644,385	$157,602	$287,861	$418,119	$548,377	$678,635	$808,893	$939,152	$1,069,410	$1,199,668	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926	$1,329,926
Expenses:																						
Administrative*			5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Administrative	-$1,036,845	-$582,219	-$7,880	-$14,393	-$20,906	-$27,419	-$33,932	-$40,445	-$46,958	-$53,470	-$59,983	-$66,496	-$66,496	-$66,496	-$66,496	-$66,496	-$66,496	-$66,496	-$66,496	-$66,496	-$66,496	-$66,496
CRA Housing Requirement**			10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
CRA Housing Requirement	-$2,073,690	-$1,164,438	-$15,760	-$28,786	-$41,812	-$54,838	-$67,864	-$80,889	-$93,915	-$106,941	-$119,967	-$132,993	-$132,993	-$132,993	-$132,993	-$132,993	-$132,993	-$132,993	-$132,993	-$132,993	-$132,993	-$132,993
Remaining Increment for Projects	$19,700,059	$11,062,166	$149,722	$273,468	$397,213	$520,958	$644,703	$768,449	$892,194	$1,015,939	$1,139,685	$1,263,430	$1,263,430	$1,263,430	$1,263,430	$1,263,430	$1,263,430	$1,263,430	$1,263,430	$1,263,430	$1,263,430	$1,263,430

*3% to Agency and 2% to County
**10% of total increment per {17C-5-307}

CITY COUNCIL AGENDA

For Council Meeting:
November 13, 2018

PUBLIC HEARING: Resolution Granting Consent to the Farmington City Redevelopment Agency to Receive Tax Increment for the Farmington North Station Community Reinvestment Area 2 (CRA2)

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Brigham Mellor, Economic Development Director.

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

FARMINGTON CITY

HISTORIC BEGINNINGS · 1847

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Brigham Mellor, Economic Development Director

Date: November 13, 2018

SUBJECT: **RESOLUTION GRANTING CONSENT TO THE FARMINGTON CITY REDEVELOPMENT AGENCY TO RECEIVE TAX INCREMENT FOR THE FARMINGTON NORTH STATION COMMUNITY REINVESTMENT AREA 2**

RECOMMENDATION

Hold public hearing

And

Move that the City Council approve the included resolution authorizing the execution of the interlocal agreement for NORTH STATION CRA 2

BACKGROUND

Farmington City provides consent to the Farmington City Redevelopment Agency to receive Farmington City's tax increment, as to identified in the Project Area Plan (Exhibit A), which is incorporated herein by this reference, with the following general provisions:

a. Base Year: **2018**
b. Base Taxes collected in project area: $36,894/year
c. Anticipated effective date: 2020 - No later than December 31, 2024
d. Number of tax years agency will be paid taxing entity's increment: **20 years**
e. Percentage of taxing entity's tax increment to be paid to Agency: **70%**
f. Maximum cumulative dollar amount of taxing entity's increment: **$ 4,100,000** from City's mill levy.

Findings for Approval

1. The project area plan is consistent with the general plan
2. The project area plan follows the 2016 North Station Small Area Master Plan

Applicable Ordinances

1. Title 17C, Chapter 5 Utah Code (Community Reinvestment Areas)
2. Title 11, Chapter 13 Utah Code (Interlocal Agreeements)

Respectfully Submitted

Brigham Mellor
Economic Development Director

Concur

Dave Millheim
City Manager

RESOLUTION _____

A RESOLUTION GRANTING CONSENT TO THE FARMINGTON CITY REDEVELOPMENT AGENCY TO RECEIVE TAX INCREMENT FOR THE FARMINGTON NORTH STATION COMMUNITY REINVESTMENT AREA 2 AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR THAT DEVELOPMENT AREA

WHEREAS, pursuant to the provisions of the Title 17C, Chapter 5, Part 2, Section 204 of the Utah Community Reinvestment and Renewal Agencies Act (the "**Act**"), Farmington City desires to provide consent to the Farmington City Redevelopment Agency (the "**Agency**"), for the Agency's receipt of certain tax increment for the purpose of providing funds to carry out the proposed Farmington North Station Community Reinvestment Project Area 2 (the "**Project Area Plan,**") which is attached to this Resolution as Exhibit A; and

WHEREAS, the proposed Project Area Plan has been reviewed by Farmington City and it is deemed to be in the best interest of Farmington City to provide consent to the Agency's receiving Farmington City's tax increment for property included within the Project Area Plan, pursuant to Section 17C-5-204(1)(a) of the Utah Code, in accordance with the proposed Project Area Plan; and

WHEREAS, the Agency will provide, prior to the use of any increment revenues collected under this resolution, a written certification, signed by an attorney licensed to practice law in the state of Utah, stating that the Agency and Farmington City have each followed all legal requirements relating to the adoption of the Resolution, pursuant to Section 17C-5-204(5) of the Utah Code; and

WHEREAS, the requirements for the content for a Resolution, as provided in Section 17C-5-204(6) of the Utah Code, have been met; and

WHEREAS, Farmington City and Farmington City RDA are authorized, pursuant to Title 11, Chapter 13 of the Utah Code, to enter into interlocal agreements for mutually beneficial purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE FARMINGTON CITY AS FOLLOWS:

1. Farmington City provides consent to the Farmington City Redevelopment Agency to receive Farmington City's tax increment, as to identified in the Project Area Plan (Exhibit A), which is incorporated herein by this reference, with the following general provisions:
   a. Base Year: **2018**
   b. Base Taxes collected in project area: $36,894/year
   c. Anticipated effective date: 2020 - No later than December 31, 2024
   d. Number of tax years agency will be paid taxing entity's increment: **20 years**
   e. Percentage of taxing entity's tax increment to be paid to Agency: **70%**

   f. Maximum cumulative dollar amount of taxing entity's increment: **$ 4,100,000**

from City's mill levy.

2. The Recitals above are hereby incorporated herein by this reference.

3. The Commission authorizes the execution of the Interlocal Agreement between the Farmington City Redevelopment Agency and FARMINGTON CITY.

4. This Resolution is effective upon publication.

DATED this ____ day of _____, 2018.

FARMINGTON CITY

_____

H James Talbot, Mayor

Attest:

_____

Holly Gadd, Secretary

EXHIBIT A

Interlocal Agreement between Farmington City Redevelopment Agency and Farmington City & Farmington North Station Community Reinvestment Project Area 2 Plan

INTERLOCAL AGREEMENT
BETWEEN THE FARMINGTON CITY REDEVELOPMENT AGENCY
AND FARMINGTON CITY

THIS INTERLOCAL AGREEMENT BETWEEN THE FARMINGTON CITY REDEVELOPMENT AGENCY AND FARMINGTON CITY (this "Agreement") is entered into by and between the **FARMINGTON CITY REDEVELOPMENT AGENCY** (the "Agency") and **FARMINGTON CITY** (the "City") (collectively, the "Parties").

RECITALS

A. The Agency was created pursuant to the provisions of the Limited Purpose Local Government Entities - Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the "Act"), and is authorized thereunder to conduct community development activities within Farmington City, Utah, as contemplated by the Act; and
B. On August 21st, 2018, the Agency authorized the preparation of the Farmington North Station Community Reinvestment Project Area 2 (the "Project Area"), and has prepared a draft community development project area plan for the Project Area, a copy of which is attached hereto as exhibit "A" and incorporated herein by this reference (referred to in this Agreement as the "Project Area Plan," which includes the legal description and a map of the Project Area), with goals to cultivate the development of a class A office employment center in the in the area north of station park.
C. The Agency and Farmington City intend to establish the Project Area through adoption of the proposed Project Area Plan prior to November 13, 2018; and
D. The City and the Agency have determined that it is in the best interests of the City to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and
E. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-l-l02 (hereinafter "Tax Increment")), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and
F. Utah Code Ann. § 17C-5-204(1)(a) authorizes the City to consent to the payment to the Agency of a portion of the City's share of Tax Increment generated from the Project Area for the purposes set forth herein; and
G. Utah Code Ann. § 11-13-215 further authorizes the City to share its tax and other revenues with the Agency; and
H. In order to facilitate development of the Project, the City desires to authorize the payment to the Agency of a portion of the City's share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and
I. The provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq. as amended (the "Cooperation Act").

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

1. City's Consent.

a. Pursuant to Utah Code Ann. §§ 17C-4-204(4) and 11-13-215, the City hereby agrees and consents

that the Agency shall be paid sixty percent (70%) of the City share of the Tax Increment from the Project Area (the "City Share") for t w e n t y (20) years, starting no later than December 31, 2024, with the base year being 2018. Based upon review of the City and Utah State Tax Commission records, the Parties believe that the 2018 base revenues of the Project Area is approximately thirty-six thousand eight hundred ninety-four dollars ($36,894), which base taxable value is subject to adjustment by law in accordance with the provisions of the Act. The City Share shall be used for the purposes set forth in Utah Code Ann. § 17C-5-204(3) as reflected herein and for the purpose of providing funds to the Agency to carry out the Project Area Plan and shall be disbursed as specified in the Project Area Plan. The calculation of the annual Tax Increment shall be made as required by Utah Code Ann. § 17C-5-204(4), using the City's then current tax levy rate.

b. The City shall pay directly to the Agency the City Share in accordance with Utah Code Ann. § 17C-5-206 for the 20-year period described in Section 1.a. above.
c. Notwithstanding the foregoing, if the Agency receives less than the specified twenty (20) years Tax Increment from the Project Area sufficient to retire, pay, or otherwise satisfy all of the payment obligations of the Agency with regard to the Project, including, but not limited to, tenant attraction, debt service on any bonds issued to finance Project costs or the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the City Share under this Agreement, or (ii) renegotiate this Agreement with the City to provide for the payment of the City Share for the remainder of all or a portion of the originally contemplated 20-year term of this Agreement. It is the intent of the Parties that the payment and use of Tax Increment from the Project Area for eligible Project costs will not extend over a period longer than twenty (20) years. In no case shall the total City Tax Increment collected by the Agency exceed four-million two-hundred thousand dollars (**$4,200,000**).
d. Notwithstanding anything to the contrary in this Agreement, in the Project Area Plan, in the Act, or in the Cooperation Act, none of the City Share shall be used for environmental cleanup or remediation of water or aquifers or for the purchase or development of municipal and/or industrial water, including, but not limited to, purchase, treatment, or storage other than infrastructure owned and used by Farmington City in its delivery of water.

2. City's Contribution of Tax Increment Financing.

The Agency agrees that the City's participation in the Project area shall require ninety percent (70%) of the City's share of the Tax Increment from the Project Area (the "City Share"). The City Share shall be paid to the Agency for twenty (20) years, with the base year being 2018.

3. Amendments to Project Area Plan.

In the event the Agency or the City makes any substantive changes to the Project Area Plan, then the Agency shall provide the City with a copy of such revised Project Area Plan.

4. Authorized Uses of Tax Increment.

Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the City Share to the payment of any of the components of the Project as described herein and contemplated in the Project Area Plan, including, but not limited to tenant attraction, the cost and maintenance of public infrastructure and other improvements located within the Project Area, site preparation, and administrative costs, as authorized by the Act.

5. Effective Date of This Agreement.
This Agreement shall become effective as specified in Title 17C, Chapter 5, Section 205, Subsection (3)

6. No Third Party Beneficiary.
Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the Parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

7. Due Diligence.
Each of the Parties acknowledge for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Plan and expected benefits to the community and to the Parties, and each of the parties rely on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

8. Interlocal Cooperation Act.
In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Ann. §11-13-202.5;
b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. § 11-13-202.5(3);
c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. §11-13-209;
d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Utah Code Ann. § 11-13-207;
e. The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and its publication as provided in Utah Code Ann. § 17C-5-205(3), and shall continue through the date on which all of the City Share has been paid to and disbursed by the Agency as provide for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof, but in any event, unless amended, this Agreement shall terminate no later than December 31, 2044;
f. Following the execution of this Agreement by both Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Area in accordance with § 17C-5-205;
g. The Parties agree that they do not, by this Agreement, create an interlocal entity;
h. There is no financial or joint or cooperative undertaking and no joint or cooperative budget shall be established or maintained;
i. No real or personal property will be acquired, held or disposed of or used in conjunction with a joint or cooperative undertaking.

9. Modification and Amendment.
Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

10. Further Assurance.
Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

11. Governing Law.
This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

12. Severability.
If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

a. such holding or action shall be strictly construed;
b. such provision shall be fully severable;
c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. Incorporation of Recitals.
The recitals set forth above are hereby incorporated by reference as part of this Agreement.

15. Notices.
Any notices that may or must be sent under this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or at an address subsequently amended and provided in writing to the other party:

To the Agency:	To the City: Farmington City Attn: City Mayor 160 s Main st. Farmington, UT 84025

16. Governmental Immunity.
The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even

if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

17. Benefits.

The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

18. Waivers or Modification.

No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

19. Binding Effect; Entire Agreement.

This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement.

20. Force Majeure.

In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay,

without any liability to the delayed Party.

21. Assignment Restricted.
The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

22. Counterparts.
This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

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AGENCY

Attest:

Jim Talbot, CHAIR

Holly Gadd, Secretary

FARMINGTON NORTH STATION COMMUNITY REINVESTMENT PROJECT AREA 2 AND THE FARMINGTON CITY REDEVELOPMENT AGENCY

Attorney Review for the Agency:

The undersigned, as counsel for the Farmington City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for Farmington North Station Community Reinvestment Project Area 2 And Farmington City Redevelopment Agency

Todd Godfrey, Agency Attorney

FARMINGTON CITY

_____

Jim Talbot
Farmington City Mayor

ATTEST:

_____

Holly Gadd, Secretary

Attorney Review For the City

The undersigned, an attorney for the_____, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for Farmington City

EXHIBIT A

North Station CRA 2 Project Area Plan

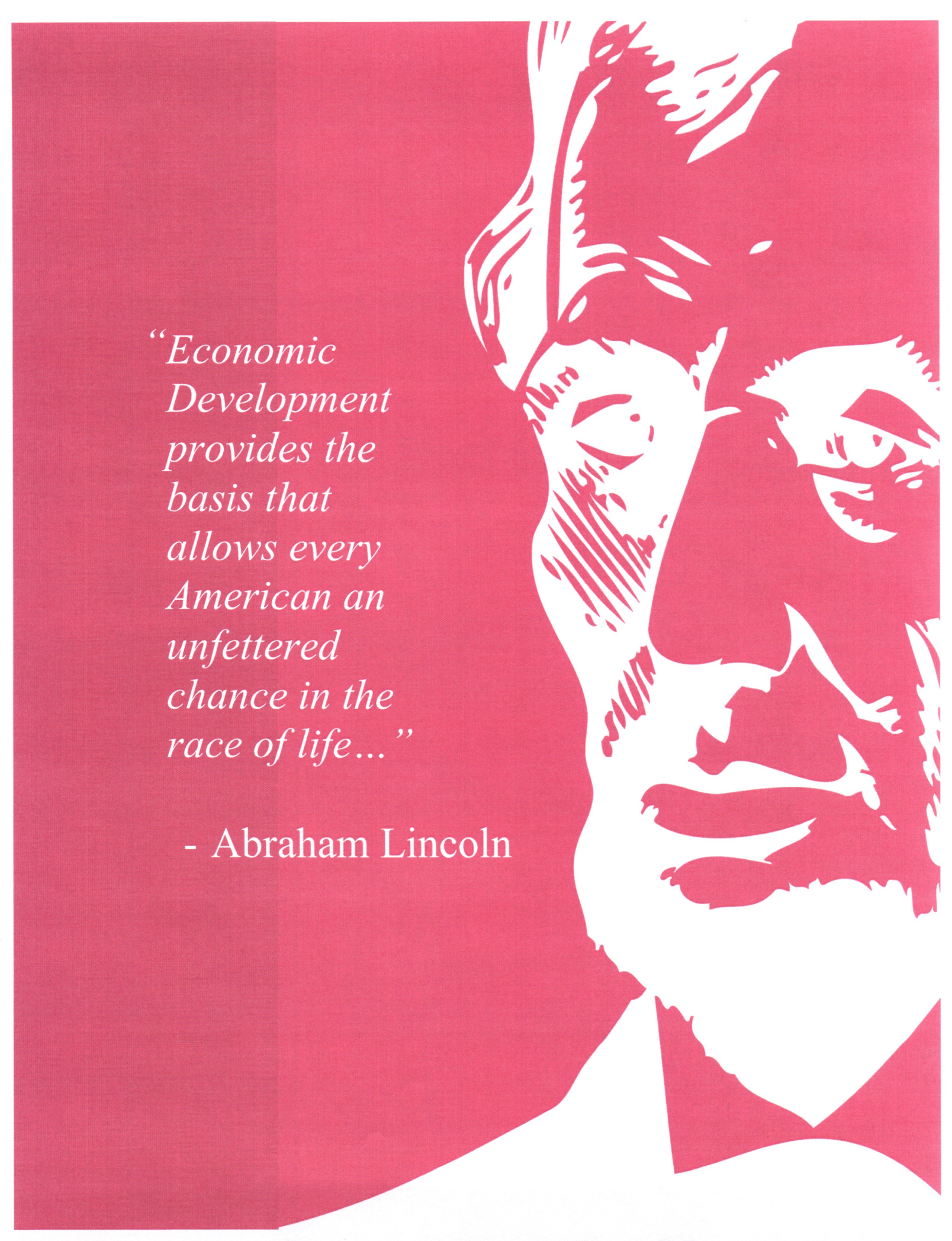
Redevelopment Agency of Farmington City

Farmington North Station #2 Community Reinvestment Project Area Plan

November 1, 2018

FARMINGTON

ECONOMIC DEVELOPMENT


"Economic Development provides the basis that allows every American an unfettered chance in the race of life..."
- Abraham Lincoln

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FARMINGTON CITY NORTH STATION 2 CRA PROJECT AREA PLAN

The Agency, following thorough consideration of the needs and desires of the City and its residents, as well as the need and capacity for new development, has carefully crafted this Farmington City Community Development Project Area Plan ("Plan") for the Farmington North Station Community Reinvestment Project Area ("Project Area").

In accordance with the terms of this Plan, the Agency will encourage, promote and provide the development with a mix of uses. The North Station CRA 2 will include approximately 157 acres.

In addition, this Plan will govern the development and maintenance of publicly-owned infrastructure needed to support the development proposed herein. It is the purpose of this Plan to clearly set forth the aims and objectives of this development, its scope, its mechanism, and its value to the residents, businesses and property owners of the City.

The Project is undertaken as a community development project pursuant to the provisions of the Act.

1. RECITALS OF PRECONDITIONS FOR DESIGNATING A COMMUNITY DEVELOPMENT PROJECT AREA

a) Pursuant to the provisions of §17C-5-103 et seq. of the Limited Purpose Local Government Entities Community Development and Renewal Agencies Act, the governing body of the Redevelopment Agency of Farmington City authorized the preparation of a draft community development project area plan August 21st 2018; and

b) Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law; and

c) Pursuant to the provisions of §17C-5-103 (1)(a) of the Act, on the Agency's own motion, the Agency selected the Project Area hereinafter described comprising all or part of the proposed survey area; and

d) Pursuant to the provisions of §17C-5-104(3)(e) of the Act, the Agency has conducted one or more public hearings for the purpose of informing the public about the proposed Project Area, allowing public comment on the draft Project Area Plan and whether the Plan should be revised, approved or rejected; and

e) Pursuant to the provisions of §17C-5-104(3)(b) and (c) of the Act, the Agency made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the Plan hearing and will hold a public hearing on the draft Plan on November 13th, 2018.

2. DEFINITIONS

As used in this Community Reinvestment Project Area Plan:

1. The term "Act" shall mean and include the Limited Purpose Local Government Entities – Community Reinvestment and Renewal Agencies Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

2. The term "Agency" shall mean the Redevelopment Agency of Farmington City, a separate body corporate and politic.

3. The term "base taxable value" shall mean the base taxable value of the property within the Project Area from which tax increment will be collected, as shown upon the assessment roll last equalized, before: (A) the date the Project Area Plan is adopted by the City legislative body; and (B) the date the Agency adopts the first Project Area Budget.

4. The term "City" shall mean Farmington City, Utah.

5. The term "community" shall mean the community of Farmington City, Utah.

6. The term "community development" shall mean development activities within the community, including the encouragement, promotion, or provision of development.

7. The term "developer" shall mean the entities investing in the development in the area.

8. The term "Plan Hearing" means the public hearing on the draft Project Area Plan required under Subsection 17C-5-104 (3)(C) of the Act.

9. The term "planning commission" shall mean the planning commission of the City.

10. The term "Project Area" or "Farmington North Station Community Reinvestment Project Area" shall mean the geographic area described in this Project Area Plan or Draft Project Area Plan where the community development set forth in this Project Area Plan or Draft Project Area Plan takes place or is proposed to take place.

11. The term "Project Area Budget" shall mean a budget setting forth:
    a. the anticipated costs, including administrative costs, of implementing the Farmington North Station Community Reinvestment Project Area Plan; and
    b. the tax increment, sales tax, and other revenue the Agency anticipates to fund the project.

12. The term "Project Area Map" is the area depicted in Appendix A.

13. The term "Project Area Plan" or "Plan" shall mean a project area plan adopted pursuant to the Act to guide and control community development activity within the Project Area.

14. The term "Farmington North Station Community Reinvestment Project Area 2 Plan" or "Plan" shall mean a project area plan and project area map adopted pursuant to the Act to guide and control community development activities within a project area.

15. The terms "tax," "taxes," "property tax" or "property taxes" include privilege tax and each levy on an *ad valorem* basis on tangible or intangible personal or real property.

16. The term "taxing entity" shall mean a public entity that levies a tax on property within the Project Area.

17. The term "Tax Increment" shall mean the difference between the amount of property tax revenues generated each tax year by all Taxing Entities from the area designated in the Project Area Plan from which Tax Increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be or were generated from that same area using the Base Taxable Value of the property.

18. All other terms shall have the same meaning set forth in the Act unless the context clearly indicates otherwise.

3. PROJECT AREA BOUNDARIES [17C-5-108 (1)]

The Project Area consists of approximately 157 acres located along Burk Lane as it transitions to Station Parkway extending east from the D&RG Rail Trail To I-15 north of the existing Station Park RDA. The Project Area includes the properties lying within the boundaries as depicted on the Project Area map which is included in Appendix A. The boundaries are given in detail in Appendix B as part of the legal description of the property.

4. General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Intensities and How They Will be affected by the Community Development [17C-5-105 (2)]

A. LAND USES IN THE PROJECT AREA

The permitted land uses within the Project Area shall be those uses permitted by the officially adopted zoning ordinances of the City, as those ordinances may be amended from time to time, subject to limitations imposed by "overlay" restrictions and the controls and guidelines of this Plan.

Land uses will be affected as vacant land is developed in accordance with this Plan. This will change existing vacant land and existing homes to commercial mixed-use. It is also anticipated that there may be as many as 20 acres of the project area affected by a city owned and maintained detention basin.

Several land uses surround the Project Area, including residential primarily to the north and west, commercial mixed-use to the south, and primarily vacant agricultural land with the project area and to the south (general planned for future mixed-use).

B. Layout of Principal Streets in the Project Area

Principal streets in the Project Area include 1100 West and 1525 W extensions yet to be built and the existing Station Parkway as it transitions into Burke Lane.

C. Population Densities in the Project Area

There are four residential structures (farm houses) in the project area. But we anticipate around 500 units to be constructed per the small area master plan.

D. Building Intensities in the Project Area

There are a few existing homes in the project area. We anticipate there to be around 1,017,488 sq feet of commercially assessed structures within 10 years.

5. Standards That Will Guide the Community Development [17C-5-105(3)]

A. General Design Objectives

Development within the Project Area will be held to high quality design and construction standards and will be subject to: (1) appropriate elements of the City's General Plan/North Station Small Area Master Plan; (2) applicable City building codes and ordinances; (3) Planning Commission review and recommendation; and (4) the City's land use code.

Owners and developers will be allowed flexibility in the development of land located within the Project Area and are expected to obtain quality design and development per the Office Mixed Use (OMU) ordinance AND the Transit Mixed Use (TMU). The development contemplated herein shall be of a design and shall use materials that are in harmony with adjoining areas and subject to design review and approval by the City. It is contemplated that these design objectives will be addressed in development agreements with the developers specifically addressing these points.

Coordinated and attractive landscaping shall also be provided as appropriate for the character of the Project Area. Materials and design paving, retaining walls, fences, curbs, benches, and other items shall have an attractive appearance, be easily maintained, and indicative of their purpose.

Parking areas shall be designed with careful regard to orderly arrangement, topography, relationship to view, ease of access, and as an integral part of the overall site design.

All development will be accompanied by site plans, development data, and other appropriate material clearly describing the development, including land coverage, setbacks, heights, and any other data required by the City's land use code, the applicable zoning designations, or as requested by the City or the Agency.

The general standards that will guide the community development are as follows:

1. Encourage and assist community development with the creation of well-planned, vibrant mixed-use development, including a commercial office district for the City.

2. Provide for the strengthening of the tax base and economic health of the entire community

and the State of Utah.

3. Implement the tax increment financing provisions of the Act, which are incorporated herein by reference and made a part of this Plan.

4. Encourage economic use of and new construction upon the real property located within the Project Area.

5. Promote and market the Project Area for community development that would be complementary to existing businesses that would enhance the economic base of the City through diversification.

6. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of community activity for the City.

7. Remove any impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by adequate public utilities and infrastructure improvements.

8. Achieve an environment that reflects an appropriate level of concern for architectural, landscape and design principles, developed through encouragement, guidance, appropriate controls, and financial and professional assistance to owner participants and developers.

9. Provide for construction of public streets, utilities, curbs and sidewalks, other public rights-of-way, street lights, landscaped areas, public parking, water utilities, sewer utilities, storm drainage, open space, and other public improvements.

10. Provide public streets and road access to the area to facilitate better traffic circulation and reduce traffic hazards by assisting in the street alignments.

B. Specific Design Objectives and Controls

In addition to the general City design objectives and standards described above, it is contemplated that the following guidelines will be approved.

1. Building Design Objectives

All new buildings shall be of design and materials that will be in harmony with adjoining areas and other new development.

The design of buildings shall take advantage of available views and topography and shall provide, where appropriate, separate levels of access.

2. Open Space Pedestrian Walks and Interior Drive Design Objectives

All open spaces, pedestrian walks and interior drives shall be designed as an integral part of an overall site design, properly related to other buildings.

Comfortably graded pedestrian walks should be provided along the lines of the most intense use, particularly from building entrances to parking areas, and adjacent buildings on the same site.

The location and design of pedestrian walks should afford adequate safety and separation from vehicular traffic.

Materials and design of paving, retaining walls, fences, curbs, and other accouterments, shall be of good appearance, easily maintained, and indicative of their purpose.

3. Parking Design Objectives

Parking areas shall be designed with regard to orderly arrangement, topography, ease of access, and as an integral part of overall site design.

It is desirable that parking areas be relatively level, or that parking structures be constructed thus maximizing the development potential

4. Project Improvement Design Objectives

- All streets and walkways within public rights-of-way will be designed or approved by the City and will be consistent with all design objectives.
- Lighting standards and signs of pleasant appearance and modern illumination standards shall be provided as necessary as approved by the City.
- The applicable portions of the Project Area will be graded in conformance with the final project design determined by the Agency and the City for each specific project.

C. Techniques to Achieve the Community Reinvestment Plan Objectives

Activities contemplated in carrying out the Plan in the Project Area may include the acquisition and development of properties in the Project Area.

Parcels of real property located in the Project Area may be acquired by purchase, but shall not be acquired by condemnation.

D. Property Acquisition, Disposition and Development

The objectives of this Plan are to be accomplished by various means including but not limited to the following:

1. Acquisition of Real Property

The Agency may acquire, but is not required to acquire, real property located in the Project Area. The Agency may acquire property by negotiation, gift, devise, exchange, purchase, or other lawful method, but not by eminent domain (condemnation). The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, rights of way, etc. by negotiation, gift, devise, exchange, purchase or other lawful method, but not by eminent domain (condemnation).

2. Cooperation with the Community and Public Entities

The community and certain public entities are authorized by state law, with or without consideration, to assist and cooperate in the planning, undertaking, construction, or operation of projects within this Project Area. The Agency may seek the aid and cooperation of such public entities in order to accomplish the purposes of community development and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by a public entity without the consent of the public entity. The Agency, however, will seek the cooperation of all public entities that own or intend to acquire property in the Project Area. To the extent allowed by law, the Agency shall impose on all public entities owning real property in the Project Area the planning and design controls contained in this Plan to the end that uses and any future development by public entities will conform to the requirements of this Plan.

3. Property Management

During such time that property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for community development.

4. Property Disposition and Development

The Agency is also authorized, by lawful means, to provide for and promote the community development of the Project Area as described below.

While there are currently no buildings or structures in the Project Area and it is unlikely that there will ever be a need to demolish and clear buildings or structures in the Area, the Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area, should such a need occur, to carry out the purposes of this Plan. The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities, within the Project Area, not prohibited by law which are necessary or desirable to carry out this Plan, as well as publicly-owned improvements and infrastructure outside the Project Area that are of benefit to the Project Area. The Agency is authorized to prepare or cause to be prepared as building sites any real property in the Project Area. The Agency is also authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area should such a need occur in the future. The Agency is also authorized to advise, encourage, and assist in the rehabilitation of property in the Project Area not owned by the Agency should such a need occur in the future.

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by leases or sales by negotiation with or without public bidding. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan. Real property may be conveyed by the Agency to the City or any other public entity without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to this Plan. All purchasers or lessees of property from the Agency shall be made obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

To the maximum possible extent, the objectives of this Plan are to be accomplished through Agency encouragement of, and assistance to, private enterprise in carrying out development activities. To provide adequate safeguards to ensure that the provisions of this Plan will be carried out, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds,

contracts, agreements, declarations of restrictions, provisions of the City ordinances, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary or desirable to carry out this Plan.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or outside the Project Area for itself or for any public entity to the extent that such improvement would be of benefit to the Project Area. During the period of development in the Project Area, the Agency shall require that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for development by owners or developers shall be submitted to the Agency for review and approval. All community development must conform to this Plan and all applicable federal, state, and local laws.

For the purpose of this Plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, and otherwise dispose of personal property.

E. Approvals

The City shall approve the design of all development within the Project Area to ensure that development therein is consistent with this Plan. With a recommendation from the Farmington Planning Commission and accompanying public hearings as required by state law.

6. How the Purposes of this Title Will Be Attained by the Community Development [17C-5-105(4)]

It is the intent of the Agency, with the assistance and participation of private owners, to facilitate new development within the Project Area that includes this objective: the creation of a City Center and an employment center. There has been no activity in the area since the North Station study master plan was completed and adopted by the City Council and Planning Commission (2016), public assistance is necessary in order to encourage economic development. Further, the Project will strengthen the tax base of all applicable taxing entities, will accomplish community development objectives and create a well-planned community reinvestment area. The purposes of the Act will be obtained as a result of the proposed community development project by accomplishing the following items:

A. Establishment of New Business

The project includes significant commercial development which will benefit the State, City and other taxing entities through increased job creation, increased sales tax base, increased property tax base, and increased income taxes paid.

B. Public Infrastructure Improvements

The construction of the public infrastructure improvements as provided by this Plan will support the development contemplated herein and provide for future development in surrounding areas. Infrastructure is an important element of economic development and areas that lack good infrastructure are not able to be competitive in attracting good-quality businesses to locate in their

community.

Specifically, this Plan contemplates water reconstruction, storm water reconstruction, street improvements, increased signage and landscaping, establishment of a revolving loan fund for façade renovations and potential economic incentives to attract a major tenant pursuant to §17C-1-409 which dictates the allowable uses of agency funds. Further, there are extraordinary costs of development associated with some of the properties in the Project Area, due to the potential cost of demolishing old buildings. Thus, the components of the Project provided in this Plan will encourage, promote and provide for community development within the Project Area and the City generally for years to come.

xc

7. THE PLAN IS CONSISTENT WITH AND WILL CONFORM TO THE COMMUNITY'S GENERAL PLAN AND MORE DETAILED NORTH STATION SMALL AREA MASTER PLAN [17C-5-105(5)]

This Plan is consistent with the City's General Plan 2011 and the North Station Small Area Master Plan approved June 07, 2016.

The North Station Small Area Master Plan specifically states:

> *"For many years the City has planned for a Business Park in the area north of Station Park. At the recent strategic planning session held with the City Council, planning for this project was set as a high priority for the City. We are currently calling this the "North Station" project area… Multiple property owners exist in this project area. [The land owners have] been working with the City on a land use analysis and market study that addresses anticipated absorption rates for office, retail and multifamily uses."*

8. DESCRIPTION OF ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY DEVELOPMENT [17C-5-105(7)]

The proposed community development project will include a mix of retail, office and residential uses. It is anticipated that approximately 1,228,818 additional square feet total (residential, office, and retail space) will be built in the area. The City would like to attract a major office marquee tenant in order to provide greater economic stability and reduce the current office turnover rates in the area.

Specific projects also include reconstruction and upgrading of public infrastructure improvements, in order to serve the new development anticipated for the area. Other projects may include the establishment of a Revolving Loan Fund for façade improvements, costly wetland mitigation and excavation of farmland where a private developer is involved pursuant to §17C-1-409 which dictates the allowable uses of agency funds. Again, no eminent domain is included as part of this Project Area Plan and demolition of properties would only occur through the voluntary participation of a property owner.

9. How Private Developers Will Be Selected and Identification of Current Developers in the Community Development Project Area [17C-5-105(8)]

A. Selection of Private Developers

There are 13 separate private property owners among 22 parcels of varying size in the CRA. The lions share of the land is held by "development" companies or private land trusts. The Agency contemplates that owners of real property within the Project Area will take advantage of the opportunity to develop their property, or sell their property to developers for the development of facilities within the Project Area. In the event that owners do not wish to participate in the community development in compliance with the Plan, or in a manner acceptable to the Agency, or are unable or unwilling to appropriately participate, the Agency reserves the right pursuant to the provisions of the Act to acquire parcels, to encourage other owners to acquire other property within the Project Area, or to select non-owner developers by private negotiation, public advertisement, bidding or the solicitation of written proposals, or a combination of one or more of the above methods.

B. Identification of Developers Who are Currently Involved in the Proposed Community Development

1. Qualified Owners

Any person wishing to become a developer will be required to own or have the right to purchase all or part of the Project Area.

2. Other Parties

If no owner in the Project Area, as described in Subparagraph A above, who possesses the skill, experience and financial resources necessary to become a developer in the Project Area is willing or able to become a developer of all or part of the Project Area, the Agency may identify other qualified persons who may be interested in developing all or part of the Project Area. Potential developers may be identified by one or more of the following processes: (1) public solicitation, (2) requests for proposals (RFP), (3) requests for bids (RFB), (4) private negotiation, or (5) some other method of identification approved by the Agency.

3. Owner Participation Agreements

The Agency has not entered into nor does it intend to enter into any owner participation agreements or agreements with developers to develop all or part of the Project Area until after the Agency and the City decide whether or not to adopt this Plan for the Project Area. If the Project Area is adopted,

10. Reasons for the Selection of the Project Area [17C-5-105(9)]

The Project Area was selected by the Agency as that area within the City having an immediate opportunity to strengthen the community and to move forward the goals and objectives as expressed in the City's General Plan. Additionally, although not required as part of this Plan, it is

anticipated that the project will create 4,460 new jobs.

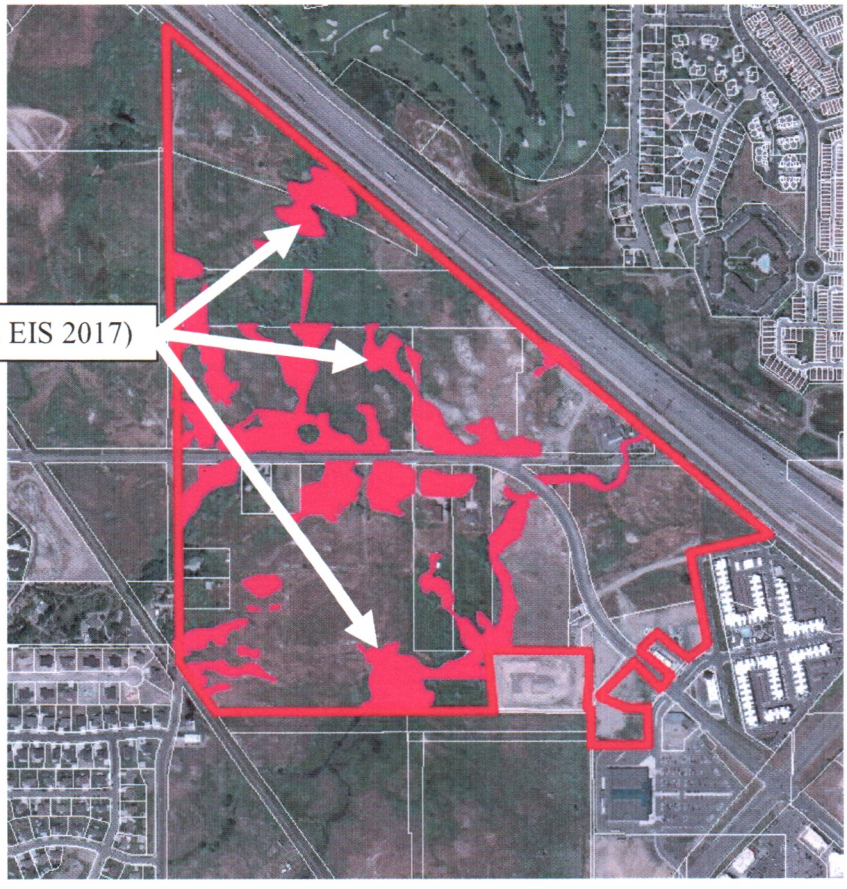
The Project Area contains a portion of the City that is desirable for commercial development because of: (1) its proximity to Station Park and (2) the opportunity to commence public-private partnerships to improve this area of the City and create a city employment center.

Specific boundaries of the Project Area were arrived at by the Agency after a review of the area by members of the Agency, city staff, economic development consultants, and other technical and legal consultants. Planned treatment of this area is intended to stimulate development to the degree necessary for sound long-term growth in the Project Area and to encourage the development of real property located within the Project Area. Finally, development of the Project Area as a City and Employment Center is an important element in the City's General Plan.

11. Description of the Physical, Social and Economic Conditions Existing in the Area [17C-5-105(10)]

A. Physical Conditions

The Project Area consists of approximately 157 acres of developable land, most is not serviced by utilities and is not considered improved by development standards – all but 15 acres has green belt status. Roughly 20% of the land is in what has been preliminarily determined to have potential wetlands in existence. The cost of which to mitigate is around $80,000/ac.



B. SOCIAL CONDITIONS

No unusual social conditions were found to exist. Because of the development of land into a mixed-use commercial office center, consistent with the General Plan of the City, this area will take on a new social character that will enhance existing development in the City. The Farmington North Station Area #2 Plan will bring residents and visitors to the Project Area for shopping and employment. It is anticipated, therefore, that the proposed project area will add to the community's economy, quality of life, and reputation.

C. ECONOMIC CONDITIONS

The majority of the Project Area currently is associated with the greenbelt properties. The total base year taxable value in the Project Area is $19,380,076 but only collects $36,894/per year. The tax base where applicable is the value before leaving greenbelt. 100% of greenbelt "roll back funds" will be distributed to the taxing entities.

12. TAX INCENTIVES OFFERED TO PRIVATE ENTITIES FOR FACILITIES LOCATED WITHIN THE PROJECT AREA [17C-5-105(11)]

The Agency intends to use property tax increment generated within the Project Area to pay part of the costs associated with development of the Project Area. The Agency intends to negotiate and enter into one or more inter-local agreements with Farmington City, Davis County/Davis County Library, Davis School District, Benchland Water District, Weber Basin Water Conservancy, Davis County Mosquito Abatement, and Central Davis Sewer District to secure receipt of a portion of the property tax increment generated within the Project Area that would otherwise be paid to those taxing entities. Collectively, those tax revenues may be used to reimburse a private developer for a portion of the cost of the public infrastructure improvements including interest and bonding costs. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and other items from such tax revenues for any period of time the Agency and the taxing entities may deem appropriate under the circumstances.

Specifically, the Agency intends to enter into agreements with each of the taxing entities whereby the Agency will receive 70 percent of the property tax increment for a period of 20 years. The Project Area will trigger no later than December 31, 2024. The cap on the tax increment is $27.2 Million

Detailed tax increment information is provided in Appendix D in the Project Area Budget that is attached to this Plan and made a part thereof.

13. Analysis or Description of the Anticipated Public Benefit to be Derived from the Community Development [17C-5-105(12)]

The public will realize significant benefits from the development of the Community Reinvestment Project Area as proposed by this Plan. The Agency's long-term objective in developing the Project Area is to create a high-quality City and Employment Center that will diversify the City's economic and tax base and provide employment opportunities to City residents.

In order to facilitate the development contemplated herein, the Agency created the Project Area. The City and the Agency saw the development of the Project as an opportunity to "jump start" the proposed redevelopment by creating a public-private partnership for the project area.

A. Beneficial Influences on the Tax Base

The incremental taxable value of the area is $194 million over the next 20 years. At that time, the incremental property tax revenues to all taxing entities should reach over $2.5 million per year. In addition, the development will generate sales tax revenues and municipal energy ("franchise") tax revenues.

In addition to tax revenues, the project will generate other revenues including Class B/C Road Funds, business license fees, charges for services, and one-time fees such as building permits and impact fees.

B. Associated Business and Economic Activity

Business and economic activity likely to be derived includes business and employee expenditures, as well as construction expenditures.

1. Business and Employee Expenditures

It is anticipated that employees and business owners in the Farmington North Station 2 CRA Project Area will directly or indirectly purchase local goods and services related to their operations from local or regional suppliers. These purchases will likely increase employment opportunities in the related areas of business equipment, furniture and furnishings, business supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, office and printing services, transportation and delivery services.

A summary of benefits is as follows:

- Provide an increase in direct purchases in the City.
- Provide economic diversification within the City and Davis County.
- Encourage economic development in order for a public or private employer to create additional jobs in the community.

- Complement existing businesses and industries located within the City by providing new employees who may live and shop and pay taxes in the City and the region.

- Another benefit will be the expenditure of income by employees filling the new positions. The types of expenditures by employees in the area will likely include convenience shopping for personal and household goods, lunches at area restaurants, convenience purchases and personal services (haircuts, banking, dry cleaning, etc.) The employees will not make all of their convenience or personal services purchases near their workplace, and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity to the workplace (assuming the services are available).

2. Construction Expenditures

Economic activity associated with the development will include construction activity. Market value of the project is expected to reach $194 million. This will create a significant number of construction jobs.

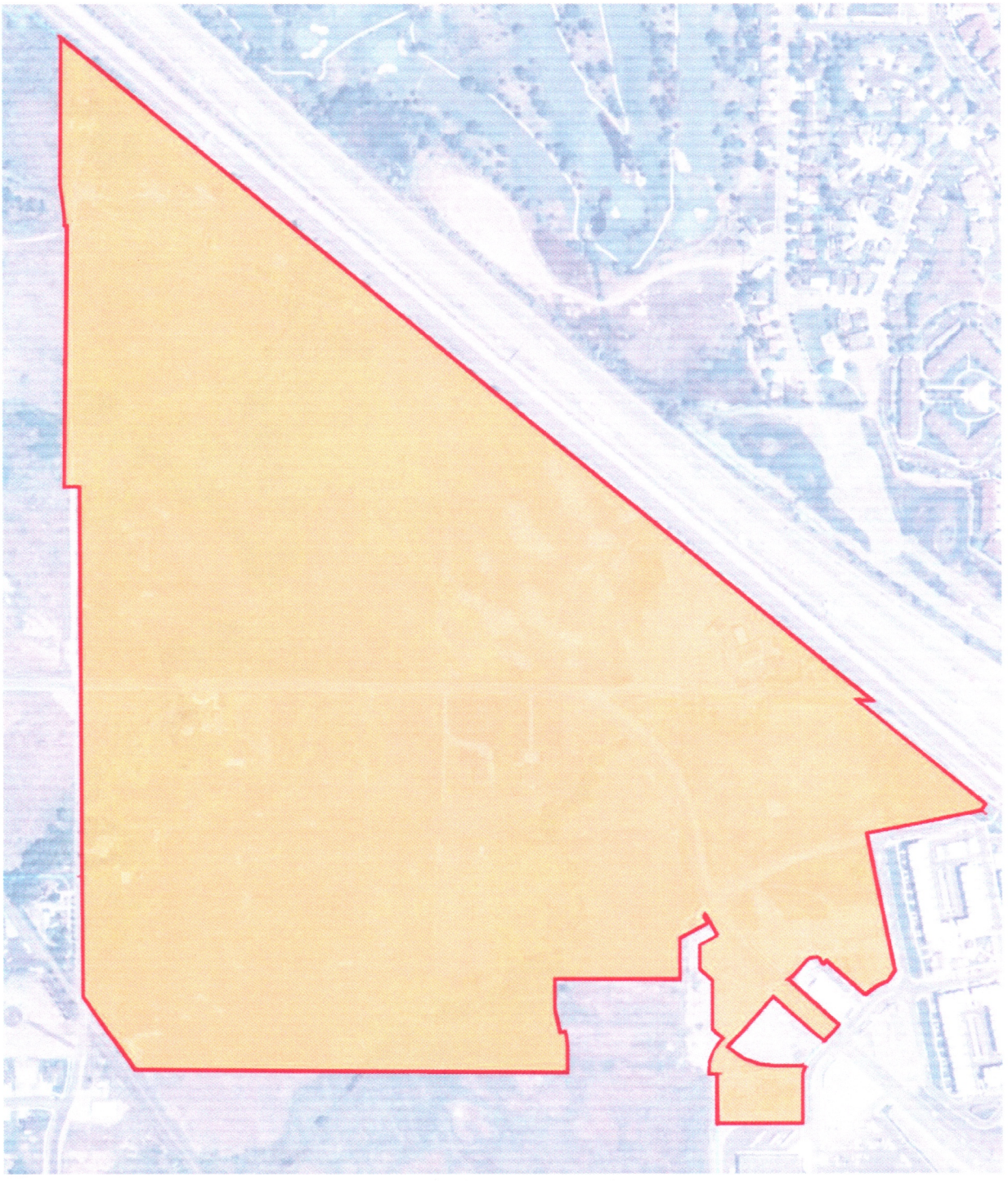
14. BLIGHT DETERMINATION IN THE COMMUNITY REINVESTMENT AREA [17C-5-104 (2)] (NO STRUCTURES SUBJECT TO HISTORIC STATUS)

Pursuant to the provisions of §17C-5-104 et seq. the agency anticipates no need to utilize eminent domain in the project area – thus no blight study is needed as outlined in §17C-5-402.

15. ALLOCATION OF PUBLIC FUNDS FOR HOUSING [17C-5-307]

Pursuant to 17C-5-307 (2) the agency is proposing 10% of the tax increment credit in the CRA to address Farmington's specific need for income targeted housing or housing assistance for residents; following guild lines and allocation requirements specified in Section 17C-1-412."

APPENDIX A: PROJECT AREA MAP AND LAYOUT OF PRINCIPAL STREETS



APPENDIX B: LEGAL DESCRIPTION

FARMINGTON CITY CRA BOUNDARY DESCRIPTION

Part of section 14, part of the northeast 1/4 of section 23, and part of the southwest 1/4 of section 13, township 3 north, range 1 west, Salt Lake base and meridian, more particularly described as follows:

Beginning at a point on the east line of the southwest quarter of said Section 14 said point being 389.45 feet N.00°20'03"W. along said east line of the southwest quarter from the south quarter corner of said Section 14; thence N.00°20'03"W. 1815.37 feet along said east line of the southwest quarter; thence S.89°39'57"W. 53.96 feet; thence N.00°41'22"E. 927.05 feet; thence N.89°18'38"W. 8.81 feet; thence N.00°13'11"E. 28.53 feet; thence N.06°35'33"W. 120.70 feet; thence N.00°05'55"E. 520.46 feet to the westerly right of way line of the Union Pacific Railroad; thence along said westerly right of way line the following five (5) courses: (1) S.50°36'12"E. 3716.91 feet; (2) N.89°40'30"W. 53.81 feet; (3) S.50°36'35"E. 260.79; (4) S.50°50'56"E. 327.80; (5) S.39°16'24"W. 26.87; thence S.78°30'56"W. 413.67 to a point on the westerly line of Broadway (1075 West Street); thence along said westerly line of Broadway S.11°28'29"E. 497.29 feet to a point on the northerly line of Grand Avenue (475 North Street); thence along said northerly line of Grand Avenue the following two (2) courses: (1) S.33°03'51"W. 47.04 feet; (2) Southwesterly along the arc of a 194.50 foot radius curve to the left 92.37 feet with a central angle of 27°14'39" (long chord bears S.59°07'50"W. 91.50 feet); thence N.48°27'49"W. 183.59 feet; thence S.41°32'46"W. 12.99 feet; thence Westerly along the arc of a 5.00 foot radius curve to the right 7.74 feet with a central angle of 88°39'54" (long chord bears S.85°52'43"W. 6.99 feet); thence Northwesterly along the arc of a 40.00 foot radius curve to the right 26.21 feet with a central angle of 37°32'22" (long chord bears N.31°01'09"W. 25.74 feet); thence S.84°16'08"W. 31.43 feet; thence S.55°44'30"W. 8.29 feet; thence S.41°48'29"W. 82.37 feet; thence S.62°57'51"W. 17.19 feet to a point on the easterly right of way line of Station Parkway; thence S.48°13'24"E. 242.19 feet along said easterly right of way; thence S.40°35'19"W. 80.02 feet to a point on the westerly right of way line of Station Parkway; thence N.48°13'24"W. 241.69 feet along said westerly right of way to the southerly right of way line of Market Street; thence S.41°46'17"W. 243.59 feet along said southerly right of way to a point on the boundary line of Lot 402, Park Lane Commons – Phase 4; thence along said boundary line of Lot 402 the following seven (7) courses: (1) S.48°13'43"E. 19.30 feet; (2) Easterly along the arc of a 220.00 foot radius curve to the left 160.73 feet with a central angle of 41°51'36" (long chord bears S.69°09'31"E. 157.18 feet); (3) N.89°54'41"E. 113.74 feet; (4) Southerly along the arc of a 148.08 foot radius curve to the left 61.49 feet with a central angle of 23°47'32" (long chord bears S.09°53'41"W. 61.05 feet); (5) S.00°06'18"E. 144.26 feet; (6) S.89°53'42"W. 301.16 feet; (7) N.00°06'18"W. 176.45 feet; thence N.89°19'11"W. 30.44 feet; thence N.00°38'18"E. 36.94 feet to the northerly right of way line of Market Street; thence along said northerly right of way line the following two (2) courses: (1) Northeasterly along the arc of a 166.50 foot radius curve to the right 88.99 feet with a central angle of 30°37'24" (long chord bears N.26°27'35"E. 87.94 feet); (2) N.41°46'17"E. 18.15 feet to a point on the boundary line of Lot 303, Park Lane Commons – Phase 3; thence along said boundary line of Lot 303 the following eighteen (18) courses: (1) N.48°13'43"W. 50.70 feet; (2) N.00°00'00"E. 170.86 feet; (3) N.47°56'27"W. 59.98 feet; (4) N.00°00'00"E. 88.23 feet; (5) N.61°45'46"E. 71.30 feet; (6) Northeasterly along the arc of a 810.10 foot radius curve to the right 89.36 feet with a central angle of 06°19'13" (long chord bears N.29°10'24"W. 89.32 feet); (7) S.61°52'50"W. 0.98 feet; (8) Southerly along the arc of a 8.00 foot radius curve to the left 12.36 feet with a central angle of 88°32'30" (long chord bears S.17°36'35"W. 11.17 feet); (9) Southeasterly along the arc of a 325.70 foot radius curve to the left 27.04 feet with a central angle of 04°45'23" (long chord bears S.29°02'22"E. 27.03 feet); (10) S.61°45'46"W. 111.21 feet; (11) S.00°03'28"W. 147.51 feet; (12) N.89°47'29"W. 444.82 feet; (13) S.00°00'00"E. 104.92 feet; (14) S.12°28'48"E. 85.58 feet; (15) N.77°31'12"E. 18.05 feet; (16) S.12°28'48"E. 20.36 feet; (17) Southerly along the arc of a 172.54 foot radius curve to the right 37.67 feet with a central angle of 12°30'40" (long chord bears S.06°13'28"E. 37.60 feet); (18) S.00°01'52"W. 93.30 feet; thence N.89°35'02"W. 1532.64 feet to the easterly right of way line of the historic Denver and Rio Grande Railroad; thence N.34°42'03"W. 320.32 feet along said easterly right of way line to the point of beginning.

Calculated area contains approximately 157.06 acres.

APPENDIX C: LIST OF PARCELS

Parcel Number	Tax District	2017 Taxable Value	2017 taxes	Acres	Legal Description
80580020	23	$949,117	$9.12	11.86	BEG ON N'LY LINE OF OLD OSL RR R/W AT PT 7.35 CHAINS N & 100.62 FT N FR SW COR OF NE 1/4 SEC 14-T3N-R1W, SLM; TH SE'LY ALG SD R/W 21.00 CHAINS,
80580016	23	$979,685	$10.49	12.29	BEG AT A PT WH IS S 89^50'04" W 43.56 FT ALG THE SEC LINE & S 0^20'03" E 143.95 FT FR THE CENTER OF SEC 14-T3N-R1W, SLM; & RUN TH S 89^40'36" E 1,579.89 FT TO A PT ON THE SW'LY BNDRY OF THE UPRR R/W &
084860116	23	$500	6.16	0.01	PARCEL 2: A PART OF PARCEL B, PARK LANE COMMONS & LOC IN THE SE 1/4 OF SEC 14-T3N-R1W, SLB&M, DESC AS FOLLOWS: BEG AT A PT N 00^00'21" W 528.13 FT ALG THE E LINE OF SEC 14-T3N-R1W, SLB&M, & W 107.20
80600026	23	$962,850	$2.88	12.06	BEG AT A PT WH IS S 89^50'04" W 43.56 FT ALG THE SEC LINE & S 0^20'03" E 448.73 FT FR THE CENTER OF SEC 14-T3N-R1W, SLM; & RUN TH S 89^40'36" E 1,876.76 FT ALG THE EXT S BNDRY OF LOT 4, BLK 34, BC PLA
80600003	23	$1,830,020	$4.84	20.26	BEG NE COR OF LOT 3, BLK 34, BC PLAT, FARMINGTON TS SURVEY, SEC 14-T3N-R1W, SLM, W 77.1 RODS, S 42 RODS, E 77.1 RODS, N 42 RODS TO BEG. LESS STR CONT. 20.26 ACRES
80600045	23	$771,532	$531.17	9.41	BEG IN THE N LINE OF BURKE LANE AT THE SW COR OF LOT 1, BLK 34, BC PLAT, FARMINGTON TS SURVEY; & RUN TH N 40.0 RODS; TH E 35.50 RODS, M/L, TO THE W'LY LINE OF A RR R/W & THE POB OF PPTY CONV IN QC DEE
80600046	23	$1,568,025	$0	6.78	A PART OF LOT 1 & LOT 20, BLK 34 OF BC PLAT, FARMINGTON TS SURVEY; BEG AT A PT ON THE W'LY LINE OF A UPRR R/W BEING 2168.98 FT N 00^00'21" W ALG THE SEC LINE & 766.83 FT N 89^59'39" W FR THE SE COR OF
80600034	23	$2,931,197	$8.37	35.03	BEG ON S LINE OF LOT 8, BLK 27, BC PLAT, AT A PT 9.4 RODS, M/L, N ALG 1/4 SEC LINE OF SW 1/4 OF SE 1/4 SEC 14-T3N-R1W, SLM; & RUN TH N 0^20'03" W 515.1 FT, M/L, TO A PT 670.21 FT N 0^20'03" W ALG THE
80600012	23	$585,000	$4,034	1.01	BEG ON THE S LINE OF A RD AT A PT N 00^20'03" W 1460.21 FT ALG 1/4 SEC LINE & S 89^38'13" E 340.0 FT ALG SD S LINE FR S 1/4 COR OF SEC-14-T3N-R1W, SLM; & RUN TH S 00^21'47" W 275.0 FT; TH S 89^38'13
80600016	23	367,000	2,657.76	1.01	BEG ON E LINE OF A RD AT A PT N 00^20'03" W 990.21 FT ALG 1/4 SEC LINE FR S 1/4 COR OF SEC-14-T3N-R1W, SLM; & RUN TH N 89^39'57" E 275.0 FT; TH S 00^20'03" E 160.0 FT; TH S 89^39'57" W 275.0 FT TO SD

80600018	23	80,214	1,228.43	1.01	BEG ON THE E LINE OF A RD AT A PT N 00^20'03" W 830.21 FT ALG THE 1/4 SEC LINE FR THE S 1/4 COR OF SEC 14-T3N-R1W, SLM; & RUN TH N 89^39'57" E 275 FT; TH S 00^20'03" E 160 FT; TH S 89^39'57" W 275 FT
80600013	23	198,339	2,575	1.01	BEG ON S LINE OF A RD AT A PT N 00^20'03" W 1460.21 FT ALG 1/4 SEC LINE & S 89^38'12" E 500.0 FT ALG SD S LINE FR S 1/4 COR SEC-14-T3N-R1W, SLM; (BASIS OF BEARING IS DAVIS COUNTY TS REF PLAT DATED 11/
80600029	23	718,000	5,309.96	4.85	BEG AT THE NW COR OF LOT 12, BLK 27, BC PLAT, FARMINGTON TS SURVEY, WH PT IS S 89^45'48" W 1369.01 FT ALG THE SEC LINE & N 0^20'03" W 1444.78 FT FR THE SE COR OF SEC 14-T3N-R1W, SLM; & RUN TH S 89^41'
80600043	23	734,000	4,358.81	4.84	BEG AT A PT ON THE S LINE OF BURKE LANE AT A PT S 89^41'35" E 213.32 FT FR THE NW COR OF LOT 12, BLK 27, BC PLAT, FARMINGTON TS SURVEY; WH PT IS S 89^45'48" W 1369.01 FT ALG THE SEC LINE & N 0^20'03"
84860118	23	822,430	12.01	8.41	A PARCEL OF LAND IN FEE SIT IN THE SE 1/4 OF SEC 14-T3N-R1W, SLB&M. THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE W LINE OF THE PARK LANE COMMONS SUB AS RECORDED
85690304	23	136,940	0	2.76	ALL OF PARCEL A, PARK LANE COMMONS - PHASE 3. CONT. 2.75800 ACRES.
85690302	23	192,253.	2,424.43	.99	ALL OF LOT 302, PARK LANE COMMONS - PHASE 3. CONT. 0.98500 ACRES.
85910408	23	666,468.00	442.38	1.53	ALL OF LOT 402, PARK LANE COMMONS - PHASE 4. CONT. 1.53000 ACRES
84860114	23	915,978	$11,518.42	2.30	ALL OF PARCEL B, PARK LANE COMMONS. CONT. 3.00400 ACRES LESS & EXCEPT "PARCEL 1" AS CONV IN QC DEED RECORDED 01/26/2016 AS E# 2917431 BK 6439 PG 28 DESC AS FOLLOWS: A PART OF PARCEL B, PARK L
86120001	23	$285,931.12	$286.57	0.938	ALL OF LOT 1, RESIDENCES AT STATION PARKWAY SUBDIVISION. CONT. 0.93800 ACRES.
86120006	23	$2,063,093.65	$2,067.73	6.33	ALL OF LOT 6, RESIDENCES AT STATION PARKWAY SUBDIVISION. CONT. 6.33800 ACRES.
86120007	23	$425,848.38	$426.80	1.83	ALL OF LOT 7, RESIDENCES AT STATION PARKWAY SUBDIVISION. CONT. 1.8300 ACRES.
86120004	23	$1,196,155.36	$1,198.84	3.924	ALL OF LOT 4, RESIDENCES AT STATION PARKWAY SUBDIVISION. CONT. 3.92400 ACRES.
86120005	23	$150,000.00	$158.35	0.57	ALL OF LOT 5, RESIDENCES AT STATION PARKWAY SUBDIVISION. CONT. 0.57000 ACRES.

APPENDIX D: PROJECT AREA BUDGET

	Increment budget	Quantity	Unit	Improvements covered by Farmington City	Improvement paid for by developer	total cost of improvement
Land Acquisition for ROW	$8,034,031	24	AC	$0	$3,780,720	$11,814,751
Roads	$2,510,635	5732	LF	$3,012,761	$4,519,142	$10,042,539
Lighting	$251,063	38	EA	$0	$0	$251,063
Sewer 18"	$1,004,254	5286	LF	$1,205,104	$1,807,657	$4,017,016
Water 12"	$502,127	5400	LF	$602,552	$903,828	$2,008,508
storm water	$502,127	5342	LF	$301,276	$1,205,105	$2,008,508
Power Underground	$251,063	7609	LF	$0	$753,190	$1,004,254
Fiber Optics	$251,063	7609	LF	$0	$753,190	$1,004,254
Substations	$1,255,317	0.5	EA	$0	$1,069,344	$2,324,662
Improved Open Space	$1,757,444	13	AC	$0	$1,757,444	$3,514,889
Housing Contribution**	$2,719,854	1	EA	N/A	N/A	N/A
Tenant Outreach	$4,399,636	1	EA	N/A	N/A	N/A
Wetland mitigation	$2,400,000	30	AC	N/A	N/A	$2,400,000
Administration*	$1,359,927	1	EA	N/A	N/A	N/A
Totals	**$27,198,542**			**$5,121,695**	**$16,549,623**	**$40,390,443**

*3% to Agency and 2% to County
**10% of total increment per {17C-5-307}

Years																						
Base Year Revenues	TOTAL	NPV	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Davis County	$136,136	$84,828	$6,806.80	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807	$6,807
Davis School District	$466,621	$290,757	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331	$23,331
Farmington	$119,628	$74,541	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981	$5,981
Weber Basin Water Conservancy	$10,718	$6,679	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536	$536
Davis County Mosquito Abatement	$6,591	$4,107	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330	$330
Central Davis Sewer District	$11,766	$7,331	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588	$588
Benchland Water District	$23,100	$14,394	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155	$1,155
County Library	$23,162	$14,432	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158	$1,158
TOTAL	$797,722	$497,069	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886	$39,886
Percent to Taxing Agency																						
Davis County			70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Davis School District			70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Farmington			70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Weber Basin Water Conservancy			70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Davis County Mosquito Abatement			70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Central Davis Sewer District			70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Benchland Water District			70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
County Library			70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Incremental Revenues to Taxing Entities																						
Davis County	$1,989,259	$1,119,937	$17,122	$29,321	$41,519	$53,718	$65,917	$78,115	$90,314	$102,513	$114,711	$126,910	$126,910	$126,910	$126,910	$126,910	$126,910	$126,910	$126,910	$126,910	$126,910	$126,910
Davis School District	$6,818,388	$3,838,699	$58,687	$100,499	$142,311	$184,124	$225,936	$267,748	$309,560	$351,372	$393,185	$434,997	$434,997	$434,997	$434,997	$434,997	$434,997	$434,997	$434,997	$434,997	$434,997	$434,997
Farmington	$1,748,028	$984,126	$15,046	$25,765	$36,484	$47,204	$57,923	$68,642	$79,362	$90,081	$100,801	$111,520	$111,520	$111,520	$111,520	$111,520	$111,520	$111,520	$111,520	$111,520	$111,520	$111,520
Weber Basin Water Conservancy	$156,620	$88,176	$1,348	$2,308	$3,269	$4,229	$5,190	$6,150	$7,111	$8,071	$9,032	$9,992	$9,992	$9,992	$9,992	$9,992	$9,992	$9,992	$9,992	$9,992	$9,992	$9,992
Davis County Mosquito Abatement	$96,313	$54,223	$829	$1,420	$2,010	$2,601	$3,191	$3,782	$4,373	$4,963	$5,554	$6,145	$6,145	$6,145	$6,145	$6,145	$6,145	$6,145	$6,145	$6,145	$6,145	$6,145
Central Davis Sewer District	$171,922	$96,791	$1,480	$2,534	$3,588	$4,643	$5,697	$6,751	$7,805	$8,860	$9,914	$10,968	$10,968	$10,968	$10,968	$10,968	$10,968	$10,968	$10,968	$10,968	$10,968	$10,968
Benchland Water District	$337,544	$190,035	$2,905	$4,975	$7,045	$9,115	$11,185	$13,255	$15,325	$17,395	$19,465	$21,534	$21,534	$21,534	$21,534	$21,534	$21,534	$21,534	$21,534	$21,534	$21,534	$21,534
County Library	$338,444	$190,541	$2,913	$4,988	$7,064	$9,139	$11,215	$13,290	$15,366	$17,441	$19,516	$21,592	$21,592	$21,592	$21,592	$21,592	$21,592	$21,592	$21,592	$21,592	$21,592	$21,592
TOTAL	$11,656,518	$6,562,529	$100,330	$171,811	$243,291	$314,772	$386,253	$457,734	$529,215	$600,696	$672,177	$743,658	$743,658	$743,658	$743,658	$743,658	$743,658	$743,658	$743,658	$743,658	$743,658	$743,658
Incremental Revenues to Agency																						
Davis County	$4,641,605	$2,613,187	$39,951	$68,415	$96,878	$125,342	$153,805	$182,269	$210,733	$239,196	$267,660	$296,123	$296,123	$296,123	$296,123	$296,123	$296,123	$296,123	$296,123	$296,123	$296,123	$296,123
Davis School District	$15,909,572	$8,956,965	$136,936	$234,498	$332,060	$429,622	$527,184	$624,745	$722,307	$819,869	$917,431	$1,014,993	$1,014,993	$1,014,993	$1,014,993	$1,014,993	$1,014,993	$1,014,993	$1,014,993	$1,014,993	$1,014,993	$1,014,993
Farmington	$4,078,731	$2,296,294	$35,106	$60,118	$85,130	$110,142	$135,154	$160,166	$185,178	$210,190	$235,201	$260,213	$260,213	$260,213	$260,213	$260,213	$260,213	$260,213	$260,213	$260,213	$260,213	$260,213
Weber Basin Water Conservancy	$365,448	$205,744	$3,145	$5,386	$7,628	$9,869	$12,110	$14,351	$16,592	$18,833	$21,074	$23,315	$23,315	$23,315	$23,315	$23,315	$23,315	$23,315	$23,315	$23,315	$23,315	$23,315
Davis County Mosquito Abatement	$224,729	$126,521	$1,934	$3,312	$4,690	$6,069	$7,447	$8,825	$10,203	$11,581	$12,959	$14,337	$14,337	$14,337	$14,337	$14,337	$14,337	$14,337	$14,337	$14,337	$14,337	$14,337
Central Davis Sewer District	$401,152	$225,846	$3,453	$5,913	$8,373	$10,833	$13,293	$15,753	$18,213	$20,673	$23,133	$25,593	$25,593	$25,593	$25,593	$25,593	$25,593	$25,593	$25,593	$25,593	$25,593	$25,593
Benchland Water District	$787,603	$443,414	$6,779	$11,609	$16,439	$21,268	$26,098	$30,928	$35,758	$40,588	$45,417	$50,247	$50,247	$50,247	$50,247	$50,247	$50,247	$50,247	$50,247	$50,247	$50,247	$50,247
County Library	$789,703	$444,597	$6,797	$11,640	$16,482	$21,325	$26,168	$31,010	$35,853	$40,696	$45,538	$50,381	$50,381	$50,381	$50,381	$50,381	$50,381	$50,381	$50,381	$50,381	$50,381	$50,381
TOTAL	$27,198,542	$15,312,568	$234,102	$400,891	$567,680	$734,469	$901,258	$1,068,047	$1,234,836	$1,401,624	$1,568,413	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202

TOTAL	$27,198,542	$15,312,568	$234,102	$400,891	$567,680	$734,469	$901,258	$1,068,047	$1,234,836	$1,401,624	$1,568,413	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202
AGENCY BUDGET																						
Revenues	$27,198,542	$15,312,568	$234,102	$400,891	$567,680	$734,469	$901,258	$1,068,047	$1,234,836	$1,401,624	$1,568,413	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202	$1,735,202
Expenses:																						
Administrative*			5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Administrative	($1,359,927)	($765,628)	($11,705)	($20,045)	($28,384)	($36,723)	($45,063)	($53,402)	($61,742)	($70,081)	($78,421)	($86,760)	($86,760)	($86,760)	($86,760)	($86,760)	($86,760)	($86,760)	($86,760)	($86,760)	($86,760)	($86,760)
CRA Housing Requirement**			10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
CRA Housing Requirement	($2,719,854)	($1,531,257)	($23,410)	($40,089)	($56,768)	($73,447)	($90,126)	($106,805)	($123,484)	($140,162)	($156,841)	($173,520)	($173,520)	($173,520)	($173,520)	($173,520)	($173,520)	($173,520)	($173,520)	($173,520)	($173,520)	($173,520)
Remaining Increment for Projects	$25,838,615	$14,546,939	$222,397	$380,847	$539,296	$697,745	$856,195	$1,014,644	$1,173,094	$1,331,543	$1,489,993	$1,648,442	$1,648,442	$1,648,442	$1,648,442	$1,648,442	$1,648,442	$1,648,442	$1,648,442	$1,648,442	$1,648,442	$1,648,442

*3% to Agency and 2% to County
**10% of total increment per {17C-5-307}

CITY COUNCIL AGENDA

For Council Meeting:
November 13, 2018

PUBLIC HEARING: Schematic Subdivision Creekside Manor

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. See staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen, Community Development Director.

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

FARMINGTON CITY

HISTORIC BEGINNINGS • 1847

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: November 13, 2018

SUBJECT: **Schematic Subdivision Creekside Manor**

RECOMMENDATION

A. Hold a Public Hearing

B. Move that the City Council adopt the recommendation of the Planning Commission by approving the schematic plan for the Creekside Manor Subdivision, which includes, among other things, the conditions and findings unanimously recommended by the Commission as follows:

1. The applicant must obtain a waiver of the conservation land requirement from the City Council as per Section 11-13-065 of the Zoning Ordinance or obtain the number of TDRs necessary to implement the plan presented to the City [the plan shall also include a public trail adjacent to Farmington Creek running the entire northeast to southwest length of the subdivision].

2. The developer shall meet and satisfy the requirements of the City's DRC (Development Review Committee) including, but not limited to, that the applicant must determine if the "downstream storm drain has capacity to discharge un-detained"—if not, detention shall be required.

3. Parts of Lots 5 and 6 encroach into the FEMA flood plain; the applicant must obtain CLOMR (Conditional Letter of Map Revision) and then a LOMR (Letter of Map Revision) from FEMA before the City can issue any building permits regarding these lots.

4. The developer shall obtain a Flood Control Permit from the Davis County Public Works department.

5. Additional dedication of street right-of-way [on 500 South Street] is required pursuant to the City Master Transportation Plan.

Findings for Approval:

1. The Waiver [or TDR] is warranted because it will result in a very critical connection of the Farmington Creek Trail consistent with the City's Trails Master Plan. The trail is perhaps the City's most significant east/west trail. It crosses (or goes under) major infrastructure impediments such as SR 106, I-15 and the Legacy Parkway, and it links four north to south trails of regional significance including the Bonneville Shoreline trail, the Legacy Parkway Trail, the D&RGW Trail, and the future WDC trail, and at the same time the Farmington Creek Trail provides access to some of the most major destinations in the community, including, among others, National Forest Service lands, Farmington pond, Lagoon, Station Park, the City's Regional Park, the Davis County Fairgrounds, and the bird refuge. There really is no other trail quite like the Farmington Creek trail.

   Moreover, the waiver meets standards set forth for such, including but not limited to:

   a. The subdivision shall be located within a half mile of an existing public park located within the Farmington City limits. This distance shall be determined by the actual walking distance from the subdivision to the park. In the case the subdivision is less than 150 feet walking distance from the City regional park.

   b. A waiver shall not result in lots or building setbacks smaller than the minimum lot size.

   c. All subdivision standards regarding dead end street length, ingress and egress, and block dimensions shall be met.

   d. No waiver shall result in the creation of additional lots or a flag lot.

   e. With only 8 lots in the subdivision, the economies of scale do not exist to create 1.5 + acres of usable open as a private or a public use.

2. The schematic plan, and recommended motion for approval, is consistent with the City's General Plan, and the City Trails Master Plan (an element of the General Plan).

3. The DRC recommends approval of the application, including the trail which is strongly supported by the City's Parks and Rec and Public Works Departments.

4. A portion of the subdivision is located within the FEMA floodplain, and by law, the City must follow FEMA standards.

5. The development abuts Farmington Creek and as required by inter-local agreement, the City must require that the developer obtain a flood control permit. Furthermore, such permits increase safety and mitigate loss of property, especially during times of flooding, for the City's property owners and residents.

BACKGROUND

Jerry Preston is proposing to develop an eight lot subdivision located at approximately 950 West 500 South adjacent to Farmington Creek. The property is zoned AE, and the base lot size in this zone is one acre, or in this case the base scenario for this property configuration can provide for the development of only four lots. Chapter 12 of the Zoning Ordinance allows a"yield plan lot size" of ½ acre in the AE zone, which may allow the applicant to develop the eight lots proposed (and maybe more). However, in order to do such, the ordinance allows the three options:

Alternative Lot Size. As per section 11-10-040.B of the Zoning Ordinance the City Council may consider, at its discretion, an additional 4 lots via a transfer of development right (TDR).

Conservation Subdivision. Chapter 12 of the Zoning Ordinance enables the development of a conservation subdivision whereby the applicant must preserve at least 30% of the parcel's unconstrained property as conservation land. Regarding the subject property, the conservation land requirement may result in 1.5 + acres of open space, which may be an adequate size for a common area neighborhood park, or a public linear trail/park, or some other open space use.

Planned Unit Development (PUD). The applicant may also develop a subdivision in accordance with Chapter 27 of the Zoning Ordinance, where at the legislative discretion of the Council, the property owner(s) may develop up to eight lots or more.

Supplemental Information

1. Title 11, Section 11-12-065 – Waiver
2. Title 11, Section 11-28-249 – Transfer of Development Rights/Lots (TDR)
3. Title 12, Section 12-3-040 – Schematic Plan Submission Requirements.
4. Vicinity Map
5. Schematic Plan (2 pages)
6. Trails Master Plan

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

11-12-065: WAIVER:

A. Circumstances: Subject to the provisions set forth herein, any provision of this chapter may be waived by the city upon a vote of not less than four (4) members of the city council. Such waiver(s) shall be granted only in limited circumstances as deemed appropriate and necessary by the city council. No waiver shall be granted absent a finding of good cause based upon specific special circumstances attached to the property. No waiver should be granted that would be contrary to the public interest or contrary to the underlying intent of this chapter. Any waiver of the required minimum conservation land dedication shall require comparable compensation, off site improvements, amenities or other consideration of comparable size, quality and/or value.

B. Good Cause Standards: Good cause, as referenced herein, shall include, but not be limited to, the following standards:

1. The subdivision shall be located within a half mile of an existing public park located within the Farmington City limits. This distance shall be determined by the actual walking distance from the subdivision to the park.

2. In the event the park is located off site pursuant to subsection B1 of this section, or on site, a waiver shall not result in usable park space less than one acre in size.

3. A waiver shall not result in lots or building setbacks smaller than the minimum lot size.

4. All subdivision standards regarding dead end street length, ingress and egress, and block dimensions shall be met.

5. No waiver shall result in the creation of additional lots or a flag lot. (Ord. 2014-33, 10-7-2014)

11-28-240: TRANSFER OF DEVELOPMENT RIGHTS/LOTS (TDR):

A. Transfer Lots: Property proposed for conservation land and constrained and sensitive land, common area, or subdivisions using an alternative lot size, or as special exception because of blight, if located in a designated receiving zone, may be replaced by one, or more than one, "transfer lot". A transfer lot is a lot that could have been developed elsewhere in the City, but instead is platted in the place of proposed conservation land, common area, or subdivisions using an alternative lot size, or as a special exception because of blight, and where money paid to the owner of property located in a designated sending zone by a developer to transfer the lot, and increase the overall residential density of his project. Such lots shall be known and referred to as "transfer lots" and must be approved by the City in conjunction with subdivision or site plan approval. A transfer lot is not the result of a waiver set forth in this chapter.

B. Sole Discretion: The City has the sole authority to designate sending and receiving zones where such transfer lots are used and may do so by resolution.

C. Loss Of Associated Density Right: Any sending zone parcel, once a transfer lot density right is taken off the sending zone parcel, loses the associated density right unless a future City Council decision approves an up zoning to the sending zone parcel.

D. Minimum Transfer Lot Size And Dimensional Standards: The minimum acreage required for any transfer lot replacing conservation land, common area, or subdivisions using an alternative lot size, or as a special exception because of blight, shall be determined in accordance with the applicable and respective chapter and section set forth in this title, including, but not limited to, the development chart and dimensional standards provided in section 11-12-090 of this title, PUD standards in chapter 27 of this title, special exceptions standards in section 11-3-045 of this title, and/or lot and setback standards in sections 11-10-040 and 11-11-050 of this title.

E. Use Of Payments: Any cash payment which results from an agreement regarding a transfer lot or dwelling unit shall be set aside for the acquisition or improvement of open space and/or park land only, and not for any other use.

F. Proximity: The open space acquired involving a transfer lot shall be in proximity to the receiving area for said lot based on the service area or nature of the open space acquired. The service area, whether it is related to a regional facility, community parks, a neighborhood park, etc., shall be determined as set forth in the General Plan.

G. Move To Another Location: If open space realized in whole or in part by a transfer lot is moved to another location, transfer lot density rights must be recalculated based upon the characteristics of the new sending zone parcel and in consideration on what has already been transferred to the previous location.

H. Larger Subdivisions: For larger conservation subdivisions or PUDs greater than twenty (20) acres in size, ten percent (10%) of the land must remain as open space and cannot be used by transfer lots.

I. Blight: Transfer lots considered as a special exception may only occur because of blight, and the applicant must complete a blight study, as defined and consistent with State Code, and the City must establish a finding of blight for the receiving area in order to approve such transfer.

J. Agreement: A transfer lot must be approved by development agreement between the City and the respective owners, acceptable to and at the sole discretion of the City. The development agreement shall be recorded prior to or contemporaneous with the recording of the final plat which contains the transfer lot, and the agreement may include, but not be limited to, the following:

1. Anticipated value of the transfer lot to be paid from the receiving lot owner to the sending lot owner;

2. Method of payment for the transfer lot(s) value and when the payment is to be made;

3. Cost of improvements, including design costs, and the timing of construction;

4. Other costs, such as City fees and finance costs, and the timing of the paying thereof;

5. Land cost total to be paid to the owner and when this payment to the owner will be made; and

6. Developer profit percentage. (Ord. 2018-11, 3-6-2018)

12-3-040: SUBMISSION:

A. Requirements: The subdivider shall submit two (2) copies of the proposed schematic plan to the city planning department. The planning department will determine if the appropriate plan is submitted, if the application is complete and if all the fees have been paid. If all requirements are met, a letter of acknowledgment will be provided by the planning department, and the subdivider shall distribute plans, accompanied by the letter, for comment to all appropriate public and private entities.

B. Items Included: The proposed schematic plan shall include the following items: (Ord. 2006-28, 4-19-2006)

1. The proposed name of the subdivision.

2. A subdivision yield plan pursuant to title 11, chapter 12 of this code if a conservation subdivision or a planned unit development is proposed by the applicant.

3. A vicinity plan showing significant natural and manmade features on the site and within five hundred feet (500') of any portion of it; the property boundaries of the proposed subdivision; the names of adjacent property owners; topographic contours at no greater interval than five feet (5'); and north arrow.

4. A proposed lot and street layout.

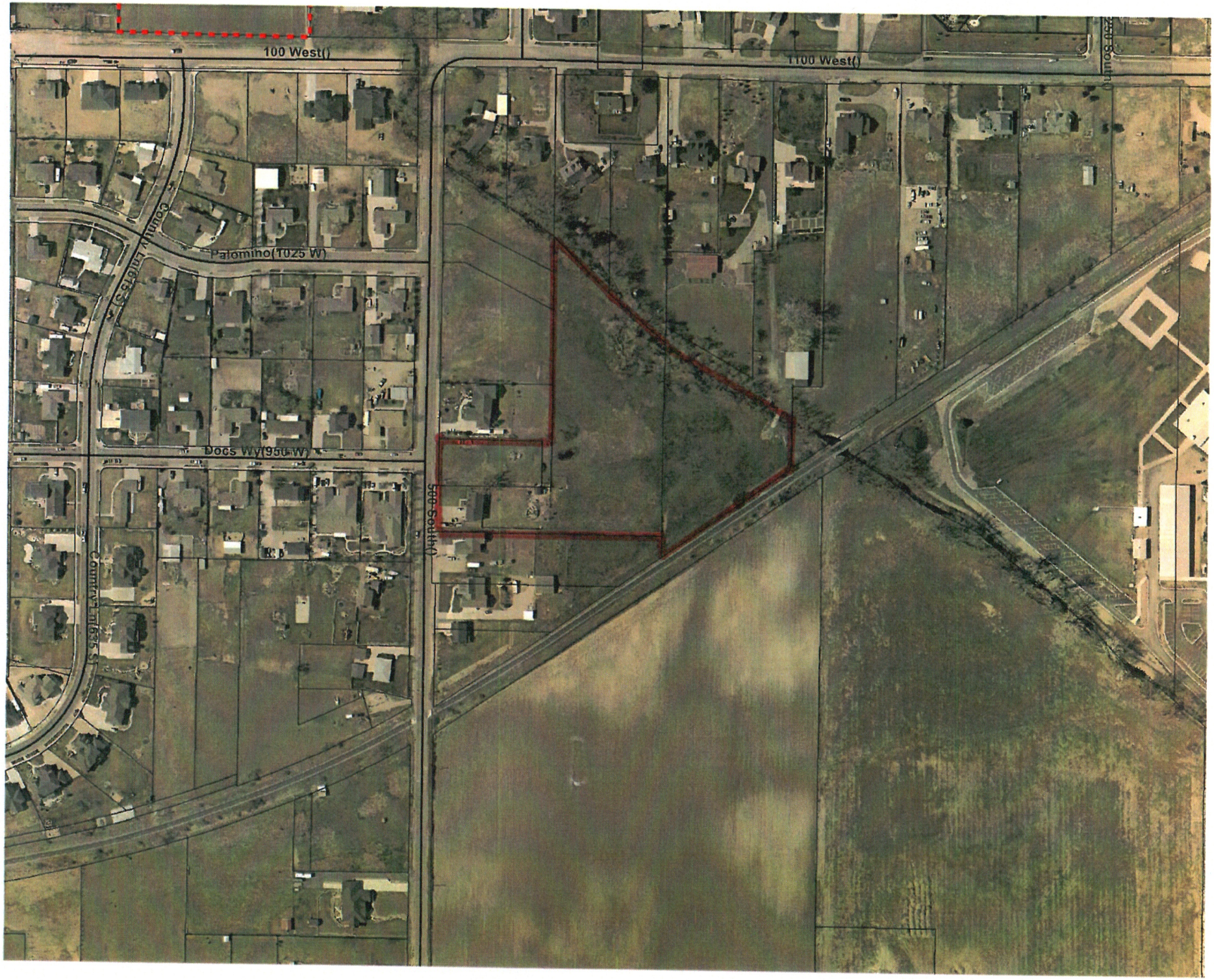
5. A description of the type of culinary and irrigation water system(s) proposed; also, documentation of water rights and secondary water shares.

6. A description of the size and location of sanitary sewer and stormwater drain lines and subsurface drainage.

7. A description of those portions of the property which are included in the most recent flood insurance rate maps prepared by FEMA.

8. The total acreage of the entire tract proposed for subdivision.

9. Proposed changes to existing zoning district boundaries or zoning classifications or conditional use permits, if any. (Ord. 2000-13, 4-19-2000)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HORIZONTAL GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
HORZ 1 inch = 40 ft.

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THE STANDARD IN ENGINEERING

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1485 W. Hill Field Rd., Ste. 204
Layton, UT 84041
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SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

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RICHFIELD
Phone: 435.896.2983

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MOYES PROPERTY

500 SOUTH 950 WEST
FARMINGTON CITY, UTAH

SCHEMATIC PLAN

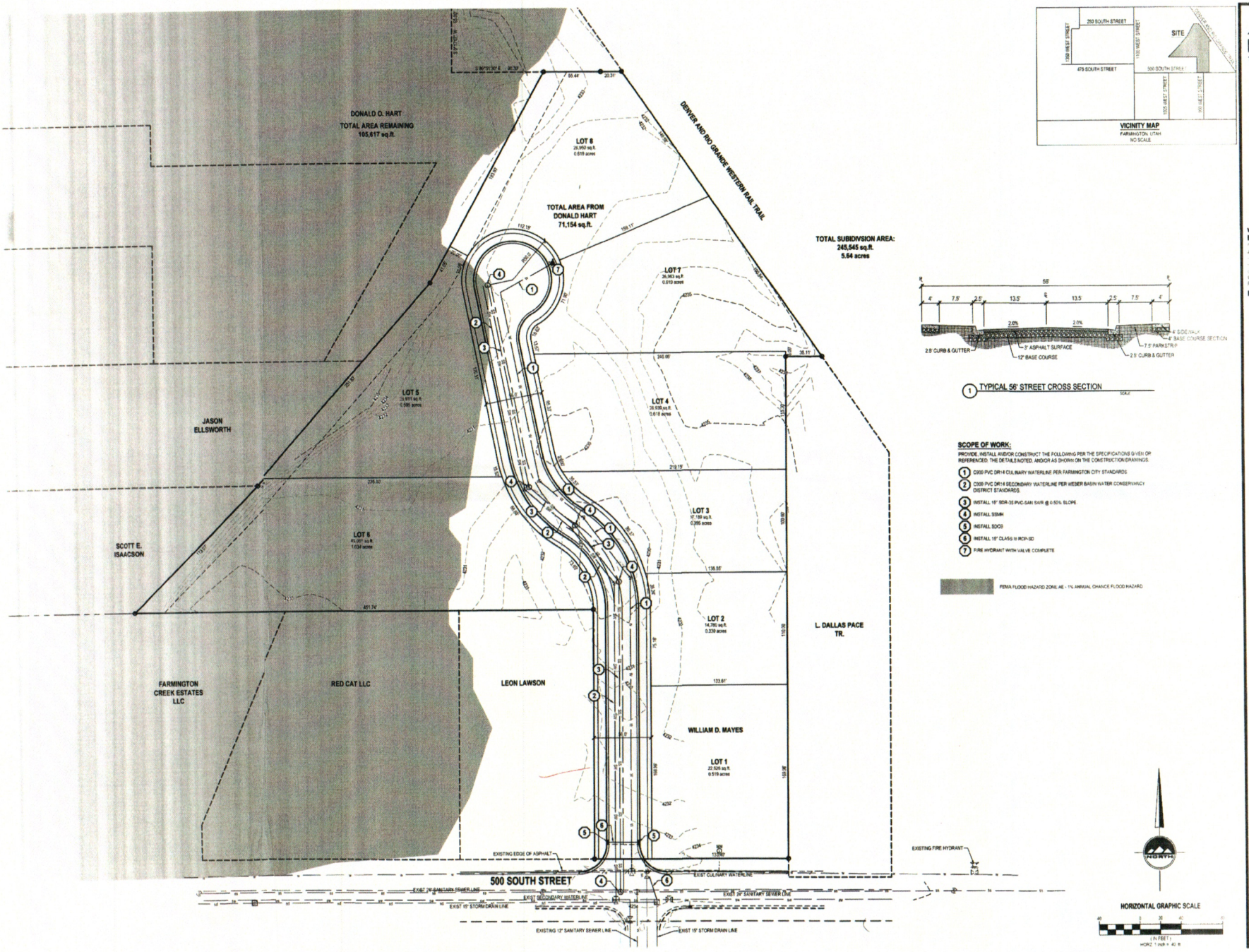
PROJECT NUMBER
8372

PRINT DATE
8/21/18

DRAWN BY
M.ELMER

CHECKED BY
C.PRESTON

PROJECT MANAGER
C.PRESTON



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FARMINGTON CITY, UTAH

SCHEMATIC PLAN

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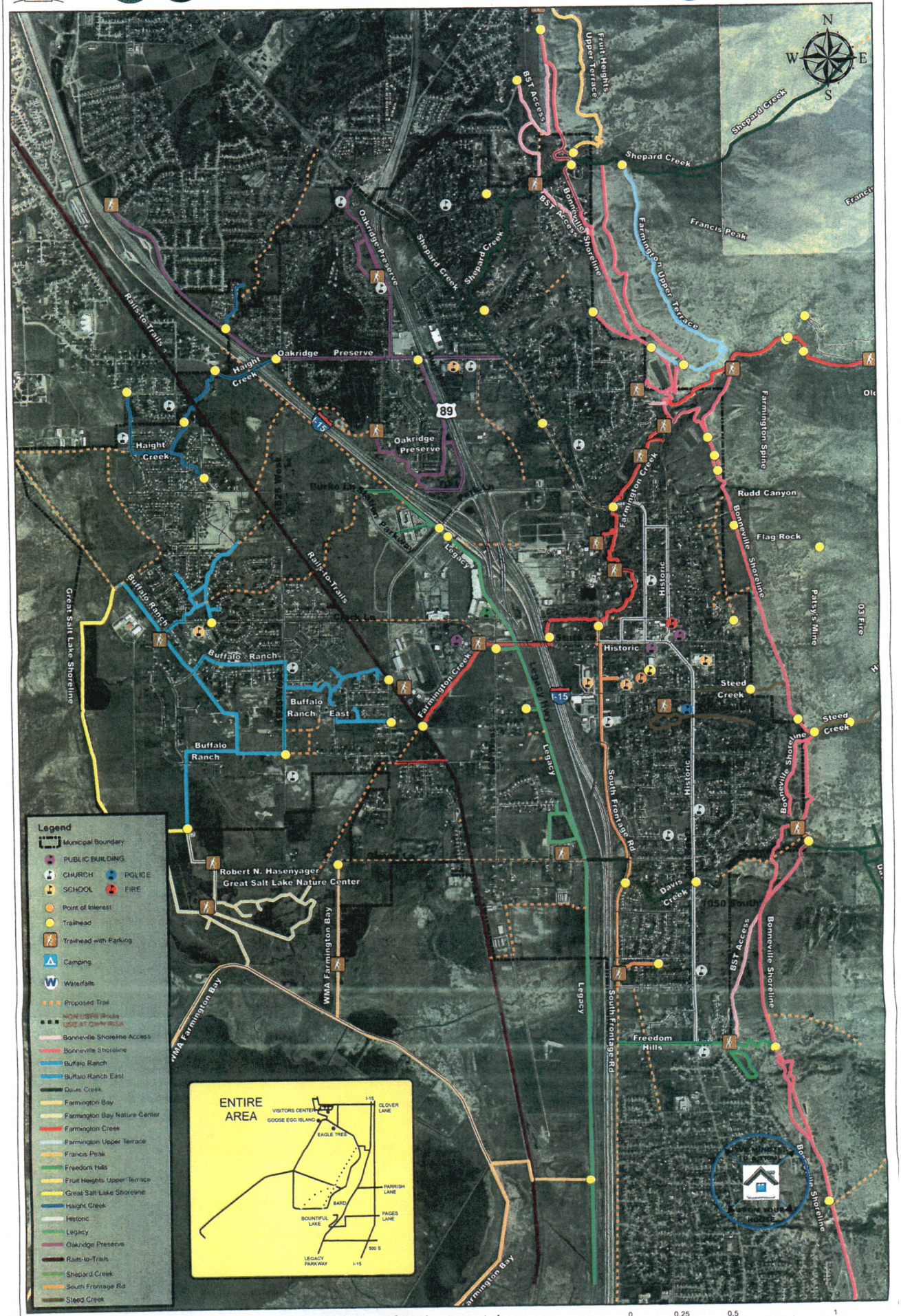
N.S./M.H.
PROJECT
C. PREST

1 OF 1

Farmington City Trails Master Plan



Date: 8/29/2013

www.farmington.utah.gov

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CITY COUNCIL AGENDA

For Council Meeting:
November 13, 2018

S U B J E C T: Ordinance Amending Provisions of the City Code relating to the Use of Public Rights of Way and Franchise Agreements (Title 9 Chapter 4)

ACTION TO BE CONSIDERED:

Motion to amend Title 9 Chapter 4 of the City Code relating to the use of public rights of way and franchise agreements.

GENERAL INFORMATION:

See enclosed staff report prepared by Keith Johnson, Assistant City Manager.

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

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

FARMINGTON
HISTORIC BEGINNINGS • 1847

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: November 6, 2018

Subject: **REPEAL CHAPTER 9-4 AND APPROVE CHAPTER 9-4a IN THE CITY ORDINANCES.**

RECOMMENDATIONS

Repeal Chapter 9-4 and approve the enclosed chapter 9-4a of the City Ordinance.

BACKGROUND

When Todd , the City attorney, was reviewing the franchise agreement with First Digital Telecom LLC, he discovered that there were many outdated information in chapter 9-4 dealing with telecommunications franchise agreements. He rewrote this chapter to have it be current with all the City and State codes.

Respectfully Submitted,

Keith Johnson,
Assistant City Manager

Review and Concur,

Dave Millheim,
City Manager

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF FARMINGTON CITY, UTAH AMENDING PROVISIONS OF THE CITY CODE RELATING TO THE USE OF PUBLIC RIGHTS OF WAY AND FRANCHISE AGREEMENTS

WHEREAS, the City Council has previously adopted regulations governing the use of public rights of way by franchisees of the City; and

WHEREAS, the City Council finds that it is in the public interest to update those provisions to be consistent with current state law;

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

Section 1: **Repeal.** Chapter 4 of Title 9 of the Farmington City Municipal Code is hereby repealed in its entirety.

Section 2: **Adoption and Codification.** Chapter 4a of Title 9 of the Farmington City Municipal Code, relating to the use of public rights of way by franchisees of the City, is hereby adopted and codified to read in its entirety as set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 3: **Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 4: **Effective Date.** The provisions of this Ordinance shall become effective immediately upon publication and/or posting of the Ordinance.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS ____ DAY OF _____, 2018.

FARMINGTON CITY

By:_____
Mayor H. James Talbot

ATTEST:

_____
Holly Gadd, City Recorder

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Leeman	_____	_____
Councilmember D. Anderson	_____	_____
Councilmember Ritz	_____	_____
Councilmember Wayment	_____	_____
Councilmember B. Anderson	_____	_____

Chapter 9-4a Franchise Right-of-Way.

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9-4a-010: DEFINITIONS:

For purposes of this Chapter the following terms, phrases, words, and their derivatives shall have the meanings set forth in this Section, unless the context clearly indicates that another meaning is intended. Words used in the present tense may include the future tense, words in the single number may include the plural number, words in the plural number may include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

"Application" means the process by which a provider submits a request and indicates a desire to be granted a Franchise to utilize the rights-of-way of all, or a part, of the City. An application includes all written documentation, verbal statements and representations, in whatever form or forum, made by a provider to the City concerning: the construction of a Utility System over, under, on or through the Rights-of-Way; the Utility Services proposed to be provided in the City by a Provider; and any other matter pertaining to a proposed System or Service.

"City" means Farmington City, Utah.

"Completion Date" means the date that a provider begins providing services to customers in the City.

"Construction Costs" means all costs of constructing a system, including make ready costs, other than engineering fees, attorneys or accountants fees, or other consulting fees.

"Control" or **"Controlling Interest"** means actual working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments or negative control, as the case may be, of the system or of a provider. A rebuttable presumption of the existence of control or a controlling interest shall arise from the beneficial ownership, directly or indirectly, by any person, or group of persons acting in concert, of more than twenty-five percent (25%) of any provider (which person or group of persons is hereinafter referred to as "Controlling Person"). "Control" or "Controlling Interest" as used herein may be held simultaneously by more than one (1) person or group of persons.

"FCC" means the Federal Communications Commission, or any successor thereto.

"Franchise" means the rights and obligation extended by the City to a provider to own, lease, construct, maintain, use or operate a system in the rights-of-way within the boundaries of the City. Any such authorization, in whatever form granted, shall not mean or include:

(a) any other permit or authorization required for the privilege of transacting and carrying on a

business within the City required by the ordinances and laws of the City;

(b) any other permit, agreement or authorization required in connection with operations on rights-of-way or public property including, without limitation, permits and agreements for placing devices on or in poles, conduits or other structures, whether owned by the City or a private entity, or for excavating or performing other work in or along the rights-of-way.

"Franchise Agreement" means a contract entered into in accordance with the provisions of this ordinance between the City and a Franchisee that sets forth, subject to this ordinance, the terms and conditions under which a Franchise will be exercised.

"Gross Revenue" includes all revenues of a provider that may be included as gross revenue within the meaning of Chapter 26, Title 11 Utah Code annotated, 1953, as amended.

"Infrastructure Provider" means a Person providing to another, for the purpose of providing Utility Services to customers, all or part of the necessary System which uses the Rights-Of-Way.

"Open Video Service" means any video programming services provided to any Person through the use of Rights-of-Way, by a Provider that is certified by the FCC to operate an Open Video System pursuant to sections 651, et seq., of the Telecommunications Act (to be codified at 47 U.S.C. Title VI, Part V), regardless of the System used.

"Open Video System" means the system of cables, wires, lines, towers, wave guides, optic fiber, microwave, laser beams, and any associated converters, equipment, or facilities designed and constructed for the purpose of producing, receiving, amplifying or distributing Open Video Services to or from subscribers or locations within the City.

"Operator" means any person who provides service over a Telecommunications System and directly or through one (1) or more persons owns a controlling interest in such system, or who otherwise controls or is responsible for the operation of such a system.

"Ordinance" means this Franchise for Right of Way Ordinance concerning the granting of franchises in and by the City for the construction, ownership, operation, use or maintenance of a Utility System.

"Person" includes any individual, corporation, partnership, association, joint stock company, trust, or any other legal entity, but not the City.

"Personal Wireless Services Facilities" has the same meaning as provided in Section 704 of the Act (47 U.S.C. 332(c)(7)(c)), which includes what is commonly known as cellular and PCS Services that do not install any system or portion of a system in the rights-of-way.

"Provider" means an Operator, Infrastructure Provider, Resaler, or System Lessee.

"PSC" means the Public Service Commission, or any successor hereto.

"Resaler" refers to any person that provides local exchange service over a system for which a separate charge is made, where that person does not own or lease the underlying system used for the transmission.

"Rights-of-Way" means the surface of and the space above and below any public street, sidewalk, alley, or other public way of any type whatsoever, now or hereafter existing as such within the City, but shall not include City electric utility easements and rights-of-way until a separate joint facilities (pole attachment) agreement is entered into by the City and provider. City and other Utility providers have or may have have easements and rights-of-way that may be prescriptive in nature. Nothing in this Ordinance or in any franchise agreement shall "surcharge the easement or right-of-way," or be implied to in any way grant or extend the permission or right to use an easement or right-of-way beyond those rights the City and other

Utility providers have acquired. Easements and rights-of-way may also be subject to third party, prior, or after-acquired interests and each franchise applicant and provider shall be responsible to examine each individual easement and right-of-way and the legal arrangement between the City or other Utility providers and adjacent property owners before using the easement or right-of-way. The City shall have no duty or obligation to defend any interest in any easement or right-of-way and Providers shall remain solely responsible to make any necessary legal arrangements required as a result of other persons claiming an interest in the City or other Utility providers easements or right-of-way.

"Signal" means any transmission or reception of electronic, electrical, light or laser or radio frequency energy or optical information in either analog or digital format.

"System Lessee" refers to any person that leases a system or a specific portion of a system to provide services.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing (e.g., data, video, and voice), without change in the form or content of the information sent and received.

"Telecommunications Service(s)" or **"Services"** means any telecommunications services provided by a provider within the City that the provider is authorized to provide under federal, state and local law, and any equipment and/or facilities required for and integrated with the services provided within the City, except that these terms do not include "cable service" as defined in the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 (47 U.S.C. § 521, et seq.), and the Telecommunications Act of 1996. Telecommunications System or Systems also includes an Open Video System.

"Utility" means any private company or association which provides a service and/or product for the convenience and/or necessity of the public for a fee. Utility shall include but not be limited to Telecommunications, Fiber and broadband internet and internet protocol television providers. A governmental entity is not a Utility for purposes of the Chapter.

"Utility System" or **"System"** means all conduits, pipes, manholes, poles, antennas, transceivers, amplifiers and all other electronic devices, equipment, Wire and appurtenances owned, leased, or used by a provider, located in the Rights-of-Way and utilized in the provision of services, including fully digital or analog, voice, data and video imaging and other enhanced Telecommunications Services. Telecommunications system or systems also includes an Open Video System.

"Wire" means fiber optic telecommunications cable, wire, coaxial cable, or other transmission medium that may be used in lieu thereof for similar purposes.

9-4a-020: DECLARATION OF FINDING AND INTENT:

A. Findings Regarding Rights-of-Way: The City Council of Farmington City, Utah, finds that the rights-of-way within Farmington City (hereinafter "City"):

1. are critical to the travel and transport of persons and property in the business and social life of the City;

2. are intended for public uses and must be managed and controlled consistent with that intent;

3. can be partially occupied by the facilities of utilities and other public service entities delivering utility and public services rendered for profit, to the enhancement of the health, welfare, and general economic well- being of the City and its citizens; and

4. are a unique and physically limited resource requiring proper management to maximize the efficiency and to minimize the costs to the taxpayers of the foregoing uses and to minimize the

inconvenience to and negative effects upon the public from such facilities' construction, placement, relocation, and maintenance in the rights-of-way.

B. Finding Regarding Compensation: The City finds that the City should receive fair and reasonable compensation for use of the rights-of-way.

C. Finding Regarding Local Concern: The City finds that while Utility Systems are in part an extension of interstate commerce, their operations also involve rights-of-way, municipal franchising, and vital business and community service, which are of local concern.

D. Finding Regarding Promotion of Utility Services: The City finds that it is in the best interests of its taxpayers and citizens to promote the rapid development of Utility Services, including those utilizing emerging technology, on a nondiscrimination basis, responsive to community and public interest, and to assure availability for municipal, educational and community services.

E. Findings Regarding Franchise Standards: The City finds that it is in the interests of the public to Franchise and to establish standards for franchising Providers in a manner that:

1. fairly and reasonably compensates the City on a competitively neutral and nondiscriminatory basis as provided herein;

2. encourages competition by establishing terms and conditions under which Providers may use the rights- of-way to serve the public;

3. fully protects the public interests and the City from any harm that may flow from such commercial use of rights-of-way;

4. protects the police powers and rights-of-way management authority of the City, in a manner consistent with federal and state law;

5. otherwise protects the public interests in the development and use of the City infrastructure;

6. protects the public's investment in improvements in the rights-of-way; and

7. ensures that no barriers to entry of Telecommunications Providers are created and that such franchising is accomplished in a manner that does not prohibit or have the effect of prohibiting Telecommunication Services, within the meaning of the Telecommunications Act of 1996 ("Act") [United States P.L. No. 104- 104].

F. Power to Manage Rights-of-Way: The City adopts this Franchise for Rights of Way Ordinance pursuant to its power to manage the rights-of-way, pursuant to common law, the Utah Constitution and statutory authority, and receive fair and reasonable, compensation for the use of rights-of-way by Providers as expressly set forth by Section 253 of the Act.

9-4a-030: SCOPE OF ORDINANCE:

This Ordinance shall provide the basic local scheme for providers of Utility services and systems that require the use of the rights-of-way, including providers of both the system and service, those providers of the system only, and those providers who do not build the system but who only provide services. This Ordinance shall apply to all future providers and to all providers in the City prior to the effective date of this Ordinance, whether operating with or without a Franchise as set forth herein.

9-4a-040: EXCLUDED ACTIVITY:

A. Provisions Applicable to Excluded Providers: Providers excused by other law that prohibits the City from requiring a Franchise shall not be required to obtain a Franchise, but all of the requirements

imposed by this Ordinance through the exercise of the City's police power and not preempted by other law shall be applicable.

B. Interconnection of Facilities owned by Single Business: The requirement of obtaining a telecommunications franchise shall not apply to a business that only desires to cross or use City rights-of-way to interconnect its own facilities, wholly located within City limits, if the City Manager finds:

1. that the business will use City rights-of-way only to interconnect its own facilities; and

2. the entity agrees to enter into a written license agreement with the City wherein the entity agrees to:

a. assume all costs (including City oversight and inspection costs) associated with construction and maintenance of the facilities, including all costs associated with the complete restoration of the City right-of-way after construction (or removal) of the facilities in the City right-of-way;

b. assume all liability arising from the construction, installation, maintenance, repair, use, operation, and/or removal of the facilities and indemnify, defend and hold City harmless from any such liability; and

c. pay a reasonable license fee for use of right-of-way based on comparable revenues received by the City from its franchisees.

C. Nothing herein shall give the entity the right to use City facilities or poles, the use of which shall be governed by the license agreement.

9-4a-050: FRANCHISE REQUIRED:

A. Nonexclusive Franchise: The City is empowered and authorized to issue nonexclusive Franchises governing the installation, construction, and maintenance of systems in the City's rights-of-way, in accordance with the provisions of this Ordinance. The Franchise is granted through a Franchise Agreement entered into between the City and Provider.

B. Every Provider Must Obtain a Franchise: Except to the extent preempted by federal or state law, as ultimately interpreted by a court of competent jurisdiction, including any appeals, every provider must obtain a Franchise prior to constructing a Utility System or providing Utility Services using the rights-of-way, and every Provider must obtain a Franchise before constructing an Open Video System or providing Open Video Services via an Open Video System. Any Open Video System or service shall be subject to the customer service and consumer protection provisions applicable to the Cable TV companies to the extent the City is not preempted or permitted as ultimately interpreted by a court of competent jurisdiction, including any appeals. The fact that particular Utility Systems may be used for multiple purposes does not obviate the need to obtain a Franchise for other purposes. By way of illustration and not limitation, a cable operator of a cable system must obtain a cable franchise, and, should it intend to provide Telecommunications Services over the same system, must also obtain a Telecommunications Franchise.

C. Nature of Grant: A franchise shall not convey title, equitable or legal, in the rights-of-way. A Franchise is only the right to occupy rights-of-way on a nonexclusive basis for the limited purposes and for the limited period stated in the Franchise; the right may not be subdivided, assigned, or subleased. A Franchise does not excuse a provider from obtaining appropriate access or pole attachment agreements before collocating its system on the property of others, including the City's property. This Section shall not be construed to prohibit a provider from leasing conduit to another provider, so long as the lessee has obtained a Franchise.

D. Current Providers: Except to the extent exempted by federal or state law, any Provider acting without

a franchise on the effective date of this Ordinance shall request issuance of a Franchise from the City within ninety (90) days of the effective date of this Ordinance. If such request is made, the Provider may continue providing service during the course of negotiations. If a timely request is not made, or if negotiations cease and a Franchise is not granted, the provider shall comply with the provisions of the City's excavation permit ordinance. If a provider has previously entered into a telecommunications franchise agreement with City the term of which has not expired, the provider may continue to operate under the existing franchise agreement until the term of the franchise agreement expires or may negotiate a new franchise agreement with City.

E. Nature of Franchise: The Franchise granted by the City under the provisions of this Ordinance shall be a nonexclusive Franchise providing the right and consent to install, repair, maintain, remove and replace its system on, over and under the rights-of-way in order to provide services.

F. Regulatory Approval Needed: Before offering or providing any services pursuant to the Franchise, a provider shall obtain any and all regulatory approvals, permits, authorizations or licenses for the offering or provision of such Services from the appropriate federal, state and local authorities, if required, and shall submit to the City upon the written request of the City evidence of all such approvals, permits, authorizations or licenses.

G. Term: No Franchise issued pursuant to this Ordinance shall have a term of less than five (5) years or greater than fifteen (15) years. Each franchise shall be granted in a nondiscriminatory manner.

9-4a-060: COMPENSATION AND OTHER PAYMENTS:

A. Compensation: As fair and reasonable compensation for any Franchise granted pursuant to this Ordinance, a provider shall have the following obligations:

1. Application Fee: In order to offset the cost to the City to review an application for a Franchise and in addition to all other fees, permits or charges, a provider shall pay to the City, at the time of application, a non-refundable application fee as shown on the Consolidated Fee Schedule adopted by the City Council.

2. Franchise Fees: The franchise fee, if any, shall be set forth in the Franchise Agreement. The obligation to pay a Franchise fee shall commence on the completion date. The Franchise fee is offset by any business license fee or business license tax enacted by the City.

3. Excavation Permits: The provider shall also pay fees required for an excavation permit as provided in the City's excavation permit ordinance.

B. Timing: Unless otherwise agreed to in the Franchise Agreement, all franchise fees shall be paid on a monthly basis within forty-five (45) days of the close of each calendar month.

C. Fee Statement and Certification: Unless a Franchise Agreement provides otherwise, each fee payment shall be accompanied by a statement showing the manner in which the fee was calculated and shall be certified as to its accuracy.

D. Future Costs: A provider shall pay to the City or to third parties, at the direction of the City, an amount equal to the reasonable costs and reasonable expenses that the City incurs for the services of third parties (including but not limited to attorneys and other consultants) in connection with any renewal or provider-initiated renegotiation, or amendment of this Ordinance or a franchise, provided, however, that the parties shall agree upon a reasonable financial cap at the outset of negotiations. In the event the parties are unable to agree, the parties may submit the issue to arbitration in accordance with the rules and procedures of the American Arbitration Association.

E. Taxes and Assessments: To the extent taxes or other assessments are imposed by taxing authorities, other than the City on the use of the City property as a result of a provider's use or

occupation of the rights-of-way, the provider shall be responsible for payment of its pro rata share of such taxes, payable annually unless otherwise required by the taxing authority. Such payments shall be in addition to any other fees payable pursuant to this Ordinance.

F. Interest on Late Payments: In the event that any payment is not actually received by the City on or before the applicable date fixed in the Franchise, interest thereon shall accrue from such date until received at the rate charged for delinquent state taxes.

G. No Accord and Satisfaction: No acceptance by the City of any fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of such fee payment be construed as a release of any claim the City may have for additional sums payable.

H. Not in Lieu of Other Taxes or Fees: The fee payment is not a payment in lieu of any tax, fee or other assessment except as specifically provided in this Ordinance, or as required by applicable law. By way of example, and not limitation, excavation permit fees and fees to obtain space on the City owned poles are not waived and remain applicable.

I. Continuing Obligation and Holdover: In the event a provider continues to operate all or any part of the system after the term of the franchise, such operator shall continue to comply with all applicable provisions of this Ordinance and the franchise, including, without limitation, all compensation and other payment provisions throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of the franchise, nor as a limitation on the remedies, if any, available to the City as a result of such continued operation after the term, including, but not limited to, damages and restitution.

J. Costs of Publication: A provider shall assume any publication costs associated with its franchise that may be required by law.

9-4a-070: FRANCHISE APPLICATIONS:

A. Franchise Application: To obtain a franchise to construct, own, maintain or provide services through any system within the City, to obtain a renewal of a franchise granted pursuant to this Chapter or to obtain the City approval of a transfer of a franchise, as provided in Subsection 9-4a-090.A granted pursuant to this Chapter, an Application must be filed with City on the form approved by the City Council. The application form may be changed by the City Manager so long as such changes request information that is consistent with this Chapter. Such Application form, as amended, is incorporated by reference.

B. Application Criteria: In making a determination as to an application filed pursuant to this Chapter, the City may, but shall not be limited to, request the following from the provider:

1. A copy of the order from the PSC granting a Certificate of Convenience and Necessity.

2. Certification of the provider's financial ability to compensate the City for provider's intrusion, maintenance and use of the rights-of-way during the franchise term proposed by the provider;

3. Provider's agreement to comply with the requirements of Section 9-4a-080 of this Chapter.

4. Prior to using any City electrical utility right-of-way and/or making any attachments to poles, the willingness to enter into a joint facilities use agreement (pole attachment agreement) with the City. Any costs associated with any work to be done by the Power and Public Works Department to provide space on City owned poles shall be borne by the provider.

C. Franchise Determination: The City, in its discretion, shall determine the award of any franchise on the basis of these and other considerations relevant to the use of the rights-of-way, without competitive bidding.

9-4a-080: CONSTRUCTION AND TECHNICAL REQUIREMENTS:

A. General Requirement: No provider shall receive a franchise unless it agrees to comply with each of the terms set forth in this Section governing construction and technical requirements for its system, in addition to any other reasonable requirements or procedures specified by the City or the franchise, including requirements regarding locating and sharing in the cost of locating portions of the system with other systems or with City utilities. A provider shall obtain an excavation permit, pursuant to the excavation ordinance, before commencing any work in the rights-of-way.

B. Quality: All work involved in the construction, maintenance, repair, upgrade and removal of the system shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. If, at any time, it is determined by the FCC or any other agency granted authority by state or federal law or the FCC to make such determination, that any part of the system, including, without limitation, any means used to distribute signals over or within the system, is harmful to the public health, safety or welfare, or quality of service or reliability, then a provider shall, at its own cost and expense, promptly correct all such conditions.

C. Licenses and Permits: A provider shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses or other forms of approval or authorization necessary to construct, maintain, upgrade or repair the system, including but not limited to any necessary approvals from persons and/or the City to use private property, easements, poles and conduits. A provider shall obtain any required permit, license, approval or authorization, including but not limited to excavation permits, pole attachment agreements, etc., prior to the commencement of the activity for which the permit, license, approval or authorization is required.

D. Relocation of the System:

1. New Grades or Lines: If the grades or lines of any rights-of-way are changed at any time in a manner affecting the system, then a provider shall comply with the requirements of the excavation ordinance.

2. The City Authority to Move System in Case of an Emergency: The City may, at any time, in case of fire, disaster or other emergency, as determined by the City in its reasonable discretion, cut or move any parts of the system and appurtenances on, over or under the rights-of-way of the City, in which event the City shall not be liable therefor to a provider. The City shall notify a provider in writing prior to, if practicable, but in any event as soon as possible and in no case later than the next business day following any action taken under this Section. Notice shall be given as provided in Section 9-4a-130.D.

3. A Provider Required to Temporarily Move System for Third Party: A provider shall, upon prior reasonable written notice by the City or any person holding a permit to move any structure, and within the time that is reasonable under the circumstances, temporarily move any part of its system to permit the moving of said structure. A provider may impose a reasonable charge on any person other than the City for any such movement of its systems.

4. Rights-of-Way Change - Obligation to Move System: When the City is changing a rights-of-way and makes a written request, a provider is required to move or remove its system from the rights-of-way, without cost to the City, to the extent provided in the excavation ordinance. This obligation does not apply to systems originally located on private property pursuant to a private easement, which property was later incorporated into the rights-of-way, if that private easement grants a superior vested right. This obligation exists whether or not the provider has obtained an excavation permit.

E. Protect Structures: In connection with the construction, maintenance, repair, upgrade or removal of the system, a provider shall, at its own cost and expense, protect any and all existing structures

belonging to the City and all designated landmarks, as well as all other structures within any designated landmark district. A provider shall obtain the prior written consent of the City to alter any water main, power facility, sewerage or drainage system, or any other municipal structure on, over or under the rights-of-way of the City required because of the presence of the system. Any such alteration shall be made by the City or its designee on a reimbursable basis. A provider agrees that it shall be liable for the costs incurred by the City to replace or repair and restore to its prior condition in a manner as may be reasonably specified by the City, any municipal structure or any other rights-of-way of the City involved in the construction, maintenance, repair, upgrade or removal of the system that may become disturbed or damaged as a result of any work thereon by or on behalf of a provider pursuant to the franchise.

F. No Obstruction: In connection with the construction, maintenance, upgrade, repair or removal of the system, a provider shall not unreasonably obstruct the rights-of-way of fixed guide way systems, railways, passenger travel, or other traffic to, from or within the City without the prior consent of the appropriate authorities.

G. Safety Precautions: A provider shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, security personnel and suitable and sufficient lighting, and such other requirements prescribed by OSHA and Utah OSHA. A provider shall comply with all applicable federal, state and local requirements including but not limited to the National Electric Safety Code.

H. Repair by City: After written reasonable notice to the provider, unless, in the sole determination of the City, an imminent danger exists, any rights-of-way within the City which are disturbed or damaged during the construction, maintenance or reconstruction by a provider of its system may be repaired by the City at the provider's expense, to a condition as good as that prevailing before such work was commenced. Upon doing so, the City shall submit to such a provider an itemized statement of the cost for repairing and restoring the rights-of-ways intruded upon. The Provider shall, within thirty (30) days after receipt of the statement, pay to the City the entire amount thereof.

I. System Maintenance: A provider shall:

1. Install and maintain all parts of its system in a non-dangerous condition throughout the entire period of its franchise.

2. Install and maintain its system in accordance with standard prudent engineering practices and shall conform, when applicable, with the National Electrical Safety Code and all applicable other federal, state and local laws or regulations.

3. At all reasonable times, permit examination by any duly authorized representative of the City of the system and its effect on the rights-of-way.

J. Trimming of Trees: A provider shall have the authority to trim trees, in accordance with all applicable utility restrictions, ordinance and easement restrictions, upon and hanging over rights-of-way so as to prevent the branches of such trees from coming in contact with its system.

K. Location to Minimize Interference: All lines, poles, towers, pipes, conduits, equipment, property, structures, and assets of the Provider shall be located so as to cause minimum interference with the use of streets, alleys, rights-of-way, and public property by others and shall cause minimum interference with the rights of owners of property that abuts any of said streets, alleys, rights-of-way, or public property.

L. Repair of Damage by Provider: If during the course of work on its facilities, the provider causes damage to or alters any street, alley, right-of-way, sidewalk, utility, public improvement, or other public or private property, the provider (at its own cost and expense and in a manner approved by the City) shall promptly and completely replace and restore such street, alley, right-of-way, sidewalk,

utility, public improvement or other public or private property in accordance with applicable City ordinances, policies, and regulations relating to repair work of similar character to the reasonable satisfaction of the City. Except in case of emergency, the provider, prior to commencing work in the public way, street, or public property, shall make application for a permit to perform such work from the City Engineer or other department or division designated by the City. Such permit shall not be unreasonably withheld. The provider shall abide by all reasonable regulations and requirements of the City for such work.

M. Restoring Landscaping: In constructing and installing its system, the provider shall restore landscaping and the general appearance of any property located within the City in a manner consistent with the surrounding properties. Such obligation to repair and restore the appearance of property shall include, but not be limited to, the landscaping of front yards and parkways in residential zones; the reinstallation of curb, gutter, sidewalk, and parkway landscaping in those areas where similar improvements have been or are being installed on contiguous properties; and the screening of provider's facilities directly abutting a public street or abutting residential property with appropriate landscaping or screening material as required by the City's Planning Commission.

N. Guarantee of Repairs: For a period of one (1) year following the completion of the repair work performed pursuant to Section 9-4a-080.L, the company shall maintain, repair, and keep in good condition those portions of said streets, alleys, rights-of-way, or public property restored, repaired, or replaced to the satisfaction of the City.

9-4a-090: FRANCHISE, LICENSE, TRANSFER OR SALE:

A. Notification of Sale:

1. Notification and Election: When a provider is the subject of a sale, transfer, lease, assignment, sublease or disposed of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, such that it or its successor entity is obligated to inform or seek the approval of the PSC, the provider or its successor entity shall promptly notify the City of the nature of the transaction. The notification shall include either:

   a. the successor entity's certification that the successor entity unequivocally agrees to all of the terms of the original provider's franchise agreement, or

   b. the successor entity's application in compliance with Section 9-4a-070 of this Chapter.

2. Transfer of Franchise: Upon receipt of a notification and certification in accordance with Subsection 9-4a-090.A.1.a, the City designee, as provided in Subsection 9-4a-110.A.1, shall send notice affirming the transfer of the franchise to the successor entity. If the City has good cause to believe that the successor entity may not comply with this Chapter or the franchise agreement, it may require an application for the transfer. The application shall comply with Section 9-4a-070.

3. If PSC Approval No Longer Required: If the PSC no longer exists, or if its regulations or state law no longer require approval of transactions described in Section 9.4a.070 and the City has good cause to believe that the successor entity may not comply with this Chapter or the franchise agreement, it may require an application. The application shall comply with Section 9-4a-070.

B. Events of Sale: The following events shall be deemed to be a sale, assignment or other transfer of the franchise requiring compliance with this Section:

1. the sale, assignment or other transfer of all or a majority of a provider's assets to another person;

2. the sale, assignment or other transfer of capital stock or partnership, membership or other equity

interests in a provider by one (1) or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in a provider;

3. the issuance of additional capital stock or partnership, membership or other equity interest by a provider so as to create a new controlling interest in such a provider; or

4. the entry by a provider into an agreement with respect to the management or operation of such provider or its system.

9-4a-100: OVERSIGHT AND REGULATION:

A. Insurance, Indemnity, and Security: Prior to the execution of a franchise, a provider will deposit with the City an irrevocable, unconditional letter of credit or surety bond as required by the terms of the Franchise, and shall obtain and provide proof of the insurance coverage required by the franchise. A provider shall also indemnify the City as set forth in the franchise.

B. Oversight: The City shall have the right to oversee, regulate and inspect periodically the construction, maintenance, and upgrade of the system, and any part thereof, in accordance with the provisions of the franchise and applicable law. A provider shall establish and maintain managerial and operational records, standards, procedures and controls to enable a provider to prove, in reasonable detail, to the satisfaction of the City at all times throughout the term, that a provider is in compliance with the franchise. A provider shall retain such records for not less than the applicable statute of limitations.

C. Maintain Records: A provider shall at all times maintain:

1. On file with the City, a full and complete set of plans, records and "as-built" hard copy maps and, to the extent the maps are placed in an electronic format, they shall be made in electronic format compatible with the City's existing GIS system, of all existing and proposed installations and the types of equipment and Systems installed or constructed in the rights-of-way, properly identified and described as to the types of equipment and facility by appropriate symbols and marks which shall include annotations of all rights-of-ways where work will be undertaken. As used herein, "as-built" maps includes "file construction prints." Maps shall be drawn to scale. "As-built" maps, including the compatible electronic format, as provided above, shall be submitted within thirty (30) days of completion of work or within thirty (30) days after completion of modification and repairs. "As-built" maps are not required of the provider who is the incumbent local exchange carrier for the existing system to the extent they do not exist.

2. Throughout the term of the franchise, a provider shall maintain complete and accurate books of account and records of the business, ownership, and operations of a provider with respect to the system in a manner that allows the City at all times to determine whether a provider is in compliance with the franchise. Should the City reasonably determine that the records are not being maintained in such a manner, a provider shall alter the manner in which the books and/or records are maintained so that a provider comes into compliance with this Section. All financial books and records which are maintained in accordance with the regulations of the FCC and any governmental entity that regulates utilities in the State of Utah, and generally accepted accounting principles shall be deemed to be acceptable under this Section.

D. Confidentiality: If the information required to be submitted is proprietary in nature or must be kept confidential by federal, state or local law, upon proper request by a provider, such information shall be classified as a protected record within the meaning of the Utah Government Records Access and Management Act ("GRAMA"), making it available only to those who must have access to perform their duties on behalf of the City, provided that a provider notifies the City of, and clearly labels the information which a provider deems to be confidential, proprietary information. Such notification and labeling shall be the sole responsibility of the provider.

E. Provider's Expense: All reports and records required under this Chapter shall be furnished at the sole

expense of a provider, except as otherwise provided in this Chapter or a franchise.

F. Right of Inspection: For the purpose of verifying the correct amount of the franchise fee, the books and records of the provider pertaining thereto shall be open to inspection or audit by duly authorized representatives of the City at all reasonable times, upon giving reasonable notice of the intention to inspect or audit the books and records, provided that the City shall not audit the books and records of the provider more often than annually. The provider agrees to reimburse the City the reasonable costs of an audit if the audit discloses that the provider has paid ninety-five percent (95%) or less of the compensation due the City for the period of such audit. In the event the accounting rendered to the City by the provider herein is found to be incorrect, then payment shall be made on the corrected amount within thirty (30) calendar days of written notice, it being agreed that the City may accept any amount offered by the provider, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in dispute or is later found to be incorrect.

9-4a-110: RIGHTS OF CITY:

A. Enforcement and Remedies:

1. Enforcement - City Designee: The City is responsible for enforcing and administering this Chapter, and the City or its designee, as appointed by the City Manager, is authorized to give any notice required by law or under any franchise agreement.

2. Enforcement Provision: Any franchise granted pursuant to this Chapter shall contain appropriate provisions for enforcement, compensation, and protection of the public, consistent with the other provisions of this Chapter including, but not limited to, defining events of default, procedures for accessing the Bond/Security Fund, and rights of termination or revocation.

B. Force Majeure: In the event a Provider's performance of any of the terms, conditions or obligations required by this Chapter or a Franchise is prevented by a cause or event not within a Provider's control, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this Section, causes or events not within the control of a provider shall include, without limitation, acts of God, strikes, sabotage, riots or civil disturbances, failure or loss of utilities, explosions, acts of public enemies, and natural disasters such as floods, earthquakes, landslides, and fires.

C. Extended Operation and Continuity of Services:

1. Continuation After Expiration: Upon either expiration or revocation of a franchise granted pursuant to this Chapter, the City shall have discretion to permit a provider to continue to operate its system or provide services for an extended period of time not to exceed six (6) months from the date of such expiration or revocation. A provider shall continue to operate its system under the terms and conditions of this Chapter and the franchise granted pursuant to this Chapter.

2. Continuation by Incumbent Local Exchange Carrier: If for a Telecommunications system, the provider is the incumbent local exchange carrier, it shall be permitted to continue to operate its system and provide services without regard to revocation or expiration, but shall be obligated to negotiate a renewal in good faith.

3. Removal or Abandonment of Franchise Property:

4. Abandoned System: In the event that:

a. the use of any portion of the System is discontinued for a continuous period of twelve (12) months, and thirty (30) days after no response to written notice from the City to the last known address of provider;

b. any system has been installed in the rights-of-way without complying with the requirements of this Chapter or franchise; or

c. the provisions of Section 9-4a-050.B are applicable and no Franchise is granted, a provider, except the provider who is an incumbent local exchange carrier, shall be deemed to have abandoned such system.

5. Removal of Abandoned System: The City, upon such terms as it may impose, may give a provider written permission to abandon, without removing, any system, or portion thereof, directly constructed, operated or maintained under a franchise. Unless such permission is granted or unless otherwise provided in this Chapter, a provider shall remove within a reasonable time the abandoned system and shall restore, using prudent construction standards, any affected rights-of-way to their former state at the time such system was installed, so as not to impair their usefulness. In removing its plant, structures and equipment, a provider shall refill, at its own expense, any excavation necessarily made by it and shall leave all rights-of- way in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. The City shall have the right to inspect and approve the condition of the rights-of-way cables, wires, attachments and poles prior to and after removal. The liability, indemnity and insurance provisions of this Chapter and any security fund provided in a franchise shall continue in full force and effect during the period of removal and until full compliance by a provider with the terms and conditions of this Section.

6. Transfer of Abandoned System to City: Upon abandonment of any system in place, a provider, if required by the City, shall submit to the City a written instrument, satisfactory in form to the City, transferring to the City the ownership of the abandoned system.

7. Removal of Above-Ground System: At the expiration of the term for which a franchise is granted, or upon its revocation or earlier expiration, as provided for by this Chapter, in any such case without renewal, extension or transfer, the City shall have the right to require a provider to remove, at its expense, all above ground portions of a system from the rights-of-way within a reasonable period of time, which shall not be less than one hundred eighty (180) days. If for a Telecommunications system, the provider is the incumbent local exchange carrier, it shall not be required to remove its system, but shall negotiate a renewal in good faith.

8. Leaving Underground System: Notwithstanding anything to the contrary set forth in this Chapter, a provider may abandon any underground system in place so long as it does not materially interfere with the use of the rights-of-way or with the use thereof by any public utility, cable operator or other person.

9-4a-120: OBLIGATION TO NOTIFY:

Publicizing Work: Before entering onto any private property, a provider shall make a good faith attempt to contact the property owners in advance, and describe the work to be performed.

9-4a-130: GENERAL PROVISIONS:

A. Conflicts: In the event of a conflict between any provision of this Chapter and a franchise entered pursuant to it, the provisions of this Chapter in effect at the time the franchise is entered into shall control. For agreements entered prior to the adoption of this Chapter, the agreement shall be controlling.

B. Severability: If any provision of this Chapter is held by any federal, state or local court of competent jurisdiction, to be invalid as conflicting with any federal or state statute, or is ordered by a court to be modified in any way in order to conform to the requirements of any such law and all appellate remedies with regard to the validity of the Chapter provisions in question are exhausted, such provision shall be considered a separate, distinct, and independent part of this Chapter, and such

holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such law is subsequently repealed, rescinded, amended or otherwise changed, so that the provision which had been held invalid or modified is no longer in conflict with such law the provision in question shall return to full force and effect and shall again be binding on the City and the provider, provided that the City shall give the provider thirty (30) days, or a longer period of time as may be reasonably required for a provider to comply with such a rejuvenated provision, written notice of the change before requiring compliance with such provision.

C. New Developments: It shall be the policy of the City to liberally amend this Chapter, upon application of a provider, when necessary to enable the provider to take advantage of any developments in the relevant filed of utility service and technology which will afford the provider an opportunity to more effectively, efficiently, or economically serve itself or the public.

D. Notices: All notices from a provider to the City required under this Chapter or pursuant to a franchise granted pursuant to this Chapter shall be directed to the officer as designated by the Mayor. A provider shall provide in any application for a franchise the identity, address and phone number to receive notices from the City. A provider shall immediately notify the City of any change in its name, address, or telephone number.

E. Exercise of Police Power: To the full extent permitted by applicable law either now or in the future, the City reserves the right to adopt or issue such rules, regulations, orders, or other directives that it finds necessary or appropriate in the lawful exercise of its police powers.

9-4a-140: FEDERAL, STATE AND CITY JURISDICTION:

A. Construction: This Chapter shall be construed in a manner consistent with all applicable federal and state statutes.

B. Chapter Applicability: This Chapter shall apply to all franchises granted or renewed after the effective date of this Chapter. This Chapter shall further apply, to the extent permitted by applicable federal or state law to all existing franchises granted prior to the effective date of this Chapter and to a provider providing services, without a franchise, prior to the effective date of this Chapter.

C. Other Applicable Chapters: A provider's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety and welfare of the public. A provider shall comply with all applicable general laws and ordinances enacted by the City pursuant to its police powers. In particular, all providers shall comply with the City zoning and other land use requirements.

D. City Failure to Enforce: A provider shall not be relieved of its obligation to comply with any of the provisions of this Chapter or any Franchise granted pursuant to this Chapter by reason of any failure of the City to enforce prompt compliance.

E. Construed According to Utah Law: This Chapter and any franchise granted pursuant to this Chapter shall be construed and enforced in accordance with the substantive laws of the State of Utah.

CITY COUNCIL AGENDA

For Council Meeting:
November 13, 2018

SUBJECT: Minute Motion Approving Summary Action List

1. Franchise Agreement with First Digital Telecom
2. Approval of Minutes from November 13, 2018
3. UTA Shuttle Service Agreement
4. Park Lane Commons Parcel B Plat Amendment
5. Resolution Amending the Consolidated Fee Schedule related to Pool Rentals
6. Surplus Property - Trailer

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

FARMINGTON CITY

H. James Talbot
MAYOR

Brett Anderson
Doug Anderson
Alex Leeman
Cory Ritz
Rebecca Wayment
CITY COUNCIL

Dave Millheim
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: October 23, 2018

Subject: **FRANCHISE AGREEMENT WITH FIRST DIGITAL TELECOM.**

RECOMMENDATIONS

Approve the enclosed franchise agreement with First Digital Telecom LLC.

BACKGROUND

The previous franchise agreement with First Digital Telecom LLC had expired and they wanted to renew it with the City. Todd, the City attorney, wrote this new agreement and it is good for 5 years with a renewal of 5 more years. Everything else is in accordance with all other franchise agreements.

Respectfully Submitted,

Keith Johnson,
Assistant City Manager

Review and Concur,

Dave Millheim,
City Manager

160 S Main • P.O. Box 160 • Farmington, UT 84025
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FARMINGTON CITY AND FIRST DIGITAL TELECOM, LLC, FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT is made and entered into on _____, 2018 by and between Farmington City, Utah, (hereinafter "City") and First Digital Telecom, a Utah limited liability company, (hereinafter "Company").

WITNESSETH:

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

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

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

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

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

ARTICLE I

FRANCHISE AGREEMENT AND ORDINANCE

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

1.2 Ordinance. The City has adopted Chapter 9-4 "Franchise Rights-of-Way" (the "Ordinance"), and such Ordinance is incorporated herein by reference and made an integral part hereof.

1.3 **Grant of Franchise.** The City hereby grants to Company and its successors and assigns the non-exclusive right, privilege, and franchise (the "Franchise") to construct, maintain, and operate a Telecommunications System (hereinafter "Network"), in, under, along, over, and across the present and future streets, alleys, easements and Rights-of-Way of the City. The Franchise does not grant to the Company the right, privilege or authority to engage in the community antenna (or cable) television business although nothing contained herein shall preclude the Company from (1) permitting those lawfully engaged in such business to utilize Company's facilities within the City for such purposes, or (2) from providing such service if an appropriate Franchise is obtained and all other legal requirements have been satisfied.

1.4 **Financial Capability.** Company warrants that it has the financial capability to construct, maintain, and operate a telecommunications network and to otherwise comply with the provisions of this Agreement.

1.5 **Relationship; Joint Facilities Agreement.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with the other. The Franchise does not grant Company the right to use City poles, conduit, or other facilities. The use of such facilities shall be governed by a separate Pole Attachment and Conduit Occupancy Agreement.

1.6 **Records Inspection.** The records of the Company pertaining to the reports, plans, designs, and payments required by this Franchise, including, but not limited to, any records deemed necessary or useful by the City to calculate or confirm Gross Revenues, as defined herein, shall be open for inspection by the City and its duly authorized representatives at all reasonable business hours of the Company, provided Company is given reasonable notice. Such records may be copied by the City and the copies may be removed from the premises, provided that reasonable arrangements are made to protect the confidentiality of such records.

1.7 **Definitions.** The words, terms, and phrases which are used herein and in the Ordinance shall have their ordinary plain meaning unless the word, term, or phrase is expressly defined herein. Words, terms, and phrases which are not specifically defined herein, but are defined in 47 U.S.C. Section 153, or its successor, shall have the technical meaning provided by that section as of the date of this agreement. The following words, terms, and phrases when used herein shall have the following meanings:

"City Council" means the City Council of Farmington City.

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

The term "Facilities" or "facilities" when used in this Agreement means all or a portions of Company's Telecommunications System.

"Gross Revenues" means any and all revenues of the Company derived from the sale of telecommunications services to its Customers within the City, without regard to the billing address of the Customer; and to the extent such services utilize the herein-referenced fiber-optic, copper, or other cable; except that the term "Gross Revenue" shall not include revenue from sources excluded by law, or revenue derived by the Company from services provided to its parent, subsidiaries of its parent, or affiliated companies of the Company.

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

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

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

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

ARTICLE II

TERM AND RENEWAL

2.1 **Term and Renewal.** The Franchise granted to Company shall be for a period of five (5) years commencing on the date this Agreement is executed, unless this Franchise be sooner terminated as herein provided. At the end of the initial five (5) year term the Franchise may be renewed by Company upon the same terms and conditions as contained in this Agreement, so long as Company is in compliance with the provisions of this Agreement, for an additional five (5) year term, by providing to the City's representative, not less than ninety (90) calendar days before the expiration of the initial franchise term, written notice of Company's intent to renew. If the statutory limit imposed on the Franchise Fee by *Utah Code Ann.* § 11-26-1 et seq., or any successor provision, including

Utah Code Ann. § 10-1-403, is changed, the parties shall amend, upon its renewal, this Agreement to conform to the new statutory limit.

2.2 **Rights of Company Upon Expiration or Revocation.** Upon expiration of the Franchise, whether by lapse of time, by agreement between Company and the City, or by revocation or forfeiture thereof, the Company shall have the right to remove any and all of its facilities, but in such event, it shall be the duty of the Company, immediately upon such removal, to restore the streets, avenues, alleys, and other public ways and grounds from which such facilities are removed to as good condition as the same were before the removal was effected.

2.3 **Rights of City Upon Expiration or Revocation.** Upon expiration of the term of this Franchise, forfeiture, or lawful revocation of this Franchise, and if no renewal or extension thereof is agreed upon, Company may, at the discretion of the City Council, be required, in part or entirely, to remove all its wires, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the Franchise. Alternatively, the removal, or sale of such facilities and equipment may be directed, limited, or conditioned by the City by agreement or through means of other lawful municipal power or right. The City may continue to invoke any or all provisions of this Franchise against Company or any successor entity enjoying de facto franchise privileges after expiration or revocation. The City and the Company will work together to take all other actions deemed necessary and proper by the City to accommodate the transition to any successor as may be in the best interest of the City or its inhabitants and the Company.

ARTICLE III

CONSIDERATION AND PAYMENT

3.1 **Franchise Fee.** For and in consideration of the Franchise, and as fair and reasonable compensation to the City for the use by the Company of the City's Rights-of-Way, the Company agrees:

a. To pay to the City an annual franchise fee (the "Franchise Fee"), in an amount equal to, and consisting of, the municipal telecommunications license tax (the "Municipal Telecommunications Tax") authorized pursuant to the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, *Utah Code Annotated* 1953, as amended, and imposed and levied pursuant to Farmington City Code, Chapter 5-7, (collectively the "Municipal Telecommunications Tax Laws"). Such Franchise Fee shall be calculated in the manner provided in the Municipal Telecommunications Tax Laws, and shall be paid by the Company to the Utah State Tax Commission, as agent for the City under an Interlocal Cooperation Agreement by and among the City, the Utah State Tax Commission, and others, at the times and in the manner prescribed in the Municipal Telecommunications Tax Laws, and any rules and regulations promulgated thereunder. Compliance by the Company with the terms and provisions of the Municipal Telecommunications Tax Laws, and any rules and regulations promulgated thereunder, shall satisfy all requirements of

this Agreement with respect to the calculation and payment of the Franchise Fee.

b. Notwithstanding the provisions of Section 3.1(a) above, the Franchise Fee shall be calculated and payable as described therein only so long as the Company and the services provided within the City by the Company by means of the Company Facilities are subject to the Municipal Telecommunications Tax. In the event all or any portion of the Company Facilities ceases to be used by the Company to provide services subject to the Municipal Telecommunications Tax, the Company shall pay, in lieu of the Franchise Fee, a charge with respect to such portion of the Company Facilities, payable from and after the (i) the date Company ceases to provide such services, or (ii) the date the Municipal Telecommunications Tax ceases to apply to the services provided by the Company, which shall be calculated in the same manner as the charge then imposed by the City on other Companies occupying the Right-of-Way with similar facilities, and which do not provide telecommunication services subject to the Municipal Telecommunications Act. The City and the Company agree to negotiate in good faith any amendments to this Agreement as shall be necessary to accommodate a change in the Municipal Telecommunications Tax Laws, including payment provisions; provided such new or changed provisions shall conform substantially with the provisions contained in any permits held by other similarly situated companies.

3.2 Reconciliation. Within thirty (30) calendar days after the filing of any report or the making of any payment, or within such reasonable additional time as the City may request, the City shall examine such report or payment, determine the accuracy thereof, and, if the City finds any errors, report such errors to the Company for correction. If the Franchise Fee as paid shall be found deficient, the Company shall promptly remit the difference, and if the Franchise Fee as paid shall be found excessive, the City shall promptly refund the difference. In the event of a disagreement, the Company shall make payment under protest pending the resolution of the dispute between the parties or through the courts. Neither payment of the Franchise Fee nor failure to make such investigation shall be deemed to estop the City or the Company in any way or prevent subsequent investigation by either and collection or return of any amount properly due. No acceptance of any payment by the City shall be construed as a release of, or an accord or satisfaction of, any claim the City might have for further or additional sums payable under the terms of this Agreement for the performance of any other obligation of the Company hereunder.

3.3 Extensions Not Statute of Limitation or Repose. The aforesaid 30-day notice period is not intended and shall not act as a statute of limitation or repose, which limitation periods shall be governed by Utah Law.

3.4 Delinquency. Any payment not paid when due shall be subject to a delinquency penalty charge of ten percent (10%) of the payment. Failure to make any payment and penalty charges within thirty (30) calendar days of the applicable payment date shall constitute breach of the terms of the this Agreement and constitute just cause for termination, and such unpaid amount shall bear interest until paid at the rate of an additional ten percent (10%) per annum until paid.

3.5 **Revenue Report Following Termination.** In the event this Agreement or the Franchise should be terminated, forfeited, or determined to be void or invalid by any order or decree by a court of competent jurisdiction, the Company, not later than thirty (30) calendar days following such termination, forfeiture, or determination, shall submit to the City a report prepared as before required, showing the Gross Revenues of the Company for the time elapsed since the last period for which the Company has paid the Franchise Fee. Coincidental with the submission of the report, the Company shall pay to the City the Franchise Fee due and owing to the City for such period.

3.6 **Audits.** For the purpose of verifying the correct amount of the franchise fee, the books and records of Company pertaining thereto shall be open to inspection or audit by duly authorized representatives of Farmington City at all reasonable times, but not more than once a year, upon giving reasonable notice of the intention to inspect or audit said books and records. The Company agrees to reimburse the City the reasonable costs of an audit if the audit discloses that the Company has paid ninety-five percent (95%) or less of the compensation due the City for the period of such audit. In the event the accounting rendered to the City by the Company herein is found to be incorrect, then payment shall be made on the corrected amount within thirty (30) calendar days of written notice, it being agreed that the City may accept any amount offered by the Company, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in dispute or is later found to be incorrect.

ARTICLE IV

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

4.1 **Franchise Rights to Use the Public Right-of-Way.** The Company shall have the right to use the public Rights-of-Way within the City to construct and maintain its Network subject to the conditions set forth in this Agreement, including the provisions of Chapter 9-4 of the Farmington City Code, which are hereby incorporated by reference; provided, however, that the Company shall not, pursuant to this Agreement, place any new poles, mains, cables, structures, pipes, conduits, or wires on, over, under, or within any Right-of-Way, City park, pleasure ground, or other recreational area currently existing or developed in the future without a permit from the City Representative. Nothing contained herein shall preclude the City from granting a revocable permit for such purpose. In addition, Company shall have the right to utilize any easements across private property granted to the City for utility purposes, provided the City's written permission is obtained in each case and the documents granting such easements to the City authorize such use. Company specifically understands and acknowledges that certain City easements and Rights-of-Way may be prescriptive in nature, and that nothing in this Franchise extends permission to use the easement or Right-of-Way beyond the extent that the City may have acquired, and such easements and Rights-of-Way may be subject to third party prior or after-acquired interests. Company is cautioned to examine each individual easement and Right-of-Way and the legal arrangement between the City and adjacent property owners. The City assumes no

duty or obligation to defend any interest in any easement or Right-of-Way and Company remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the City easement or Right-of-Way.

4.2 **Company Duty to Relocate; Subordination to City Use.** Whenever the City, for any lawful public purpose, shall require the relocation or reinstallation of any property of the Company or its successors in any of the streets, alleys, Rights-of-Way, or public property of the City, it shall be the obligation of the Company, upon notice of such requirement and written demand made of the Company, and within a reasonable time thereof, but not less than thirty (30) calendar days, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Company shall be at no cost to the City; provided, however, that the Company and its successors and assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Notwithstanding the foregoing, the duty of the Company to install or relocate its lines underground shall be subject to the provisions of paragraph 5.3 below. Any money and all rights to reimbursement from the State of Utah or the federal government to which the Company may be entitled for work done by Company pursuant to this paragraph shall be the property of the Company. The City shall assign or otherwise transfer to the Company all rights the City may have to recover costs for such work performed by the Company and shall reasonably cooperate with the Company's efforts to obtain reimbursement. In the event the City has required the Company to relocate its facilities to accommodate a private third party, the City shall use good faith to require such third party to pay the costs of relocation. Notwithstanding anything to the contrary herein, the Company's use of the Right-of-Way shall in all matters be subordinate to the City's use of the Right-of-Way for any public purpose. The City and Company shall coordinate the placement of their respective facilities and improvements in a manner which minimizes adverse impact on each other. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such Public Improvements so as not to impact or be impacted by such Public Improvements.

4.3 **Duty to Obtain Approval to Move Company Property; Emergency.** Except as otherwise provided herein, the City, without the prior written approval of the Company, shall not intentionally alter, remove, relocate, or otherwise interfere with any Company facilities. However, if it becomes necessary (in the judgment of the Mayor, City Council, City Engineer, Fire Chief, Police Chief, or their designees) to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Company because of a fire, emergency, disaster, or imminent threat thereof, these acts may be done without prior written approval of the Company, and the repairs thereby rendered necessary shall be made by the Company, without charge to the City. Should the City take actions pursuant to this section, the Company shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liens, or liability for (a) loss or damage to the Company's property and/or (b) interruptions of telecommunications services provided by the use of or through the Company's property (including telecommunications services provided by the Company to the Company's Customers), whether such claims, demands, liens, or liability arise from or are brought by the Company, its insurers, the Company's Customers, or third

parties. If, however, the City requests emergency funding reimbursement from federal, state or other governmental sources, the City shall include in its request the costs incurred by the Company to repair facilities damaged by the City in responding to the emergency. Any funds received by the City on behalf of Company shall be paid to the Company within thirty (30) business days.

ARTICLE V

PLAN, DESIGN, CONSTRUCTION, INSTALLATION OF COMPANY FACILITIES

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

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

a. Except as provided below, the Company shall not erect, authorize, or permit others to erect any poles within the streets of the City for the operation of Company's Network, but shall use the existing poles and facilities of the City Energy Department and other telecommunication providers under such terms as the Company negotiates with City and these other entities in separate "joint facilities" agreements. City shall cooperate with Company in its negotiating with other telecommunication providers.

b. The Company may request, in writing, that it be authorized to erect poles or place conduit or other facilities within the streets of the City for the operation of its Network. Such consent shall be entirely discretionary with the City and shall be given upon such terms and conditions as the City Council, in its sole discretion, may prescribe, which shall include a requirement that the Company perform, at its sole expense, all tree trimming required as a result of the Company's presence to

maintain the line or facilities clear of obstructions. With respect to any poles or wire-holding structures that the Company is authorized to construct and install within the City, a public utility or public utility district serving the City may, if denied the privilege of utilizing such pole or facility by the Company, apply for such permission to the City Council. If the City Council finds that such use would enhance the public convenience and would not unduly interfere with the Company's present and future operations, the City Council may authorize such use subject to such terms and conditions as may reasonably be agreed between the parties. Such authorization shall include the condition that the public utility district pay to the Company any and all actual and necessary costs incurred by the Company in permitting such use, and shall indemnify the Company and City from and against any claims or causes of action brought about due to such use.

c. No cables, equipment, or wires for construction, maintenance, and operation of the Network shall be installed or the installation thereof commence on any existing pole within the City until the proposed location, specifications, and manner of installation of such cables, equipment, and wires are set forth upon an engineering drawing, plot, or map showing the existing poles, streets, alleys, or highways where such installations are proposed. The drawing, plot, or map shall be submitted to the City Engineer and reviewed for approval or disapproval within a reasonable time in writing. Such approval shall not be unreasonably withheld. The Company shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses or other forms of approval or authorization necessary to construct, maintain, upgrade or repair the system, including but not limited to any necessary approvals from persons and/or the City to use private property, easements, poles and conduits.

d. If, in the conduct of its business, the Company is required to locate facilities in the streets of the City, other than facilities that may be attached to utility poles, the nature of such facilities shall be disclosed to the City for prior review and approval as to the need thereof and as to the location within the street. The installation shall be made under such conditions as the City Engineer shall prescribe.

e. The Company, at its own expense, may, and is solely responsible to, trim trees overhanging the public Rights-of-Way of the City to prevent the branches of such trees from coming in contact with the Company's wires and cable. Prior to the Company attempting to trim trees upon and overhanging streets, alleys, sidewalks and public places of the City, the Company shall obtain approval from, and be under the supervision of, the City official to whom such duties have been or may be delegated in accordance with the applicable provisions of the municipal code of the City. Company shall immediately remove the trimmings and restore the area to its previous condition.

f. The Company, on the request of any person holding a building moving permit issued by the City, shall temporarily raise or lower its wires to permit the moving of such building. The expense of such temporary removal, raising or lowering of

wires shall be paid by the person requesting the same, and the Company may require such payment in advance. The City agrees to provide prior written notice of the necessity to move the wires as far in advance as possible; provided in no event shall the City give less than forty-eight (48) hours advance notice. In the event of a disagreement between the Company and the holder of a permit, such disagreement shall be resolved by the City.

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

5.4 **Company Duty to Comply with Rules and Regulations.** Facilities located on, upon, over, and under property in which the City has an ownership interest shall be constructed, installed, maintained, cleared of vegetation, renovated, or replaced in accordance with such rules and regulations as the City may issue. The Company shall acquire permits in accordance with such rules and regulations and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. It is understood that this work involves the health, safety, and welfare of the community, and from time to time, must be done under circumstances that may make prior acquisition of a permit infeasible.

5.5 **Compliance with Pollution Laws.** Company shall ensure that its facilities within the City meet the standards required by applicable federal and state air and water pollution laws. Upon the City's request, the Company shall provide the City with a status report of such measures.

5.6 **Compliance with Applicable Laws.** All telecommunications lines, poles, towers, pipes, conduits, equipment, property, and other structures or assets installed, used, maintained, relocated, or dismantled under color of this Agreement shall be so installed, used, operated, tested, maintained, relocated, or dismantled in accordance with applicable present and future federal, state, and City law and regulations, including but not limited to the most recent editions of the National Electrical Code, the National Electrical Safety Code, and the Fiber Optic Cable Installation Standard of the Telecommunications Industry Committee, or such substantive equivalents as may hereafter be adopted or promulgated. It is understood that the standards established in this paragraph are minimum standards and the requirements established or referenced in this Agreement may be additional to or stricter than such minimum standards.

5.7 **Location to Minimize Interference.** All lines, poles, towers, pipes, conduits, equipment, property, structures, and assets of the Company shall be located so as to minimize interference with the use of streets, alleys, Rights-of-Way, and public property by others and shall reasonably avoid interference with the rights of owners of property that abuts any of said streets, alleys, Rights-of-Way, or public property.

5.8 **Repair of Damage.** If during the course of work on its facilities, the Company causes damage to or alters any street, alley, Rights-of-Way, sidewalk, utility, Public Improvement, or other public or private property, the Company (at its own cost and expense and in a manner approved by the City) shall promptly and completely restore such street, alley, Rights-of-Way, sidewalk, utility, Public Improvement or other public or private property to its previous condition, in accordance with applicable City ordinances, policies, and regulations relating to repair work of similar character to the reasonable satisfaction of the City. Except in case of emergency, the Company, prior to commencing work in the public way, street, or public property, shall make application for a permit to perform such work from the City Engineer or other department or division designated by the City. Such permit shall not be unreasonably withheld. The Company shall abide by all reasonable regulations and requirements of the City for such work.

5.9 **Guarantee of Repairs.** For a period of one year following the completion of the repair work performed pursuant to Section 5.8, the Company shall maintain, repair, and keep in good condition those portions of said streets, alleys, Rights-of-Way, or public and private property restored, repaired, or replaced to the satisfaction of the City.

5.10 **Safety Standards.** The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required by applicable safety regulations, or standards imposed by law including, but not limited to, signing in conformance with the Federal and State of Utah manuals on Uniform Traffic Control Devices.

5.11Supervision by the City.

a. The Company shall construct, operate, and maintain the Network within the City in strict compliance with all laws, ordinances, rules, and regulations of the City and any other agency having jurisdiction over the operations of the Company.

b. The Company's Network and all parts thereof within the City shall be subject to the right of periodic inspection by the City; provided that such inspection shall be conducted at reasonable times and upon reasonable notice to the Company.

5.12 Company's Duty to Remove Its Network.

a. The Company shall promptly remove, at its own cost and expense, from any public property within the City, all or any part of the Network when one or more of the following conditions occur:

(1) The Company ceases to operate the Network for a continuous period of twelve months, and does not respond to written notice from the City within thirty (30) days after receiving such notice following any such cessation, except when the cessation of service is a direct result of a natural or man-made disaster;

(2) The Company fails to construct said Network as herein provided and does not respond to written notice from the City within thirty (30) days after receiving such notice following any such failure;

(3) The Franchise is terminated or revoked pursuant to notice as provided herein; or

(4) The Franchise expires pursuant to this Agreement.

b. The Company's removal of any or all of the Network that requires trenching or other opening of the City's streets shall be done only after the Company obtains prior written notice and approval from the City.

c. The Company shall receive notice, in writing from the City, setting forth one or more of the occurrences specified in Subsection 5.12(a) above and shall have ninety (90) calendar days from the date upon which said notice is received to remove or abandon such facilities.

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

ARTICLE VI

POLICE POWER

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

6.2 Other Regulatory Approval. The Company and the City shall at all times during the life of this Franchise, comply with all federal, state, and City laws and regulations and with such reasonable and lawful regulation as the City now or hereafter shall provide, including

all lawful and reasonable rules, regulations, policies, resolutions and ordinances now or hereafter promulgated by the City relating to permits and fees, sidewalk and pavement cuts, attachment to poles, utility location, construction coordination, beautification, and other requirements on the use of the Right-of-Way. The terms of this Franchise shall apply to all the Company's facilities used, in whole or part, in the provision of telecommunications services in newly annexed areas upon the effective date of such annexation. Company shall provide no service regulated by the Federal Communications Commission (FCC) or Utah Public Service Commission (PSC) until it has received all necessary approvals and permits from said commissions. Nothing in this Agreement shall constitute a waiver of either party's right to challenge any portion of this Agreement which is not in accordance with applicable federal, state and local laws.

ARTICLE VII

CITY REPRESENTATIVES

7.1 **City Manager's Duties and Responsibilities.** The City Manager is hereby designated as the "City Representative" with full power and authority to take appropriate action for and on behalf of the City and its inhabitants to enforce the provisions of this Agreement and to investigate any alleged violations or failures of the Company to comply with said provisions or to adequately and fully discharge its responsibilities and obligations hereunder. The City Manager may delegate to others, including but not limited to, the City Attorney, City Engineer, and City Finance Director, the various duties and responsibilities of City Representative. The failure or omission of the Manager or the Manager's designee(s) as City Representative to act shall not constitute any waiver or estoppel.

7.2 **Company Duty to Cooperate.** In order to facilitate such duties of the City Representative, the Company agrees to allow the City Representative reasonable access to any part of the Company's Network within the City's public Rights-of-Way.

7.3 **City Financial Review.** With regard to financially related matters, the Manager or the Manager's designee, as City Representative may undertake a financial review of Company's payment of its Franchise fees and other fees and obligations under this agreement. The failure or omission to conduct a financial review shall not constitute any waiver or estoppel.

7.4 **No Waiver or Estoppel.** Neither the City nor the Company shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other or any of its officers, employees, or agents, upon any one or more occasions, to insist upon or to seek compliance with any of such terms and conditions.

ARTICLE VIII

TRANSFER OF FRANCHISE

8.1 **Written Approval Required.** The Company shall not transfer or assign the Franchise or any rights under this Agreement to another entity, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld or delayed. Any attempted assignment or transfer without such prior written consent shall constitute a Default of the Franchise. In the event of such a Default, City shall proceed according to the procedure set forth in this Agreement, and any applicable state or federal law.

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

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

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

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

8.5 **Transfer Upon Revocation by City.** Company and City agree that in the case of a lawful revocation of the Franchise, at Company's request, which shall be made in its sole discretion, Company shall be given a reasonable opportunity to effectuate a transfer of its Network to a qualified third party. City further agrees that during such a period of time, it shall authorize the company to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period greater than six (6) months from the effective date of such revocation. If at the end of that time, Company is

unsuccessful in procuring a qualified transferee or assignee of its Network which is reasonably acceptable to the City, Company and City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that Company's continued operation of its Network during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment, of any rights of either the City or the Company. Notwithstanding anything to the contrary set forth herein, neither City nor Company shall be required to violate federal or state law.

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

ARTICLE IX

ACCEPTANCE BY THE COMPANY OF FRANCHISE

Company Duty to Approve Franchise Agreement. If the Company has not duly executed this Agreement prior to the City Council's adoption of the corresponding ordinance, then within sixty (60) calendar days after the effective date of the City Council's adoption of the ordinance, the Company shall execute this Agreement and file an unqualified acceptance of the ordinance in writing with the City Recorder of the City in a form approved by the City Attorney; otherwise, this Agreement and any ordinance adopted relating thereto and all rights granted hereunder shall be null and void.

ARTICLE X

EXTENSION OF CITY LIMITS

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

ARTICLE XI

EARLY TERMINATION OR REVOCATION OF FRANCHISE

11.1 **Grounds for Termination.** The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

a. The Company fails to make timely payments of the Franchise Fee as required under Article III of this Agreement and does not correct such failure within thirty (30) business days after written notice by the City of such failure;

b. The Company, by act or omission, materially violates a duty or obligation herein set forth in any particular within the Company's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may determine, after hearing, that such failure is of a material nature, and, thereupon, after written notice giving the Company notice of such determination, the Company, within thirty (30) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such ninety-day period and failure to correct such conditions, the City may declare the Franchise forfeited, and, thereupon, the Company shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and, provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the ninety-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the non-compliance was not the intentional or negligent act or omission of the Company;

c. The Company becomes insolvent, unable, or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Company within thirty (30) calendar days; or

d. In furtherance of the Company policy or through acts or omissions done within the scope and course of employment, a director or officer of the Company knowingly engages in conduct or makes a material misrepresentation with or to the City that is fraudulent or in violation of a felony criminal statute of the State of Utah.

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

ARTICLE XII

INSURANCE AND INDEMNIFICATION

12.1 No City Liability. Except as otherwise specifically provided herein, the City shall in no way be liable or responsible for any loss or damage to property, including financial or other business loss (whether direct, indirect, or consequential), or any injury to or death of any person that may occur in the construction, operation, or maintenance by the Company of its lines and appurtenances hereunder, except to the extent of the City's negligence or willful misconduct.

12.2 **Company Indemnification of City.** The Company shall indemnify, and at the City's option defend. and hold the City, and the officers, agents and employees thereof, harmless from and against any and all claims, suits, actions, liability and judgments for damages or otherwise harmless from and against claims, demands, liens, and all liability or damage of whatsoever kind on account of, or arising from, the exercise by the Company of the rights related to this Agreement, or from the operations of the Company within the City, and shall pay the costs of defense plus reasonable attorneys' fees. Said indemnification shall include, but not be limited to, the Company's negligent acts or omissions pursuant to its use of the rights and privileges of this Agreement, including construction, operation, and maintenance of telecommunications lines and appurtenances, whether or not any such use, act, or omission complained of is authorized, allowed, or prohibited by this Agreement.

12.3 **Notice of Indemnification.** The Company shall give prompt written notice to the City of any claim, demand, or lien that may result in a lawsuit against the City. City shall give written notice to Company promptly after City learns of the existence of Claim for which City seeks indemnification; provided, however, the failure to give such notice shall not affect the rights of City, except and only to the extent the Company is prejudiced by such failure. The Company shall have the right to employ counsel reasonably acceptable to the City to defend against any such Claim. If such counsel will represent both the Company and City, there may be no conflict with such counsel's representation of both. Company must acknowledge in writing its obligation to indemnify the City for the entire amount of any Loss relating thereto. No settlement of a Claim may seek to impose any liability or obligation upon the City other than for money damages. If Company fails to acknowledge in writing its obligation to defend against or settle such Claim within fifteen (15) days after receiving notice thereof from the City (or such shorter time specified in the notice as the circumstances of the matter may dictate), the City shall be free to dispose of the matter, at the expense of Company (but only if indemnification is adjudged to be proper), in any way in which the City deems to be in its best interest. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend, or hold the City harmless to the extent any claim, demand, or lien arises out of or in connection with a breach by the City of any obligation under this Agreement or any negligent or otherwise tortious act or failure to act of the City or any of its officers or employees or agents.

12.4 **Insurance.** Company shall file a certificate of insurance with the City, and at all times thereafter maintain in full force and effect at its sole expense, an acceptable policy or policies which have one of the three highest or best ratings from the Alfred M. Best Company of liability insurance, including comprehensive general liability insurance. The policy or policies shall name as additional insured the City, and in their capacity as such, its officers, agents and employees. Policies of insurance shall be in the minimum single limit amount of two million dollars ($2,000,000) per occurrence. The insurer or insurers shall be authorized to write the required insurance in the State of Utah. The policy or policies of insurance shall be maintained by the Company in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of the Company or for

other reasons, except after thirty (30) calendar days advance written notice mailed by the insurer to the City, and that such notice shall be transmitted postage prepaid.

12.5 **City's Right to Intervene.** In any suit in which the City is named as a party and seeks indemnification from the Company, and in which the City in its own reasonable discretion believes that a conflict of interest with Company exists, the City shall have the right to provide its own defense in connection with the same. In such event, in addition to being reimbursed for any such judgment that may be rendered against the City which is subject to indemnification hereunder, together with all court costs incurred therein, the Company shall reimburse the City for all reasonable attorney's fees, including those employed by the City in such case or cases, as well as all reasonable expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised, or fully adjudicated against the City.

12.6 **No Creation of a Private Cause of Action.** The provisions set forth herein are not intended to create liability for the benefit of third parties but is solely for the benefit of the Company and the City. In the event any claim is made against the City that falls under these indemnity provisions and a Court of competent jurisdiction should adjudge, by final decree, that the City is liable therefore, the Company shall indemnify and hold the City harmless of and from any such judgment or liability, including any court costs, expenses, and attorney fees incurred by the City in defense thereof. Nothing herein shall be deemed to prevent the parties indemnified and held harmless herein from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve the Company from its duty of defense against liability or paying any judgment entered against such party.

12.7 **Performance Bonds and Other Surety.** To ensure completion of the Company's performance of its obligations hereunder, Company shall furnish to the City a performance bond, that is substantially similar in form to the surety guarantee bond that is attached hereto as Exhibit 1, from an insurer or guarantor that is acceptable to the City.

ARTICLE XIII

REMEDIES

13.1 **Duty to Perform.** The Company and the City agree to take all reasonable and necessary actions to assure that the terms of this Agreement are performed.

13.2 **Remedies at Law.** In the event the Company or the City fail to fulfill any of their respective obligations under this Agreement the City or the Company, whichever the case may be, shall have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

13.3 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Company. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

13.4 **Force Majeure.** The Company shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control, but the Company shall not be relieved of any of its obligations to comply promptly with any provision of this Franchise contract by reason of any failure of the City to enforce prompt compliance. Nothing herein shall be construed as to imply that City waives any right, payment, or performance based on future legislation where said legislation impairs this contract in violation of the United States or Utah Constitutions.

ARTICLE XIV

NOTICES

City and Company Designees and Addresses. Unless otherwise specified herein, all notices between the City and the Company pursuant to or concerning this Agreement or the Franchise shall be delivered to (or to such other offices as the City or Company may designate by written notice to the other Party):

City:

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

Company:

First Digital Telecom, LLC
Attn: Manager
90 South 400 West, Suite M-100
Salt Lake City, Utah 84101

With copies to (which shall not constitute notice):

Farmington City Attorney's Office
2118 E. 3900. S #300
Holladay, UT 84124
Attention: Todd Godfrey

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

ARTICLE XV

CHANGING CONDITIONS

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

ARTICLE XVI

AMENDMENT AND GENERAL PROVISIONS

16.1 Duty to Negotiate. At any time during the term of this Agreement, the City, through the City Council, or the Company may propose amendments to this Agreement by giving thirty (30) calendar days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, shall negotiate, within a reasonable time, in good faith in an effort to agree upon mutually satisfactory amendment(s).

16.2 Written Approval to Amend Agreement Required. No amendment or amendments to this Agreement shall be effective until mutually agreed upon by the City and the Company, and an ordinance or resolution approving such amendments is approved by the City Council.

16.3 Entire Agreement. This Agreement and all attachments hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and can be amended, supplemented, modified, or changed only by the written agreement of the parties, including the formal approval of the City Council.

16.4 Governing Law. This Agreement and any action related to this Agreement will be governed the laws of the State of Utah.

16.5 Joint Drafting. The Parties acknowledge that this Agreement has been drafted jointly by the Parties and agree that this Agreement will not be construed against either Party as a result of any role such Party may have had in the drafting process.

ARTICLE XVII

SEVERABILITY

17.1 **Conditions.** If any section, sentence, paragraph, term, or provision of this Agreement or the Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority including any state or federal, legislative, regulatory, or administrative authority having jurisdiction thereof or determined to be unconstitutional, illegal, or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision hereof or thereof, all of which shall remain in full force and effect for the term of this Agreement and the Ordinance or any renewal or renewals thereof, except for Article III hereof. The parties do not waive their right to assert that the obligations contained herein, including those obligations contained in Article III arise as a matter of contract and are not otherwise conditioned.

17.2 **Conflicts.** In the event of a conflict between any provision of this Agreement and the Ordinance, the provisions of the Ordinance in effect at the time the Agreement is entered into shall control.

17.3 **Fee Article Non-Severable.** Article III hereof is essential to the adoption of this Agreement, and should it be challenged by the Company or determined to be illegal, invalid, unconstitutional, or superseded, in whole or in part, the entire Agreement and the Franchise shall be voided and terminated, subject to the following provisions of this Article. In the event of a judicial, regulatory, or administrative determination that Article III is illegal, invalid, unconstitutional, or superseded, such termination shall be effective as of the date of a final appealable order, unless otherwise agreed upon by the City and the Company. In the event of any legislative action that renders Article III unconstitutional, illegal, invalid, or superseded, such termination shall be effective as of the effective date of such legislative action.

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

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

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

Farmington City

By: _____
H. James Talbot, Mayor

ATTEST:

_____
Holly Gadd, City Recorder

First Digital Telecom, LLC

By: _____
_____, Chief Executive Officer

ATTEST:

_____
Secretary

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2018, personally appeared before me _____, _____, _____, and _____, who being by me duly sworn did each respectively say that he/she is the Chief Executive Officer, Secretary, Chief Financial Officer, and General Counsel of _____, and that the foregoing instrument was signed in behalf of said Company by authority of a resolution of its [board of directors[/[Managers]; and he/she each acknowledged to me that said Company executed the same.

_____
Notary Public

FARMINGTON CITY COUNCIL MEETING

October 16, 2018

WORK SESSION

Present: Mayor Pro Tempore Brett Anderson; Councilmembers Rebecca Wayment, Doug Anderson, Cory Ritz, Alex Leeman; City Manager Dave Millheim, Assistant City Manager Keith Johnson, City Development Director David Petersen, City Economic Development Director Brigham Mellor, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

Excused: Mayor Jim Talbot

Financial Update with FY 2018 Unaudited Balances

Assistant City Manager **Keith Johnson** presented a financial update noting that the fund balance is stronger than expected and revenues have started to level off. He said that expenditures have increased faster than revenues. **Keith Johnson** noted that as the City has grown additional staff have been hired (fire, police, City Engineer, Economic Development Director). These additions were not in the original budget forecasts. The original forecast has improved over time, but still shows deficits for the next 4 years. **Dave Millheim** cautioned the Council to avoid dipping into the fund balance to cover the shortfall, and instead make good decisions regarding future expenditures to avoid a deficit.

Mountain View Subdivision/PUD

Councilmembers noted that several residents had expressed concern about the construction taking place in the Mountain View Subdivision. **David Petersen** clarified that the action before the council was about extending the cul-de-sac in the project four more lots. He said that he was aware of the construction issues and he and Ken Klinker visited the site and shut down the building activity. He will continue to follow-up to make sure that there will not be construction access from 250 West and that construction will not resume until improvement drawings have been approved.

Amended Agenda

Dave Millheim briefly reviewed the amended agenda which included the UDOT Agreement for Mitigation of 1100 West Park, the purchase agreement for the Amenti property, and approval of the new City Manager's contract.

DRAFT

REGULAR SESSION

Present: Mayor Pro Tempore Brett Anderson; Councilmembers Rebecca Wayment, Doug Anderson, Cory Ritz, Alex Leeman; City Manager Dave Millheim, Assistant City Manager Keith Johnson, City Development Director David Petersen, City Economic Development Director Brigham Mellor, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden

Excused: Mayor Jim Talbot

CALL TO ORDER:

Mayor Pro Tempore **Brett Anderson** called the meeting to order at 7:03 p.m.

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

The invocation was offered by **Brett Anderson** and the Pledge of Allegiance was led by Boy Scout Max.

OLD BUSINESS:

Brookside Hollow Preliminary PUD Master Plan - Brighton Homes (411 South 200 West)

David Petersen reviewed the staff report and stated that this matter was previously reviewed at the September 4, 2018 City Council meeting. The matter was tabled with eight conditions. The staff report includes an explanation about how each of these conditions have been addressed.

The first item reviewed was the traffic study conducted which presented several options for access out of the subdivision and onto the frontage road. Public Works and the City Engineer were concerned about the recommendations, so the City consulted with its own traffic engineer, Tim Taylor. Tim Taylor presented an alternative recommendation which was agreed to by the applicant. The Council discussed the safety of the trail near the intersection of 200 West and the I-15 off ramp. **Rebecca Wayment** suggested that the trail on the west side of the frontage road end before it reaches 200 West and that the cross walk be relocated a safe distance from the intersection.

Condition 2 related to UDOT approval for the access point on the Frontage Road. Approval will come from the City as it controls the access points. Condition 3 cannot be addressed until the City has approved final plans for the project; the staff recommendation is for the item to remain a condition of Preliminary PUD Master Plan Approval. Condition 4 was met as the developer presented draft concept plans related to trail and trail access improvements. Condition 5 will remain as a condition of Preliminary PUD Master Plan Approval. Condition 6 was for an expanded traffic study; staff feels that this condition has been met by the additional analysis done

by Tim Tayler of WCEC. Condition 7 required that the applicant provide a tree preservation plan which was submitted as part of the Preliminary PUD Master Plan Approval. Staff recommends removing condition 8 related to water pressure in the area as it is not germane to the subject application. Staff will consult with Benchland regarding secondary water pressure.

David Petersen noted that the next opportunity for public input will be at preliminary plat approval. **Alex Leeman** noted that the Planning Commission will not have a public hearing for preliminary plat approval unless directed to do so.

Motion:

Cory Ritz moved that the City Council approve the preliminary PUD master plan for the Brookside Hollow PUD Subdivision subject to all applicable Farmington City ordinances and development standards and Conditions 1-5 and Findings for Approval 1-8.

Alex Leeman seconded the motion which was approved unanimously.

Conditions for Approval:

1. The applicant shall follow the recommendations of Tim Taylor, the City's Traffic Engineer, regarding the submitted transportation/traffic study for the project;
2. The applicant shall obtain a Davis County Flood Control permit to build near Steed Creek;
3. The applicant shall provide a proposal for a trail or trail access around the assisted living facility at preliminary plat;
4. All outstanding comments from the DRC for schematic plan shall be addressed on preliminary plat;
5. Following Council discussion and recommendation the west side trail shall be ended an appropriate distance from the intersection, to provide a safe east/west crossing via a relocated crosswalk on the Frontage Road.

Findings for Approval:

1. The proposed plans meet the requirements of the subdivision and zoning ordinances for the BP one.
2. The proposed development will provide single-family residential developments similar to those of surrounding neighborhoods.
3. The elevations provided are of a high design quality and meet the intent of Sections 11-27-010 and 11-27-120 of the Zoning Ordinance.
4. The landscape plan provided is of a high design quality and meet the intent of Sections 11-27- 010 and 11-27-120 of the Zoning Ordinance.
5. Although single-family residential is not a listed permitted or conditional use in the BP zone, it is a much preferable use to many of the permitted and conditional uses that are currently allowed in the underlying zone.
6. The traffic impact study by Reeve & Associates, Inc. dated September 13, 2018, with recommendations /stipulation s thereto as set forth in the WCEC Technical

Memorandum dated October 3, 2018, adequately address traffic issues related to the project if followed by the applicant.

7. The letter from UDOT dated May 29, 2018 provides that the access to the frontage road is controlled by Farmington City.
8. The proposed Tree Preservation Plan, which is not part of the Preliminary (PUD) Master Plan, preserves as many mature trees as possible and is consistent with such plans submitted by others in the past.

SUMMARY ACTION:

1. Approval of Minutes from October 2, 2018
2. Resolution Approving Interlocal Agreement with Davis County regarding Prop One Funding
3. Dead-end Street Exception Request - Mountain View Subdivision/PUD
4. Ambulance Write Offs for FY2018
5. Contract for New City Manager
6. Resignation Agreement with City Manager

Rebecca Wayment said that the Council discussed item number 3 in the work session as it related to concerns regarding construction. She clarified that staff had directed the contractor to stop construction and to vacate 250 South as construction access.

Rebecca Wayment moved, with a second from **Alex Leeman**, to approve summary action item 1 through 6 as contained in the staff report.

The motion was approved unanimously.

NEW BUSINESS:

Ordinance Amending Section 3-5-020 of the Farmington City Code and Enacting a Retention and Classification Schedule related to Government Records Access Management

Dave Millheim said that an update to Farmington's code was needed related to records retention. The update expands the existing ordinance to cover communication conducted via social media, electronic mail or mobile phones. **Holly Gadd** drafted the ordinance which follows state retention guidelines.

Motion:

Doug Anderson moved that the City Council amend Section 3-5-020 of the Farmington City Code and Enact "Appendix A" Retention and Classification Schedule as it pertains to Government Records access and management.

Cory Ritz seconded the motion which was approved unanimously.

UDOT Agreement for Mitigation of 1100 West Park due to West Davis Corridor

Dave Millheim said that staff has drafted a press release regarding the purchase of the Amenti property as a way to mitigate the loss of the 1100 West Park being taken for the West Davis Corridor. The City and UDOT have to satisfy federal regulations and so a conservation easement will be placed over the new park ground. Additionally, UDOT has agreed that some of the 1100 West park will remain in the City's control and will be maintained as green space and provide an additional buffer between the highway and Canyon Creek Elementary School.

Doug Anderson said that the location of the new park will buffer the business park from those living to the west and will be a great first project for the business park. He thanked staff for working diligently with UDOT to make this a "win" for the City. **Brett Anderson** echoed the praise for the staff and shared that the Mayor also worked very hard to build a good relationship with UDOT and have an agreeable outcome. **Rebecca Wayment** noted that Farmington benefits from this deal, and asked when the new park would be in place. **Dave Millheim** said that the plan was to get one more year of use out of the 1100 West Park before reprogramming the activities there. He said that ultimately, the City will be in charge of the timeline for the new park and that with the approval of the agreement the City will have the money and the property to develop the park when desired.

Motion:

Doug Anderson moved that the City Council authorize the Mayor to sign the attached Mitigation agreement with UDOT.

Cory Ritz seconded the motion which was approved unanimously.

Cory Ritz added that it was difficult during the Bangerter Farm hearing to not disclose that the City was working on this property as an option, but due to the nature of real estate transactions it was not able to be public until all parties had agreed.

Real Estate Purchase Contract for 17.7 Acres – Amenti

Dave Millheim presented the item from the staff report. He said that the agreement has been in process since April and includes some conditions related to fee credits, rezoning and amending the Parks Master Plan. The staff recommendation is that the agreement be approved.

Dave Millheim said that there is still work to be done with UDOT regarding the condemnation of the conservation easements and the connector road.

Brigham Mellor provided a summary of the updates to the agreement from the printed copy presented to the Council. He said that the amended agreement includes impact fee credits for the seller. **Brigham Mellor** explained that 2.1 acres of wetland will need to be mitigated and will cost approximately $200,000. The City suggested deducting the costs of mitigation from the impact fee credits and the sellers agreed if the reduction to the impact fees were capped at no

more than $200,000. The agreement states that the sellers could receive up to $1.8 million dollars in impact fee credits.

Brigham Mellor also said that an Item 9 was added that will require that if improvements necessitate the removal of existing fencing the remaining portion will have a fence suitable for livestock.

Brett Anderson thanked **Brigham Mellor** for his work on the agreement.

Motion:

Doug Anderson moved that the City Council approve the REPC contract as amended and explained by staff agreeing to purchase the 17.443 acres of Parcel ID 080600034 following the pending results of a survey of the 17.443 ac. and subdivision according to Exhibit 'A' AND provided the completed execution of the 4f mitigation agreement between Farmington City and the Utah Department of Transportation.

Rebecca Wayment seconded the motion which was approved unanimously.

GOVERNING BODY REPORTS:

City Manager Report

1. Fire Monthly Activity Report for September: Councilmembers were directed to review this item as presented in the staff report.

Mayor Talbot & City Council Reports

Councilmember Cory Ritz

No updates to report.

Councilmember Doug Anderson

No updates to report.

Councilmember Brett Anderson

No updates to report.

Councilmember Alex Leeman

No updates to report.

Councilmember Rebecca Wayment

No updates to report.

Mayor Jim Talbot

Excused.

CLOSED SESSION

Motion:

At 8:09 p.m., **Cory Ritz** made a motion to go into a closed meeting for purpose of property acquisition, and character and competency of an employee. **Alex Leeman** seconded the motion which was unanimously approved.

Sworn Statement

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

_____

Brett Anderson, Mayor Pro Tempore

Motion:

At 8:46 p.m., a motion to reconvene into an open meeting was made by **Rebecca Wayment**. The motion was seconded by **Cory Ritz** which was unanimously approved.

ADJOURNMENT

Motion:

At 8:46 p.m., **Doug Anderson** moved to adjourn the meeting.

_____

Holly Gadd, City Recorder

DRAFT

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: November 1, 2018

SUBJECT: **UTA SHUTTLE SERVICE AGREEMENT**

RECOMMENDATION

Authorize the Mayor to sign the attached SERVICE AGREEMENT with UTA for city sponsorship of the Lagoon/Station Park Shuttle in the amount of $70,630 to be paid from account number 38-400310.

BACKGROUND

For several years, the City has been a partner with UTA in providing a "free" shuttle service (Route 667) between the Frontrunner Station and Lagoon. UTA bears 75% of the operating costs. The city portion (25% of the operating cost) is proposed to be $70,630 for 2019 which is a 3.76% increase from 2018. We started year around shuttle service in the fall of 2016. Riders pay nothing for the shuttle service. Ridership is growing very quickly and averages over 7,000 riders per month -- More in the spring, summer, fall and less in the winter. We believe a public purpose is being reinforced by encouraging transit ridership in this area. We also believe the shuttle is helping Lagoon, Station Park and other businesses along with route from an economic development perspective which yields positive fruit to the City in the form of additional sales tax dollars.

As a side note we have been informed UTA will shortly have an Old Time Trolley delivered to Farmington for use on this route which should be a positive addition for the riders. The City may need to consider modifying shuttle stops and the route as ridership continues to grow. Development of Business Park area will also affect future ridership levels so we need to keep an eye on this one as businesses are added in the area.

Respectfully Submitted

Dave Millheim
City Manager

160 S MAIN • P.O. BOX 160 • FARMINGTON, UT 84025
PHONE (801) 451-2383 • FAX (801) 451-2747
www.farmington.utah.gov

UTA Contract No. 18-2898AB

SERVICE AGREEMENT

THIS AGREEMENT is effective on the 1st day of January, 2019, by and between UTAH TRANSIT AUTHORITY, a public transit district, hereinafter referred to as "UTA", and FARMINGTON CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "City".

RECITALS:

A. UTA is a public transit district organized under the provisions of the Utah Public Transit District Act and provides public transit service within the State of Utah, including regularly scheduled service in the City; and

B. The City desires that UTA provide additional service to certain areas of the City and is willing to help defray the costs of such service.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises as hereinafter set forth, it is mutually agreed as follows:

AGREEMENT:

1. Term. The term of this Agreement shall commence on the 1st day of January, 2019, and run through the 31st day of December, 2019. This Agreement may be renewed for three additional one-year terms if the parties agree in writing by December 15 of each year to changes, if any, to the amount to be paid by City, the days of service, and the route identified on Attachment 1.

2. Shuttle Service. UTA agrees to provide free shuttle service (the "Service") on the route described in Attachment 1. The shuttle route will connect the bus stop at 45 E. State Street in Farmington with the FrontRunner Station at approximately 30 minute intervals with priority given to making connections with commuter trains. UTA agrees to publish information on the shuttle route in the same way it publishes information on other UTA routes.

3. Dates of Service. In addition to the regular Monday – Saturday 8:00 AM to 8:00 PM service, UTA will provide additional late night service to match the Lagoon operating calendar. Late night service will operate until midnight. Route 470 will continue to operate Sunday service as well when Lagoon is open on Sundays, and provide service to the Pioneer Village Campground entrance. UTA will also provide extended late night service during the Thursday and Friday of UEA weekend in October 2019. UTA will provide Service on its Saturday schedule on Monday February 18, (President's Day), Monday May 27, (Memorial Day), Thursday July 4, (Independence Day), Wednesday July 24, (Pioneer Day), Monday September 2 (Labor Day), and Friday November 29, (Black Friday). UTA will not provide the Service or operate Route 470 on New Year's Day, Thanksgiving Day or Christmas Day.

4. Termination. This Agreement may be terminated with or without cause by either party by providing thirty (30) days advance written notice of termination.

5. Consideration. The City and UTA share in the operating cost of providing the service. UTA assumes seventy-five (75%) percent and the City pays twenty-five (25%) of the operating cost. Twenty-five (25%) of the operating cost for the service in calendar year 2019 is seventy thousand six hundred and thirty dollars ($70,630). The City agrees to pay UTA the sum of seventy thousand six hundred and thirty dollars ($70,630) to provide the Service. Payment shall be made in two (2) equal payments: thirty-five thousand three hundred and fifteen dollars ($35,315) to be paid on or before May 31, 2019 and thirty-five thousand three hundred and fifteen

dollars ($35,315) to be paid on or before October 31, 2019. UTA is entitled to one hundred percent (100%) of the advertising revenues generated from any advertising placed on any transit vehicles providing the Service.

6. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

7. Indemnification. Both the City and UTA are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by either UTA or the City of any protections, rights, or defenses applicable under the Act. It is not the intent of either party to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.

8. Default. In the event that either party fails to perform any of the terms and conditions of this Agreement, upon fifteen (15) days' notice of such failure to perform, the right of the defaulting party under this Agreement shall expire.

9. Attorney's Fees. The defaulting party agrees to pay the non-defaulting party's costs and reasonable attorney's fees in the event such are incurred to encore any of the provisions of this Agreement.

10. Assignment. No party hereto shall have the right to assign its right and obligations hereunder without the express written consent of the other parties hereto.

11. Notice or Demands. Any notice or demand to be given by one party to the other shall be given in writing per personal service, express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as Follows:

If to the City:
Dave Millheim
Farmington City Manager
160 South Main Street
Farmington, Utah 84025

If to UTA:
Utah Transit Authority
ATTN: Amanda Burton
669 West 200 South
Salt Lake City, Utah 84101

Either party may change the address at which such party desires to receive notice on written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

12. Project Manager. The UTA project Manager for this Agreement shall be Mr. Trevan Blaisdell, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Mr. Blaisdell, or designee.

13. Contract Administrator. The UTA Contract Administrator for this Agreement is Ms. Amanda Burton, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Ms. Burton, or designee.

14. Governing Law and Venue. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by and construed under and enforced in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions. If either party brings against the other party any proceeding arising out of this Agreement, then that party may bring that proceeding only in the

Third District Court in the State of Utah or the United States District Court for the District of Utah if there is federal subject matter jurisdiction.

15. Non-discrimination. The parties agree that they shall not exclude any individual from participation in or deny any individual the benefits of this Agreement, on the basis of race, color, national origin, disability, sex, or age in accordance with the requirements of 49 U.S.C. 5332.

16. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

17. Entire Agreement. This Agreement contains the entire agreement between the parties hereto for the term stated and cannot be modified except by written agreement signed by both parties. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

UTAH TRANSIT AUTHORITY

By:_____ Date: _____
D. Eddy Cumins
Vice President of Operations, Capital, & Assets

By:_____ Date: _____
Andres Colman
Regional General Manager

ATTEST:

_____ Date: _____

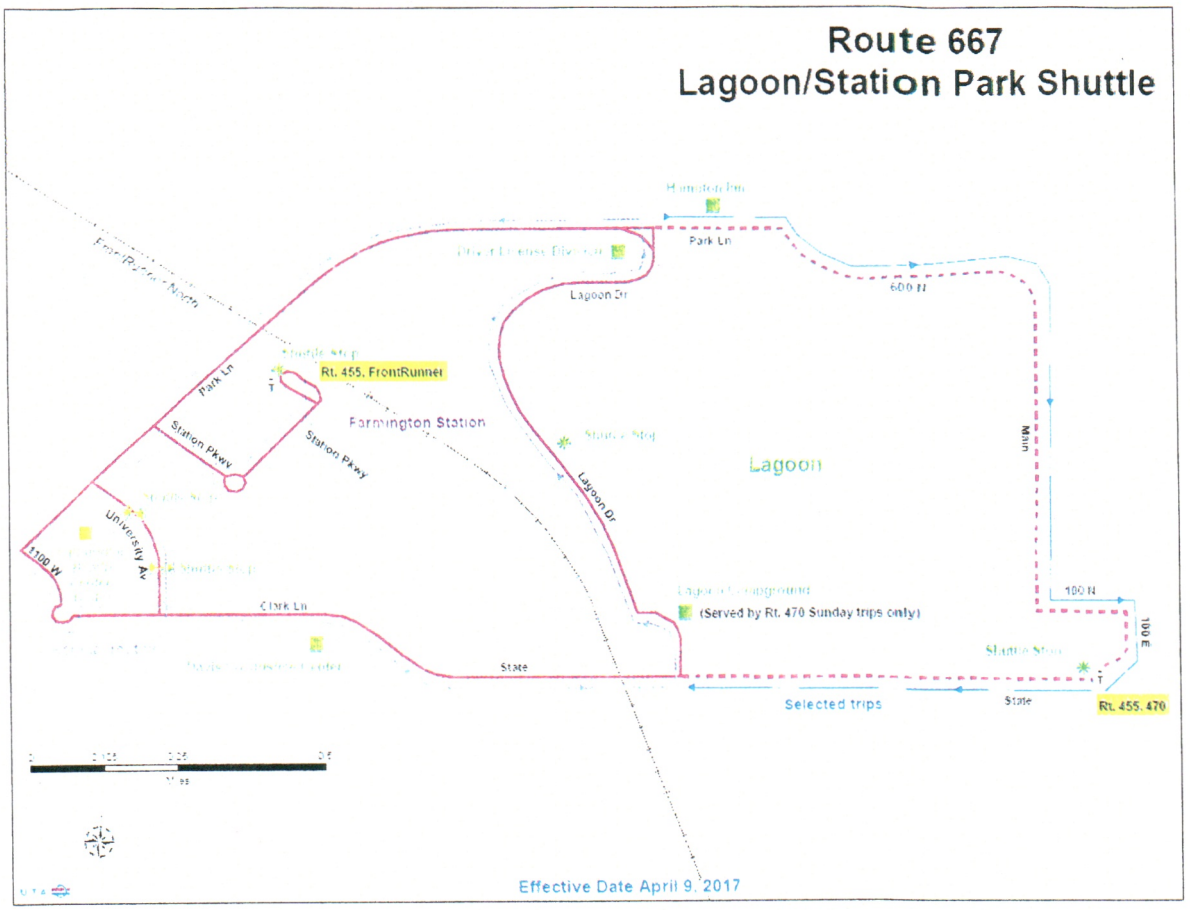
FARMINGTION CITY CORPORATION

_____ Date: _____

Approved As To Form:

_____
UTA Legal Counsel

ATTACHMENT 1 TO SERVICE AGREEMENT



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: November 13, 2018

SUBJECT: **Park Lane Commons Parcel B Plat Amendment**

RECOMMENDATION

Move that the City Council approve the request to amend the Park Lane Commons Subdivision Plat to enable the recordation of the Park Lane Commons Phase 5 subdivision in the place of Parcel B thereof, subject to all applicable Farmington City ordinances and development standards, and the same conditions established be the Planning Commission as follows:

1. The applicant shall construct a sidewalk on the west side of Broadway, or post a bond acceptable to the City to ensure the construction thereof prior to or concurrent with the recordation of the final plat.

2. Final improvement drawings, including the plat, for the subdivision must be stamped approved by the City Engineer upon review and approval of the City's Development Review Committee (DRC).

Findings for Approval:

1. A plat amendment is required because the minor plat changes the existing Park Lane Commons subdivision plat.
2. The City approved a Project Master Plan (PMP) for Park Lane Commons which was included as part of a supplemental development agreement between the applicant and the City dated June 23, 2014. The minor plat and plat amendment are consistent with the PMP (and Farmington City standards) and will accommodate the development anticipated for this site.
3. The subdivision is consistent with the Farmington City General Plan.

BACKGROUND

On November 1, 2018, the Planning Commission approved the Park Lane Commons Phase 5 subdivision plat consisting of four lots on approximately 3 acres located on the northeast

corner of Station Parkway and Grand Avenue. The plat will include a lot for the McDonald's and lots for other uses consistent with the Park Lane Commons Project Master Plan. Presently, the 3 acres occupies Parcel B (in its entirety) of the Park Lane Commons Subdivision plat and said Parcel/Plat must be amended to make way for Phase 5. Therefore, as a condition of approval of Park Lane Commons Phase 5, the Commission stipulated the City must approve the plat amendment to accommodate this phase.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

Farmington City Information

10/26/2018, 2:19:16 PM

Farmington City Boundary

1:4,514

0 0.03 0.06 0.11 mi

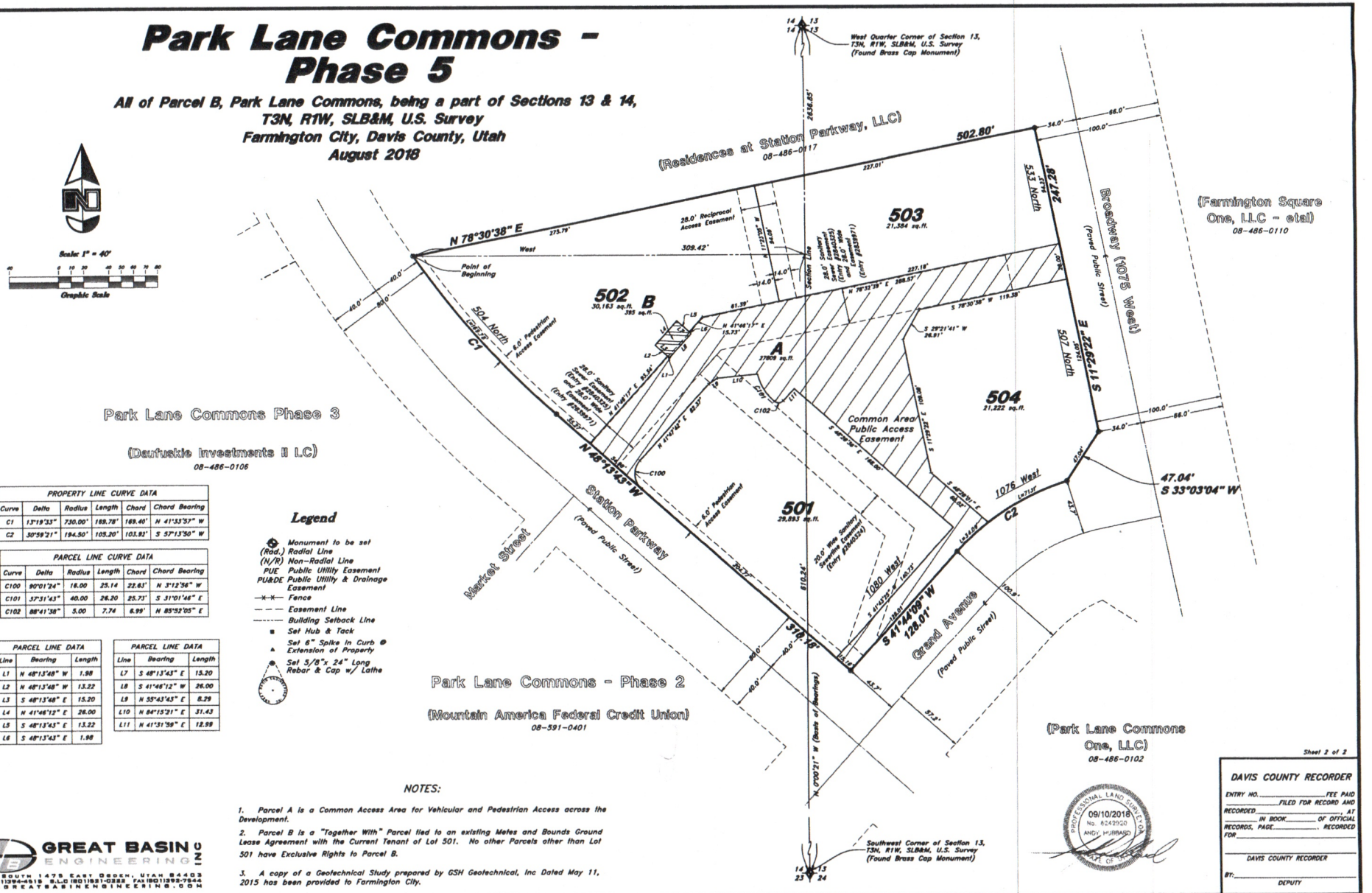
0 0.04 0.09 0.18 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

Farmington City
USDA FSA |

Park Lane Commons - Phase 5

All of Parcel B, Park Lane Commons, being a part of Sections 13 & 14, T3N, R1W, SLB&M, U.S. Survey
Farmington City, Davis County, Utah
August 2018



Scale: 1" = 40'

Graphic Scale

PROPERTY LINE CURVE DATA					
Curve	Delta	Radius	Length	Chord	Chord Bearing
C1	13°19'33"	730.00'	169.78'	169.40'	N 41°33'57" W
C2	30°59'21"	194.50'	105.20'	103.92'	S 57°13'50" W

PARCEL LINE CURVE DATA					
Curve	Delta	Radius	Length	Chord	Chord Bearing
C100	90°01'24"	16.00	25.14	22.63'	N 3°12'56" W
C101	37°31'43"	40.00	26.20	25.73'	S 31°01'46" E
C102	88°41'38"	5.00	7.74	6.99'	N 85°52'05" E

PARCEL LINE DATA		
Line	Bearing	Length
L1	N 48°13'48" W	1.98
L2	N 48°13'48" W	13.22
L3	S 48°13'48" E	15.20
L4	N 41°46'12" E	26.00
L5	S 48°13'43" E	13.22
L6	S 48°13'43" E	1.98

PARCEL LINE DATA		
Line	Bearing	Length
L7	S 48°13'43" E	15.20
L8	S 41°46'12" W	26.00
L9	N 55°43'43" E	8.29
L10	N 84°15'21" E	31.43
L11	N 41°31'59" E	12.99

Legend

- Monument to be set
- (Rad.) Radial Line
- (N/R) Non-Radial Line
- PUE Public Utility Easement
- PU&DE Public Utility & Drainage Easement
- Fence
- Easement Line
- Building Setback Line
- Set Hub & Tack
- Set 6" Spike in Curb @ Extension of Property
- Set 5/8"x 24" Long Rebar & Cap w/ Lathe

NOTES:

1. Parcel A is a Common Access Area for Vehicular and Pedestrian Access across the Development.
2. Parcel B is a "Together With" Parcel tied to an existing Metes and Bounds Ground Lease Agreement with the Current Tenant of Lot 501. No other Parcels other than Lot 501 have Exclusive Rights to Parcel B.
3. A copy of a Geotechnical Study prepared by GSH Geotechnical, Inc Dated May 11, 2015 has been provided to Farmington City.

PROFESSIONAL LAND SURVEYOR 09/10/2018 No. 6242920 ANDY HUBBARD STATE OF UTAH

GREAT BASIN ENGINEERING
5746 South 1475 East Ogden, Utah 84403
Main (801)394-4515 S.L.O (801)521-0255 Fax (801)392-7544
www.greatbasinengineering.com

Sheet 2 of 2

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
_____ FILED FOR RECORD AND RECORDED _____ AT _____
_____ IN BOOK _____ OF OFFICIAL RECORDS, PAGE _____, RECORDED FOR _____

DAVIS COUNTY RECORDER

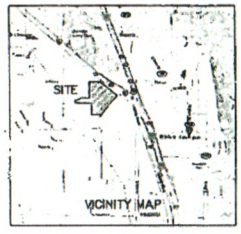
BY: _____
DEPUTY

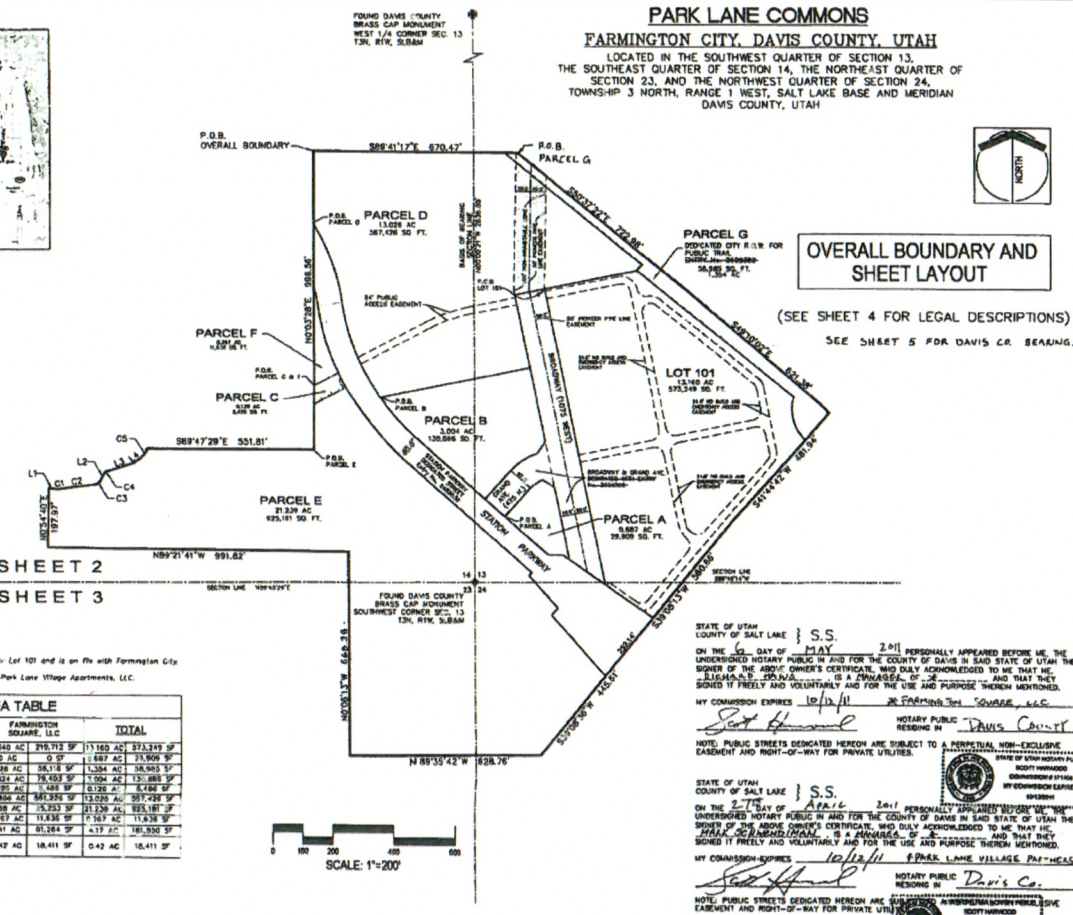
18N906 - AP

PARK LANE COMMONS

FARMINGTON CITY, DAVIS COUNTY, UTAH

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, THE SOUTHEAST QUARTER OF SECTION 14, THE NORTHEAST QUARTER OF SECTION 23, AND THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN DAVIS COUNTY, UTAH





OVERALL BOUNDARY AND SHEET LAYOUT

(SEE SHEET 4 FOR LEGAL DESCRIPTIONS)

SEE SHEET 5 FOR DAVIS CO. BEARINGS

NOTES:

1) Soils report for Lot 101 has been prepared for Lot 101 and is on file with Farmington City.

2) All Sewer Laterals for Lot 101 are owned by Park Lane Village Apartments, LLC.

PARCEL AREA TABLE

PARCEL	DAUFUSKIE INVESTMENTS II, L.C.		FARMINGTON SQUARE, LLC		TOTAL	
LOT 101	8.12 AC	353,737 SF	5.040 AC	219,712 SF	13.160 AC	573,349 SF
PARCEL A	6.887 AC	299,909 SF	0 AC	0 SF	6.887 AC	299,909 SF
PARCEL G	0.27 AC	11,969 SF	1.39 AC	56,116 SF	1.304 AC	68,085 SF
PARCEL B	1.180 AC	51,401 SF	1.824 AC	79,403 SF	3.004 AC	130,886 SF
PARCEL C	0 AC	0 SF	0.135 AC	5,685 SF	0.135 AC	5,685 SF
PARCEL D	0.140 AC	6,365 SF	12.866 AC	561,339 SF	13.030 AC	567,436 SF
PARCEL E	20.44 AC	890,103 SF	0.58 AC	25,253 SF	21.239 AC	925,181 SF
PARCEL F	0 AC	0 SF	11.967 AC	11,835 SF	11.967 AC	11,835 SF
STATION PKWY	2.77 AC	120,586 SF	1.41 AC	61,264 SF	4.17 AC	181,850 SF
ADDITIONAL GAS LINE EASEMENT	0 AC	0 SF	0.42 AC	18,411 SF	0.42 AC	18,411 SF

BASELINE SURVEYING, Inc

1054 East 3100 South
Salt Lake City, UT 84106
(801) 301-7152

SURVEYORS CERTIFICATE

I, RUSSELL E. CAMPBELL, DO HEREBY REPRESENT THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 316833 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH AND I HAVE MADE A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY. THE PURPOSE OF THIS SURVEY IS TO MARK THE BOUNDARY OF THE BELOW DESCRIBED PROPERTY IN THE FIELD WITH A REBAR AND CAP AT EACH PROPERTY CORNER AND PREPARE THIS MAP SHOWING THE SURVEY, THE INFORMATION AROUND THE PROPERTY AND THE TOTAL AREA.

RUSSELL E. CAMPBELL, Utah PLS 316833 — DATE 4/19/2011

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT THE OWNER OF THE HEREON DESCRIBED TRACTS OF LAND HEREBY CAUSES THE SAME TO BE DIVIDED INTO A LOT, PARCELS, AND STREETS TOGETHER WITH ALL INGRESS AND EGRESS EASEMENTS, AS DEPICTED OR DESCRIBED ON THIS PLAT, HEREINAFTER TO BE KNOWN AS

PARK LANE COMMONS

AND DO HEREBY DEDICATE THE STREETS AS INDICATED HEREON AND TRAIL (PARCEL G) FOR PERPETUAL USE OF THE PUBLIC. THE UNDERSIGNED FURTHER CONSENTS TO THE RECORDATION OF THIS PLAT IN ACCORDANCE WITH UTAH STATE LAW.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HAND(S) THIS _____ DAY OF _____ A.D., 20__

BY: DAUFUSKIE INVESTMENTS II, L.C. — BY: FARMINGTON SQUARE, LLC

BY: PARK LANE VILLAGE PARTNERS LLC — BY: FARMINGTON CITY

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

ON THE 26th DAY OF April 2011 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COUNTY OF DAVIS IN SAID STATE OF UTAH THE SIGNER OF THE ABOVE OWNER'S CERTIFICATE, WHO DULY ACKNOWLEDGED TO ME THAT HE, K. Floyd Boyd IS A Manager OF Daufuskie Investments II, LC AND THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USE AND PURPOSE THEREIN MENTIONED.

MY COMMISSION EXPIRES 10-22-11 — NOTARY PUBLIC RESIDING IN Davis County

NOTE: PUBLIC STREETS DEDICATED HEREON ARE SUBJECT TO A PERPETUAL NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY FOR PRIVATE UTILITIES.

JIM C MORRIS
NOTARY PUBLIC - STATE OF UTAH
2913 W 1925 S
SYRACUSE, UT 84075
COMM. EXP. 10-22-2011

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

ON THE 4 DAY OF May 2011 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COUNTY OF DAVIS IN SAID STATE OF UTAH THE SIGNER OF THE ABOVE OWNER'S CERTIFICATE, WHO DULY ACKNOWLEDGED TO ME THAT HE, Scott Harwood IS A Member OF Farmington City AND THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USE AND PURPOSE THEREIN MENTIONED.

MY COMMISSION EXPIRES 12/13/2011 — NOTARY PUBLIC RESIDING IN Davis County

NOTE: PUBLIC STREETS DEDICATED HEREON ARE SUBJECT TO A PERPETUAL NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY FOR PRIVATE UTILITIES.

MOLLY GADD
NOTARY PUBLIC - STATE of UTAH
1307 NORTH 1000 WEST
FARMINGTON, UT 84025
COMM. EXP. 12/13/2011

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

ON THE 6 DAY OF MAY 2011 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COUNTY OF DAVIS IN SAID STATE OF UTAH THE SIGNER OF THE ABOVE OWNER'S CERTIFICATE, WHO DULY ACKNOWLEDGED TO ME THAT HE, RICHARD POVA IS A MANAGER OF Farmington Square, LLC AND THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USE AND PURPOSE THEREIN MENTIONED.

MY COMMISSION EXPIRES 10/2/11 — NOTARY PUBLIC RESIDING IN Davis County

NOTE: PUBLIC STREETS DEDICATED HEREON ARE SUBJECT TO A PERPETUAL NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY FOR PRIVATE UTILITIES.

STATE OF UTAH NOTARY PUBLIC SCOTT HARWOOD COMMISSION # 571406 MY COMMISSION EXPIRES 10/12/2011

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

ON THE 27th DAY OF April 2011 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COUNTY OF DAVIS IN SAID STATE OF UTAH THE SIGNER OF THE ABOVE OWNER'S CERTIFICATE, WHO DULY ACKNOWLEDGED TO ME THAT HE, HALF SCHMIDTMAN IS A MANAGER OF Park Lane Village Partners, LLC AND THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USE AND PURPOSE THEREIN MENTIONED.

MY COMMISSION EXPIRES 10/12/11 — NOTARY PUBLIC RESIDING IN Davis Co.

NOTE: PUBLIC STREETS DEDICATED HEREON ARE SUBJECT TO A PERPETUAL NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY FOR PRIVATE UTILITIES.

STATE OF UTAH NOTARY PUBLIC SCOTT HARWOOD COMMISSION # 571406 MY COMMISSION EXPIRES 10/12/2011

FARMINGTON CITY, UTAH

SHEET 1 OF #5

IRRIGATION COMPANY APPROVAL

APPROVED THIS 5th DAY OF May A.D., 2011

BY Weber Basin Water Conservancy District

BY _____

SEWER DISTRICT APPROVAL

APPROVED THIS 26 DAY OF April A.D., 2011

BY THE CENTRAL DAVIS SEWER DISTRICT.

BY Jill S. Houston

PLANNING COMMISSION

APPROVED THIS 25 DAY OF April A.D., 2011

BY THE FARMINGTON CITY PLANNING COMMISSION.

CHAIRMAN, FARMINGTON CITY PLANNING COMM.

FARMINGTON CITY ENGINEER

APPROVED THIS 27th DAY OF APRIL A.D., 2011

BY THE FARMINGTON CITY ENGINEER

FARMINGTON CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 4th DAY OF May A.D. 2011

FARMINGTON CITY ATTORNEY

CITY COUNCIL APPROVAL

PRESENTED TO FARMINGTON CITY COUNCIL THIS 4th DAY OF May A.D., 2011 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

Holly Gadd — FARMINGTON CITY RECORDER

Scott C. Harwood — MAYOR

DAVIS COUNTY RECORDER

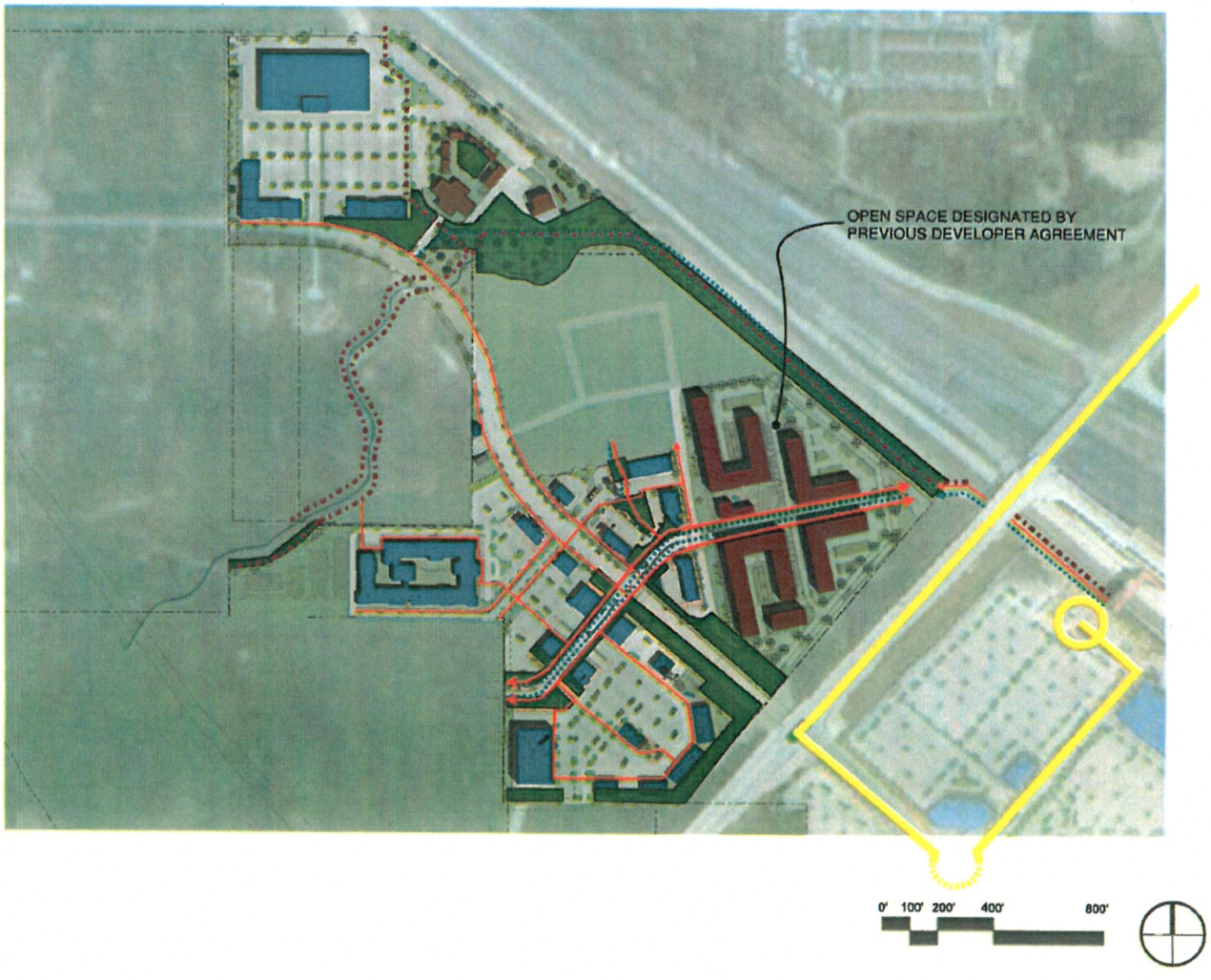
ENTRY NO 2598621 FEE PAID $ 188.00

FILED FOR RECORD AND RECORDED THIS 13th DAY OF May 2011 AT PAGE 657 IN BOOK 5272 OF OFFICIAL RECORDS

DAVIS COUNTY RECORDER

BY Kerri Gadd, Recorder

DEPUTY RECORDER



Park Lane Commons
Farmington, Utah
MAY 2014

PARK LANE COMMONS

LEGEND

- PEDESTRIAN CONNECTIONS
- BICYCLE CONNECTIONS
- BUS ROUTE
- PEDESTRIAN TRAIL SYSTEM
- OPEN SPACE

ADDITIONAL OPEN SPACE WILL BE COMPRISED OF LANDSCAPING AROUNI PERIMETER OF BUILDING FOOTPRINTS

CCIM PARTNERS THE HAWS COMPANIES

ARCHITECTURAL nexus

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Neil Miller, Parks and Recreation Director, Sylvia Clark, Pool Manager

Date: October 18, 2018

SUBJECT: To change Pool Rental fee.

RECOMMENDATION

Change the Pool Rental Fee $400 for Residents and $500 for Non-Residents.

BACKGROUND

The current pool rental rate is $350 for Residents and $450 for Non-Residents. We would like to raise the fee for Residents and Non-Residents by $50.

The past 2018 Season we had 79 days available for reservation 76 of those days were reserved. We had 66 resident parties and 10 non-resident parties.

The cost to operate the pool for the 3.5 hours during the reservation cost on average $300.

We feel that this move would not have any affect on the turnout or desire to rent the pool.

Respectfully Submitted

Neil Miller

Parks and Recreation Director

Review and Concur

Keith Johnson

Assistant City Manager

RESOLUTION NO. 2018-

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE CONSOLIDATED FEE SCHEDULE RELATED TO POOL RENTALS

WHEREAS, the City Council has reviewed the Consolidated Fee Schedule and has determined that the same should be amended as provided herein; and

WHEREAS, the City Council, upon recommendation from the City's Administrative staff, has determined that amendment of the Consolidated Fee Schedule is necessary to increase the fee for swimming pool rentals.

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

Section 1. Amendment. The Farmington City Consolidated Fee Schedule is hereby amended to include an increase in the fee for swimming pool rentals. See exhibit "A" attached.

Section 3. 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 shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, ON THIS 13TH DAY OF NOVEMBER, 2018.

FARMINGTON CITY

ATTEST:

_____
Mayor H. James Talbot

_____
Holly Gadd, City Recorder

Exhibit "A"

Community Arts Center Cancellation Fee

If a resident cancels a reservation previously scheduled for use of the Community Arts Center within the 30-day period prior to the scheduled event, a cancellation fee will be charged.

hr.

Cancellation Fee will be	$	50.00

***Swimming Pool**

Daily General Admission	$	4.00
Youth (3 and Under)		Free
Senior Citizens (65 and older)	$	3.00

Punch Passes

20 punches (Resident)	$	64.00
20 puncehs (Nonresident)	$	70.00
20 punches - Seniors	$	50.00
20 punches - City Employees, full-time, permanent part-time, including fire fighters and elected officials.	$	30.00

Season Passes

Resident Individual	$	50.00
Resident Family Early Bird (Until First Friday of May)	$	125.00
City Employees - full & permanent part-time including firefighters & elected officials	$	25.00
Resident Family (After First Friday of May)	$	150.00
Non-resident Individual	$	75.00
Non-resident Family	$	175.00

A family pass is for 5 people, ages 3 and under are free and do not count towards the five people. Each person over a total number of 5 is an additional $10.00.

Lap Swim/Water Aerobics

Lap Swim	$	3.00
20 Punches - Resident	$	45.00
20 Punches - Non-resident	$	50.00

Pool Rental

Resident Fee	~~$ 350.00~~	$ 400.00
Nonresident	~~$ 450.00~~	$ 500.00

FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ray White, Public Works Director

Date: October 22, 2018

SUBJECT: SURPLUS PROPERTY - TRAILER

RECOMMENDATION

Request that the City Council declare the following trailer as surplus and allow us to sell it.

BACKGROUND

Unit # 908 Home Build 20' Trailer with ramp VIN # UTT 25334

We recommend that this trailer be sold because it is damaged.

Respectfully Submitted,

Ray White
Public Works Director

Review and Concur

Keith Johnson
Assistant City Manager

160 S MAIN • P.O. BOX 160 • FARMINGTON, UT 84025
PHONE (801) 451-2383 • FAX (801) 451-2747
www.farmington.utah.gov

Cathy Rice

From: FarmingtonUT <wo@iworq.net>
Sent: Thursday, October 18, 2018 1:16 PM
To: crice@farmington.utah.gov
Subject: FarmingtonUT Fleet Info # 908

hello please make a surplus letter for council this trailer is damaged.

Fleet Information

Fleet ID	908
Fleet Name	908
Year	0
Make	HOME BUILD 20' W/RAMP
Model	
Type	
VIN #	UTT 25334
License #	72948EX
Fuel	
Department	PW
Purchase Price	0.00
Status	operative
PO Cost	
PO #	
Mileage	0
Hours	0

Scheduled Maintenance

Maintenance Type	Mileage Interval	Hours Interval	Day Interval	Next Mileage	Next Hours	Next Date
Yearly Service	0	0	365	0	0	9/1/2018

Maintenance Work Order History

WO #	Request Date	Maintenance Type	Description	Mileage	Hours	Completed Date	Total Cost
5064	8/30/2017	Yearly Service	yearly service	0	0	9/1/2017	$30,000,002,987,205,000.00
3744	8/15/2016	Repair as requested	safety chain hooks are gone	0	0	8/25/2016	$30,000,002,987,205,100.00
3367	5/9/2016	Yearly Service	yearly service	0	0	5/10/2016	$30,000,002,987,205,000.00
						Total Cost	$90,000,008,961,615,100.00

Assigned Parts

Part	Part #	Category	Vendor	Description
5/16 safety chain	K-SC51636G30	General	Wasatch Trailer Sales Inc.	5/16 chain clevis slip hook w/ latch 36"
Bearing set	A4	General	carquest	Bearing & Race
connector	58141	General	carquest	trailer plug
dust cap	K-46749	General	Wasatch trailer sales	dust cap
ST225/75R-15/10	133387	General	LESSCHWAB	tire

CITY COUNCIL AGENDA

For Council Meeting:
November 13, 2018

S U B J E C T: ISO

ACTION TO BE CONSIDERED:

Discussion Only.

GENERAL INFORMATION:

Guido Smith, Fire Chief will be making this presentation.

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

1000 Bishops Gate Blvd. Ste 300
Mt. Laurel, NJ 08054-5404

t1.800.444.4554 Opt.2
f1.800.777.3929

September 24, 2018

Mr. David Millheim, City Manager
Farmington FPSA
160 S Main St
Farmington, Utah, 84025

RE: Farmington Fpsa, Davis County, Utah
Public Protection Classification: 03/3X
Effective Date: January 01, 2019

Dear Mr. David Millheim,

We wish to thank you and Mr. Guido Smith for your cooperation during our recent Public Protection Classification (PPC) survey. ISO has completed its analysis of the structural fire suppression delivery system provided in your community. The resulting classification is indicated above.

If you would like to know more about your community's PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

ISO's Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers – including the largest ones – use PPC information as part of their decision- making when deciding what business to write, coverage's to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO's information on public fire protection may depend on several things – the company's fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently graded as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9."
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B."

- Communities graded with single "9" or "8B" classifications will remain intact.
- Properties over 5 road miles from a recognized fire station would receive a class 10.

PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes please call us at 1-800-444-4554, option 2 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

Sincerely,

Alex Shubert

Alex Shubert
Manager -National Processing Center

cc: Mr. Larry Famuliner, Water Superintendent, Farmington City Water
Ms. Dee Bird, Communications Supervisor, Davis Co Sheriffs Office Communications Center
Mr. Guido Smith, Fire Chief, Farmington Fire Department

CITY COUNCIL AGENDA

For Council Meeting:
November 13, 2018

S U B J E C T: City Manager Report

1. Building Activity Report for September

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

Month of Septembr 2018	BUILDING ACTIVITY REPORT - JULY 2018 THRU JUNE 2019				
RESIDENTIAL	**PERMITS THIS MONTH**	**DWELLING UNITS THIS MONTH**	**VALUATION**	**PERMITS YEAR TO DATE**	**DWELLING UNITS YEAR TO DATE**
NEW CONSTRUCTION **********					
SINGLE FAMILY	8	8	$2,219,297.81	281	281
DUPLEX	0	0	$0.00	0	0
MULTIPLE DWELLING	0	0	$0.00	2	38
CARPORT/GARAGE	0		$0.00	18	
OTHER RESIDENTIAL	0	0	$0.00	15	2
SUB-TOTAL	8	8	$2,219,297.81	316	329
REMODELS / ALTERATION / ADDITIONS **********					
BASEMENT FINISH	3		$52,067.00	63	
ADDITIONS/REMODELS	2		$146,253.87	66	
SWIMMING POOLS/SPAS	2		$80,528.00	25	
OTHER	32		$368,216.72	519	
SUB-TOTAL	39		$647,065.59	673	
NON-RESIDENTIAL - NEW CONSTRUCTION **********					
COMMERCIAL	3		$265,000.00	14	
PUBLIC/INSTITUTIONAL	0		$0.00	7	
CHURCHES	0		$0.00	1	
OTHERS	0		$0.00	21	
SUB-TOTAL	3		$265,000.00	49	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL **********					
COMMERCIAL/INDUSTRIAL	0		$0.00	48	
OFFICE	1		$60,000.00	19	
PUBLIC/INSTITUTIONAL	0		$0.00	1	
CHURCHES	0		$0.00	0	
OTHER	0		$0.00	4	
SUB-TOTAL	1		$60,000.00	72	
MISCELLANEOUS - NON-RESIDENTIAL **********					
MISC.	0		$0.00	76	
SUB-TOTAL	0		$0.00	76	
TOTALS	51	8	$3,191,363.40	1186	329

CITY COUNCIL AGENDA

For Council Meeting:
November 13, 2018

S U B J E C T: Mayor Talbot & City Council Reports

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