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 regulating plan flexibility, mixed use parking and 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, July 2, 2013, 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 HEARING:

7:05 Local Consent for Twigs Station Park, LLC for a Full-Service Restaurant Liquor License

SUMMARY ACTION:

7:15 Minute Motion Approving Summary Action List

1. Approval of Minutes from June 18, 2013
2. Road Overlays for FY14
3. Richards Rock Mill Nomination to Farmington City Historic Landmarks Register
4. Award of Bid for Water Line Replacement and New Roads
5. Adoption of Uniform Construction Codes

NEW BUSINESS:

7:20 Solid Waste Collection Agreement

7:30 Wetland Study Results

GOVERNING BODY REPORTS:

7:45 City Manager Report

1. Police and Fire Monthly Activity Reports for May
2. Lighting Evaluation
3. EDCU Project Incentive

7:55 Mayor Harbertson & City Council Reports

1. Farmington Area Baseball League (FABL) Agreement

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session for potential litigation.

DATED this 27th day of June, 2013.

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:
July 2, 2013

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

It is requested that Council Member Cory Ritz give the invocation/opening comments to the meeting and it is requested that Council Member Cindy Roybal 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:
July 2, 2013

PUBLIC HEARING: Local Consent for Twigs Station Park, LLC for a Full-Service Restaurant Liquor License

ACTION TO BE CONSIDERED:

1. Hold the public hearing.

2. Approve the Local Consent form for the State of Utah Full-Service Restaurant Liquor License.

GENERAL INFORMATION:

See enclosed staff report prepared by Ken Klinker.

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

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: June 3, 2013

SUBJECT: **Local Consent For Twigs Station Park, LLC for a Full-Service Restaurant Liquor License**

RECOMMENDATION

1. Hold a Public Hearing as Required by City Code.
2. Approve the Local Consent form for the State of Utah Full-Service Restaurant Liquor License

BACKGROUND

Twigs Station Park, LLC is applying to the State of Utah for a Full-Service Restaurant liquor license to allow them to sell liquor at Twigs Bistro and Martini Bar to be located at Station Park. In order to receive this license, they are required to get "Local Consent" from the local community. They have submitted the form for local consent which will be attached to their application to the state if approved by the Council.

Farmington City Ordinance Section 6-5-160 Processing of Application; Local Consent, requires a request in writing, a copy of their Farmington Business License, evidence of proximity to any school, church, public library, playground or park, proof of insurance, authorization for police and other officials to enter the premises, and a floor plan showing where they will keep, store and sell liquor. The required information has been provided.

Respectfully submitted,

Ken Klinker
Planning Department

Review and 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

FULL-SERVICE RESTAURANT LIQUOR LICENSE

Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission (1) to issue an on-premise alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcoholic product on the premises of the applicant; and (2) to authorize a variance reducing the proximity requirements

AUTHORITY: Utah Code 32B-1-202; 32B-5-201 through 203; 32B-5-205 and -206

Farmington, [X] City [ ] Town [ ] County
Local business license authority

hereby grants its consent to the issuance of a full-service restaurant liquor license to:

Business Name (DBA): Twigs Station Park, LLC.

Applicant Entity/Business Owner: Jeff Blackwell

Location Address: 870 W. Fourbush Pl. Space B-130 Farmington, UT 84025

Authorized Signature

Name/Title

Date

LOCAL CONSENT FOR PROXIMITY VARIANCE

In accordance with Utah Code 32B-1-202, the local authority also grants consent to a variance regarding the proximity of this establishment relative to a public or private school, church, public library, public playground, or park.

Authorized Signature

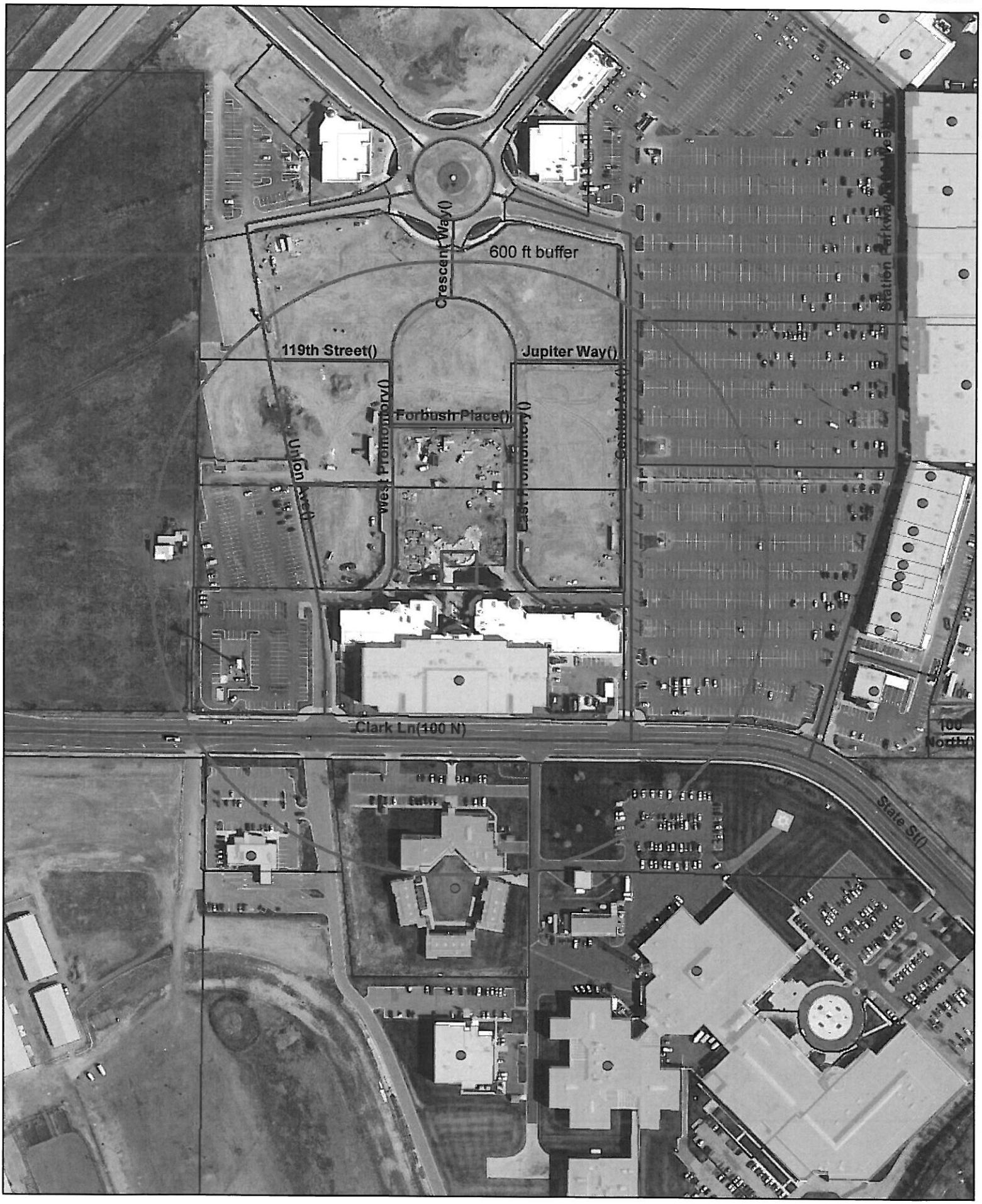
Name/Title

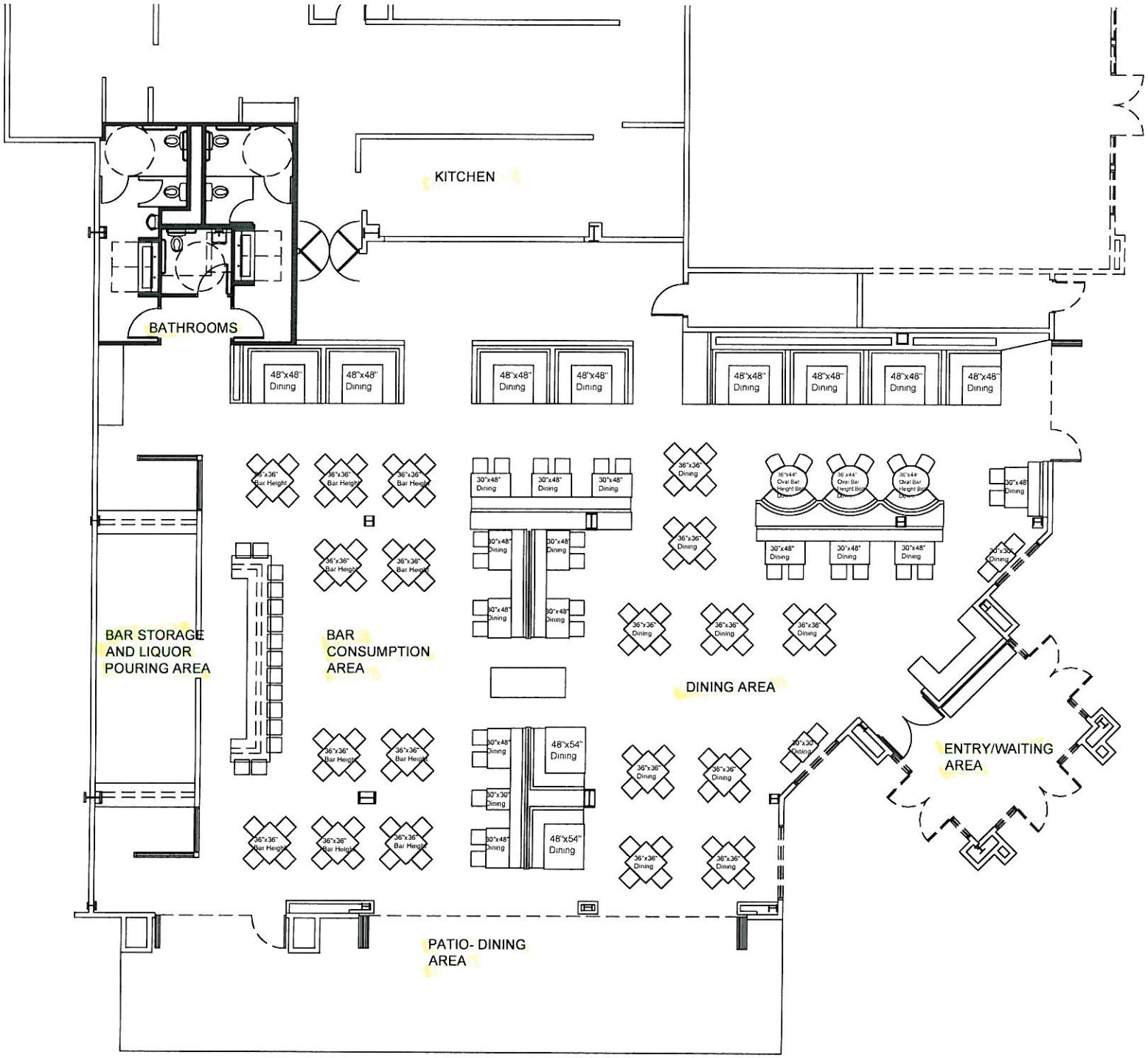
Date

This is a suggested format. A locally produced city, town, or county form is acceptable. Local consent may be faxed to the DABC at 801-977-6889 or mailed to: Department of Alcoholic Beverage Control, PO Box 30408, Salt Lake City, UT 84130-0408
DABC Local Consent 1/2012

Farmington City

Date: 4/16/2013




KITCHEN
BATHROOMS
48"x48" Dining
BAR STORAGE AND LIQUOR POURING AREA
36"x36" Bar Height
BAR CONSUMPTION AREA
30"x48" Dining
36"x36" Dining
36"x44" Oval Bar Height Bar Dining
48"x54" Dining
30"x30" Dining
DINING AREA
ENTRY/WAITING AREA
PATIO- DINING AREA

TWIGS-1 OP ID: PM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Wheat & Associates Insurance
P.O. Box 3548
Spokane, WA 99220-3548
Zac Wheat

Phone: 509-922-2937
Fax: 509-922-4103

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Co	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Twigs Station Park, LLC
870 W Fourbush PL SP B-130
Farmington, UT 99218

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			ECP0190790	03/26/2013	03/26/2014	EACH OCCURRENCE	$	2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	2,000,000
							GENERAL AGGREGATE	$	4,000,000
							PRODUCTS - COMP/OP AGG	$	4,000,000
							Liquor	$	1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$	
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $			ECP0190790	03/26/2013	03/26/2014	EACH OCCURRENCE	$	1,000,000
							AGGREGATE	$	
								$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	
							E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of insurance for operations of named insured for teh business located at: 870 W Fourbush PL Space B-130 Farmington, UT 99218

CERTIFICATE HOLDER

Department of Alcoholic Beverage Control
1625 S 900 W
Salt Lake City, UT 84104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Qâl Restaurant Group, Inc.

5/22/13

To Whom It May Concern:

We permit any authorized representative of the Commission, City, City Police Department or Health Department unrestricted right to enter our business premises.

Twigs Station Park, LLC.
Twigs Bistro and Martini Bar
870 W. Fourbush Pl.
Space B-130
Farmington, UT 84025

Thank you and if you have any questions please contact me.

Stephanie Melland
Office Manager
Twigs Bistro and Martini Bar
Phone: 509-466-4800
Fax: 509-466-8933

Report Criteria:
License Type.License Type = "Beer"
Business.License Status = Active

	Origination Date	Bus Name	Location	Bus Phone1	License Type
A	03/14/2011	Harmons Station Park	200 N. Station Parkway	801-928-2600	Beer
B	01/01/1981	Lagoon Corporation	375 N. Lagoon Drive	801-451-8033	Beer
B	01/02/1989	Lagoon RV Park & Campground	135 S. Lagoon Drive	801-451-8000	Beer
B	06/28/2001	Legacy Events Center	151 South 1100 West	801-451-7811	Beer
A	01/01/1991	Maverik Inc. #230	957 W Shepard Lane	801-451-9160	Beer
B	02/08/1979	Oakridge Country Club	1492 W Shepard Lane	801-451-2229	Beer
A	05/31/2007	Park Lane Chevron	697 N Lagoon Drive	801-451-8311	Beer
B	03/15/2012	Parkstone Wood Kitchen & Bar	Station Park, Suite G150	949-305-6300 x	Beer
B	02/23/2012	Settebello Pizzeria Napoletana	895 W. East Promontory	801-652-8727	Beer
A	01/01/1988	Smith's Food Store #135	1316 N Highway 89	801-451-0581	Beer
B	04/24/2013	Steel Fist Fight Night, LLC	Legacy Events Center		Beer — Temp
B	09/07/2012	Sushi Monster LLC	935 West Promontory Suite G130	904-607-7339	Beer
B	07/08/2011	The Main Events Concessions & Caterin	151 S. 1100 West	801-564-1091	Beer
B	11/07/2012	Throttle 215 MX Park	151 South 1100 West	801-292-1492	Beer — Temp
A	06/08/2006	Top Stop Convenience Store	35 South 100 East	801-451-0066	Beer

////

CITY COUNCIL AGENDA

For Council Meeting:
July 2, 2013

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from June 18, 2013
2. Road Overlays for FY14
3. Richards Rock Mill Nomination to Farmington City Historic Landmarks Register
4. Award of Bid for Water Line Replacement and New Roads
5. Adoption of Uniform Construction Codes

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

FARMINGTON CITY COUNCIL MEETING
Tuesday, June 18, 2013

WORK SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Cindy Roybal, Jim Talbot and Jim Young, City Manager Dave Millheim, City Finance Director Keith Johnson, Deputy Recorder DeAnn Carlile and Recording Secretary Cynthia DeCoursey

Resolution amending the Annual Budget for Fiscal Year ending June 30, 2013 and adopting the Annual Budget for Fiscal Year ending June 30, 2014

Keith Johnson presented information regarding the Annual Budget for the Fiscal Year ending June 30, 2013 and the Fiscal Year ending June 30, 2014.

Award of Bid for Garbage Collection

Mayor Harbertson was pleased that Robinson Waste's bid was lower than the other three companies. He said the City receives very few calls related to garbage collection which probably indicates that residents are satisfied. **Steve Robinson** thanked the City for its business and said they will continue to provide high quality service.

REGULAR SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Cindy Roybal, Jim Talbot and Jim Young, City Manager Dave Millheim, City Finance Director Keith Johnson, Deputy Recorder DeAnn Carlile and Recording Secretary Cynthia DeCoursey

CALL TO ORDER:

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

The invocation was offered by **John Bilton** and the Pledge of Allegiance was led by local Boy Scout **Jeremy Evans**.

Mayor Harbertson welcomed several candidates for Mayor and City Council – John Bowker (for Mayor) and David Stringfellow and Kristen Harbertson (for the Council). He also said that a candidate orientation was held.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:

Executive Summaries for Planning Commission meetings held May 16th & May 30th 2013

The Summaries were included in the staff report. The **Mayor** asked if the metes and bounds issue on 386 North 100 East had been resolved; the City Manager did not know.

PUBLIC HEARINGS:
Resolution amending the Annual Budget for the Fiscal Year ending June 30, 2013 and adopting the Annual Budget for the Fiscal Year ending June 30, 2014

Keith Johnson thanked the **Mayor** and the Council for the many hours they spent reviewing the Budget. Highlights of the Fiscal Year 2013 Budget include:

- An increase in the General Fund of $1,282,000;
- A 7% increase in Sales Tax;
- Building permit revenues of $835,000;
- A transfer of $500,000 from the General Fund to the Park Fund;
- The first tax increment payment from the Station Park RDA will be divided among the General Fund, reimbursement to the City for paving and striping Clark Lane, and Lagoon for train station improvements.

Highlights of the Fiscal Year 2014 Budget include:

- No tax increase;
- The General Fund will decrease approximately $792,000;
- 5 new positions will be added;
- Operational expenditures will increase by approximately 5.4%;

Public Hearing opened at 7:24 p.m.

David Stringfellow, 2068 Sharpshooter Court, said that in the future he would like to see additional details regarding the City's expenses.

Public Hearing closed at 7:26 p.m.

Mayor Harbertson complimented staff for their efforts. When he was elected as mayor, he was very concerned about the City's tax base. Residential growth was strong, but the City needed to be able to sustain that growth without raising property taxes. Because of the Station Park project, the need for a tax increase was eliminated.

Motion:

John Bilton made a motion to adopt the Resolution amending the Budget for the Fiscal Year ending June 30, 2013; adopting the Budget for the Fiscal Year ending June 30, 2014; adopting a compensation schedule for City officials and employees; and adopting a property tax levy for the Fiscal Year ending June 30, 2014 with tax rate of .002311. He also directed staff to meet with the Davis County Auditor for clarification on the tax rate (related to the valuations). The motion was seconded by **Jim Young** and unanimously approved.

PRESENTATION OF PETITIONS AND REQUESTS:

Award of Bid for Garbage Collection

The **Mayor** explained that staff received bids from four companies, and Robinson Waste, was the lowest bid with rates lower than their 2012 rates.

Motion:

Jim Talbot made a motion to authorize staff to prepare a contract with a 5-year term awarding the bid for garbage collection services to Robinson Waste. The motion was seconded by **Cory Ritz** and unanimously approved.

UDOT - Update on West Davis Corridor (WDC)

Jim Talbot said Farmington residents are very concerned about the WDC, and the Council has signed and submitted several formal documents stating its preferences. He asked if UDOT is truly listening and considering residents' comments. If UDOT chooses the route shown in the Draft EIS, with no access in Farmington, the City will be handcuffed. He complimented UDOT for their willingness to hold public meetings and receive input.

UDOT Official **Randy Jefferies** encouraged residents to visit UDOT's website to obtain information and submit comments during the official 90-day period. They read and evaluate every single comment, and there will be a response to each one in the Final EIS. The current alternatives are better because of the input from residents. UDOT is aware of Farmington's concern, and they evaluated a 950 North interchange, but from a regional standpoint there was no advantage of having an access there. The **Mayor** asked why Kaysville has a regional need, and **Mr. Jefferies** said UDOT uses 5 criteria to evaluate regional mobility needs: (1) daily delay; (2) vehicle miles traveled in congestion; (3) hours traveled in congestion; (4) east-west roads in congestion; and (5) north-south roads in congestion. The volume of traffic on 950 North was 4,000-5,000 vehicles per day while 200 N. in Kaysville had 8,000-9,000 per day. They do plan to have an emergency access in Farmington.

John Bilton asked if this EIS is more complete than the Legacy Parkway EIS was and if there has been a circumstance in which the Draft EIS has changed in a significant way. **Mr. Jefferies** said they learned the importance of following the federal process from the beginning, having early involvement among all stakeholders, providing good documentation of decisions and cost estimates. This project has more complex elements and resource impacts than Legacy Parkway, but there could be changes. UDOT is currently considering a new alternative, "the shared solution" which will also be reviewed. **Cory Ritz** asked if the fact that Farmington has access to Front Runner and Kaysville does not would be considered in relation to regional mobility. **Jim Young** stated that having only an emergency access in Farmington is unacceptable. It is unfair to expect a city to be so heavily impacted by a transportation corridor and yet receive no benefit, and UDOT needs to find a way to have an access in Farmington. **Dave Millheim** said the City is planning a large office park which could bring several thousand jobs to the area, and they plan to

compile a formal list of complaints and/or suggestions related to the EIS. **Mr. Jefferies** commended Farmington for their approach, and they look forward to reading the comments.

SUMMARY ACTION

1. Ratification of Approval of Storm Water Bond Log
2. Approval of Minutes from the May 14, 2013 and June 4, 2013 City Council Meetings
3. Resolution regarding Utah Retirement Systems "pick up" of Member Contributions for Eligible Employees
4. Release of Agreement
5. Delegation of Authority
6. Lease Agreement with Nathan Creer

Motion:

Cory Ritz made a motion to approve the items on the Summary Action List. **John Bilton** seconded the motion which was unanimously approved. **Cindy Roybal** abstained from voting on the minutes of the May 14, 2013 City Council Meeting because she was not in attendance.

CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS

Facility Use Agreement with Farmington Area Baseball League (FABL)

The **Mayor** said there were several changes that needed to be made to the Agreement. There was discussion of related issues, including garbage collection, the amount of the annual deposit, and the duration of the Agreement.

Motion:

John Bilton made a motion to present the Facilities Use Agreement to Farmington Area Baseball League (FABL) as modified with a consideration of $2,000, a deposit of $1,000 and the typographical corrections. The Agreement will be then come back to the City Council for ratification. The motion was seconded by **Jim Young** and unanimously approved.

GOVERNING BODY REPORTS:

City Manager – Dave Millheim

- The May 2013 Building Activity Report was included in the staff report.

- The Steed Place Subdivision formed an HOA which is working on several issues that need to be addressed, including an unkempt parking strip on 200 East.

- The City is planning to replace all of its streetlight bulbs with new lights. Several different types of bulbs have been replaced in a few streetlights throughout the City, and each Council member should visit the lights and list the pros and cons of each type.

- The City has a GIS system which is used for a wide variety of things—mapping water/property lines, zoning lines, etc. For the past 15 months, calls to the Police/Fire Departments were added to the system, and staff found an area (blue cells on the map) which had an exaggerated number of CO calls. The builder was made aware of the problem and has hopefully taken steps to remedy the situation. He encouraged the Council to ask Staff to use the technology which should be used to help the public.

- He receives numerous calls and emails related to traffic issues and suggested that the City might want to adopt speed standards. The **Mayor** said it is a constant issue, and the speed trailer, solar panels, and a radar/speed gun have all helped, but he and the Council agreed that speed bumps do not help. He suggested using the GIS to track traffic calls. **Dave Millheim** liked the suggestion and said he would also encourage residents to attend Town Hall meetings to voice their concerns. **Jim Talbot** said it would be fine to hear from residents on occasion.

Mayor – Scott Harbertson

- A Kaysville resident would like to honor a Farmington woman who began sports for women in Davis County and has passed away. **Jim Talbot** said he is not in favor of naming a field after her, but a plaque would be fine, and he suggested having a Hall of Fame wall in the City Hall. The **Mayor** asked Council Members to email any thoughts they may have.

- He and **Jim Young** will attend the Town Hall meeting on Wed., June 19th.

- He would like to rearrange the Council Member seating periodically.

- The campaign season has begun, and an orientation was held for the candidates.

- Modern Display called the City and said the 4th of July banners are ready.

- A new restaurant will soon open in Station Park—Twig's Bistro and Martini Bar—and he and **Jim Talbot** plan to meet with the restaurant owners on Friday, June 21st to discuss their concerns regarding the name of the restaurant.

City Council

Jim Young

- A resident called him to say that he was unable to access information regarding the flood plain on the City's website, and the City Manager said he would follow up.

Cory Ritz

- He had nothing to report.

John Bilton

- He complimented Fire Chief **Guido Smith** for obtaining a $50,000 grant.

- He asked for an update of developer **Scott Balling's** plan regarding a through road on 450 South, and **Dave Millheim** said he is still fighting for the road not to go through, and staff will be recommending a denial from the Planning Commission.

- Davis County recently made changes to their new Soccer Complex, and he asked if the City had pursued the idea of having a park in the same area and sharing parking facilities. **Dave Millheim** said he was not aware of any changes.

- He expressed appreciation to Water Superintendent **Larry Famuliner** and his staff for the good work they did on **Cal Ferrin's** property.

Jim Talbot

- Several residents expressed appreciation for the trail map which was included in the utility bill mailing.

- He expressed concern regarding letters that were sent to the Council accusing them of misrepresentation or not understanding the facts with regard to development. He feels that the Council makes a great effort to hear the concerns of everyone who is involved, and he would like those types of discussions to continue.

Cindy Roybal:

- She mentioned that on the third Saturday of each month, the Trails Committee organizes a hike, and residents are invited to participate. She suggested that specific information be included in the newsletter.

ADJOURNMENT

Motion:

John Bilton made a motion to adjourn the meeting. The motion was seconded by **Cory Ritz** and unanimously approved. The meeting was adjourned at 9:00 p.m.

_____

DeAnn Carlile, Deputy City Recorder

Farmington City Corporation

DRAFT

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: June 24, 2013

Subject: **ROAD OVERLAYS FOR FY 14.**

RECOMMENDATIONS

Approve the changes to the street project list and approve to have the RDA pay for the improvements to Shepard Lane.

BACKGROUND

As staff was putting in the street projects for FY 14 into the budget notes, we realized that Shepard Lane improvements could be paid for by the US 89 RDA as Shepard Lane is in that project area and can be improved with RDA funds. The RDA paid for the improvements that were made to Shepard Lane several years ago, so it makes sense to go ahead and use RDA funds to pay for the chip and seal now. There is a fund balance of almost $500,000 that could be used for this purpose. See enclosed material. The cost of the improvements to Shepard Lane is around $76,000. This would free up this money to be used for other overlay projects in the City.

Walt and Ray recommend the next road on the list to overlay is Mountain Creek Court 930 N Oakridge Dr. for $21,000 and then they recommend to do $15,000 in crack sealing through out the City and $40,000 for slurry seals on the roads that have been overlayed the last few years as this will seal these roads and make them last longer. The slurry seal is warranted for 5 years.

Even though the budget was just passed, we thought it was important to make this change now, as it would help in maintaining additional streets in the City. We will reflect this change in the budget later in the year when we have a budget hearing and make the amendment to the budget.

Respectfully Submitted,

Keith Johnson,
Assistant City Manager

Review and 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

RDA
US 89 Area

FY 2013

Beginning Balance			568,011
Revenues			
Property Tax		302,320	
Interest		3,000	
GF Loan		0	
Bond Proceeds		0	
	Total Revenues	305,320	
Expenses			
General Administration		11,100	
School District Repayment		22,310	
Recreation - transfer Community Center Basement Bond		64,230	
Bond Payments		226,023	
Loan Payment to GF		0	
Blight for the Maughan property		60,000	
Transfer to RDA Station Park - Bond Pmt Rd to North		0	
Purchase Land - Old Farm		0	
Purchase Land - Welling Property		0	
Restore Facade of corner bldg		0	
	Total Expenses	383,663	
Fund Balance 6/30/13	Unreserved	-78,343	489,668

FY 2014

Beginning Balance			489,668
Revenues			
Property Tax		310,000	
Interest		3,000	
GF Loan		0	
Bond Proceeds		0	
	Total Revenues	313,000	
Expenses			
General Administration		11,100	
School District Repayment		22,000	
Recreation - transfer Community Center Basement Bond		50,000	
Bond Payments		225,660	
Loan Payment to GF		0	
Blight for the Maughan property		0	
Transfer to RDA Station Park - Bond Pmt Rd to North		0	
Purchase Land - Old Farm		0	
Purchase Land - Welling Property		0	
Restore Facade of corner bldg		0	
	Total Expenses	308,760	
Fund Balance 6/30/13	Unreserved	4,240	493,908

Mayor Harbertsen
Farmington City Council Members

Re: Richards Rock Mill Nomination to Farmington City Historic Landmarks Register

June 11, 2013

Dear Farmington City Officials:

The Farmington City Historic Preservation Commission (FCHPC) is pleased to forward its recommendation that the Richards Rock Mill be designated to the Farmington City Historic Landmarks Register.

The Mill's owner, Tom Owens, has requested the nomination as he feels it is one of the most historically and architecturally important landmarks in Farmington, and he would like to see it preserved and protected in the future. His letter is attached.

The nomination was discussed at the May FCHPC meeting. The Preservation Commissioners voted unanimously to approve the nomination and forward it to the City Council for your approval and "adoption of an appropriate ordinance" to designate the building to the Landmarks Register.

Please add this item to your agenda. As per Chapter 39 of the City zoning code, property owners need to be officially notified by Farmington City that they are invited to attend the City Council meeting. Please contact me if you have any questions before the meeting.

Kind regards,

Alysa Revell, Chair
Farmington City Historic Preservation Commission
447-4397 or 801-644-6165 cell
alysa_revell@yahoo.com

Attachments:
Copy of "Chapter 39 Historic Buildings and Sites" for reference to designation procedures
Copy of official request for designation
Copy of main body of Intensive Level Survey performed on the courthouse (eligibility highlighted)

To: Farmington Historic Preservation Commission

Date: May 20, 2013

Dear Commission,

I am the owner of the Historic Richards Grist Mill. I am interested in having the property listed to the Farmington City Historic Landmarks Register and, if possible, the National Register of Historic Places. As you are well aware, the mill has been an important landmark in the city since its initial construction in 1857 to 1860, and the addition made in 1960.

My intent with the mill is to ensure its maintenance and preservation for the long-term future, and I believe listing on the Landmarks Register will go a long way toward meeting that goal. Please let me know when you plan on discussing this so that I can attend and help make a case for the mill's inclusion.

Sincerely,

Tom Owens

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Holly Gadd

Date: June 27, 2013

SUBJECT: **AWARD OF BID**

RECOMMENDATION

Approve the lowest bid and authorize work to begin on July 3rd.

BACKGROUND

The Public Works Department has requested bids for water line replacement and new roads on Bayview Drive and Oakridge Drive. They will be opening the bids on Tuesday (July 2nd) morning and suggesting approval of the lowest bid. In the bid request, Public Works suggested work begin on July 3rd. .

Respectfully Submitted

Holly Gadd

Holly Gadd
City Recorder

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

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Miller, Building Official

Date: June 18, 2013

SUBJECT: AMENDING SECTIONS 10-2-020, 10-2-030, 10-2-040, 10-2-050, 10-2-060, 10-2-080 AND 10-2-112 OF THE FARMINGTON CITY MUNICIPAL CODE, RELATING TO THE ADOPTION OF UNIFORM CONSTRUCTION CODES.

RECOMMENDATION

Approve the enclosed ordinance amending sections 10-2-020 (Building Code), 10-2-030 (Residential Code), 10-2-040 (Plumbing Code), 10-2-050 (Mechanical Code), 10-2-060 (Fuel Gas Code), 10-2-080 (Energy Conservation Code) and 10-2-112 (Property Maintenance Code) for the adoption of the 2012 Building Codes as adopted by the State of Utah pursuant to H.B. 202, H.B. 217 and H.B. 310 of the 2013 general session of the Utah State Legislature.

BACKGROUND

The State Legislature met this year to discuss House Bills 202, 217, and 310. The bills were to update and to change to the 2012 Building Codes. By adopting this new legislation will bring Farmington's Construction Codes into compliance with the State Law that it will take effect on July 1, 2013. Please see attached ordinance.

Respectfully Submitted

Eric Miller
Building Official

Review and 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. _____

AN ORDINANCE OF THE FARMINGTON CITY COUNCIL AMENDING SECTIONS 10-2-020, 10-2-030, 10-2-040, 10-2-050, 10-2-060, 10-2-080 AND 10-2-112 OF THE FARMINGTON CITY MUNICIPAL CODE, RELATING TO THE ADOPTION OF UNIFORM CONSTRUCTION CODES

WHEREAS, the City has previously adopted Title 10 of the Farmington City Municipal Code regarding Building Regulations; and

WHEREAS, the State Legislature has adopted new updates and amendments to the Construction Codes as adopted by the State of Utah pursuant to H.B. 202, H.B. 217, and H.B. 310 of the 2013 General Session of the Utah State Legislature; and

WHEREAS, the City desires to update and amend various provisions of Title 10, Chapter 2, of the Farmington City Municipal Code regarding Construction Codes in accordance with the provisions of H.B. 202, H.B. 217 and H.B. 310 as more particularly provided herein; and

WHEREAS, the City finds that the amendments to Title 10, Chapter 2, regarding Construction Codes, are in the best interest of the public health and safety and will bring Farmington's Construction Codes into compliance with State law requirements;

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

Section 1. **Amendment.** Section 10-2-020 of the Farmington City Municipal Code regarding the Building Code is hereby amended to read in its entirety as follows:

10-2-020. Building Code

The International Building Code (IBC), 2012 Edition, issued by the International Code Council, as adopted and amended by the State of Utah, including Appendix J, is hereby adopted and incorporated herein by reference as the Building Code of Farmington City.

Section 2. **Amendment.** Section 10-2-030 of the Farmington City Municipal Code regarding the Residential Code is hereby amended to read in its entirety as follows:

10-2-030. Residential Code

The International Residential Code (IRC), 2012 Edition, issued by the International Code Council, as adopted and amended by the State of Utah, including

Appendix E (subject to the provisions of Section 10-2-090), is hereby adopted and incorporated herein by reference as the Residential Code of Farmington City.

Section 3. **Amendment.** Section 10-2-040 of the Farmington City Municipal Code regarding the Building Code is hereby amended to read in its entirety as follows:

10-2-040. Plumbing Code

The International Plumbing Code (IPC), 2012 Edition, issued by the International Code Council, as adopted and amended by the State of Utah, is hereby adopted and incorporated herein by reference as the Plumbing Code of Farmington City.

Section 4. **Amendment.** Section 10-2-050 of the Farmington City Municipal Code regarding the Mechanical Code is hereby amended to read in its entirety as follows:

10-2-050. Mechanical Code

The International Mechanical Code (IMC), 2012 Edition, issued by the International Code Council, as adopted and amended by the State of Utah, is hereby adopted and incorporated herein by reference as the Mechanical Code of Farmington City.

Section 5. **Amendment.** Section 10-2-060 of the Farmington City Municipal Code regarding the Fuel Gas Code is hereby amended to read in its entirety as follows:

10-2-060. Fuel Gas Code

The International Fuel Gas Code (IFGC), 2012 Edition, issued by the International Code Council, as adopted and amended by the State of Utah, is hereby adopted and incorporated herein by reference as the Fuel Gas Code of Farmington City.

Section 6. **Amendment.** Section 10-2-070 of the Farmington Municipal Code regarding the Energy Conservation Code is hereby amended to read in its entirety as follows:

10-2-080. Energy Conservation Code.

The International Energy Conservation Code (IECC), 2009 Edition, issued by the International Code Council, as adopted and amended by the State of Utah, subject to Subsection 15A-2-104(2), the HUD Code, and subject to Utah Code § 15A-4-102(1), Appendix E of the 2012 Edition of the International Residential Code, is hereby adopted and incorporated herein by reference as the Energy Conservation Code of Farmington City.

Section 7. **Amendment.** Section 10-2-110 of the Farmington Municipal Code regarding Property Maintenance Code is hereby amended to read in its entirety as follows:

10-2-110. Property Maintenance Code

The International Property Maintenance Code (IPMC), 2012 Edition, issued by the International Code Council, is hereby adopted and incorporated herein by reference as the Property Maintenance Code of Farmington City.

Section 8. **Amendment.** Section 10-2-112 of the Farmington City Municipal Code regarding the Fire Code is hereby amended to read in its entirety as follows:

10-2-112. Fire Code

The International Fire Code (IFC), 2012 Edition, issued by the International Code Council, as adopted and amended by the State of Utah, including Appendices B, F, I, and J and the National Fire Protection Association (NFPA), NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, 2012 Edition, as adopted and amended by the State of Utah, are hereby adopted and incorporated herein by reference as the Fire Code of Farmington City. Local amendments adopted by Farmington City that are in effect on June 30, 2013, imposing requirements relating to automatic sprinkler systems for structures built in accordance with the IRC shall remain in full force and effect and are hereby grandfathered pursuant to Section 301 of the State Fire Code Adoption Act.

Section 9. **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 10. **Effective Date**. In the interest of public health and safety, and in accordance with the effective dates of Uniform Construction Codes as adopted by the State of Utah, this Ordinance shall become retroactively effective on July 1, 2013.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, THIS ____ DAY OF JULY, 2013.

FARMINGTON CITY

By:_____
Mayor Scott C. Harbertson

ATTEST:

_____
Holly Gadd, City Recorder

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Bilton	_____	_____
Councilmember Roybal	_____	_____
Councilmember Ritz	_____	_____
Councilmember Talbot	_____	_____
Councilmember Young	_____	_____

CITY COUNCIL AGENDA

For Council Meeting:
July 2, 2013

S U B J E C T: Solid Waste Collection Agreement

ACTION TO BE CONSIDERED:

Approve enclosed agreement for solid waste collection.

GENERAL INFORMATION:

See enclosed staff report prepared by Keith Johnson.

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

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: June 24, 2013

Subject: **APPROVE SOLID WASTE COLLECTION AGREEMENT.**

RECOMMENDATIONS

Approve enclosed agreement for solid waste collection.

BACKGROUND

The City had received bids for garbage collection and awarded the bid to Robinson Waste at the last City Council meeting. This is the agreement to finalize that bid for the collection of solid waste. As noted in the agreement, this will be a 5 year contract with the ability for the City to extend the agreement if both parties agree.

Respectfully Submitted,

Keith Johnson,
Assistant City Manager

Review and 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

SOLID WASTE COLLECTION AGREEMENT

THIS AGREEMENT, is made and entered into as of the ____ day of July, 2013, by and between FARMINGTON CITY, a Utah municipal corporation, whose address is 160 North Main, Farmington City, Utah, 84025, hereinafter referred to as "City" and Robinson Waste Services, Inc., a Utah corporation, whose address is 2719 North Fairfield Road, Layton, Utah 84041, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Contractor represents that it is fully qualified to provide solid waste collection services within the City; and

WHEREAS, the City is willing to permit Contractor to collect solid waste as defined in this Agreement within the boundaries of the City subject to those requirements and conditions which are set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. COLLECTION OF GARBAGE. Contractor agrees to collect all residential and approved limited non-residential garbage and recyclables and City generated garbage and recyclables and to transport such garbage and recyclables to a Recycle Facility and there to dispose of said solid waste during the term of this Agreement.

2. DEFINITIONS.

a. Approved Garbage Containers. Approved garbage containers shall consist of those containers designated by the City utilizing a "rotationally molded" process or other containers mutually acceptable to Contractor and the City. The containers for residential use are designed specifically for automated collection, and are equipped with wheels for easy movement by residential users.

b. Approved Recycling Containers. Approved recycling containers shall consist of those containers designated by the City utilizing a "rotationally molded" process or other containers mutually acceptable to Contractor and the City. The containers for residential use are designed specifically for automated collection, and are equipped with wheels for easy movement by residential users.

c. Hazardous Materials. Materials and wastes that are hazardous by reason of their pathological, explosive, radiological, or toxic character.

d. Recyclables. Materials that the Recycle Facility and the City determine.

e. Residence. An occupied dwelling unit such as a home, trailer, or multi-family dwelling of four or less units, not including hotels or motels or mobile home trailer parks. Each unit of a multi-family dwelling shall be considered a separate

residence for purposes of billing. A dwelling unit is not occupied if the persons living therein are absent for over 90 continuous days, or are absent for 30 continuous days after notice to the City, whichever period is shorter.

f. Residential Solid Waste. Garbage, rubbish, trash, food wastes, etc. resulting from the normal activities of households.

g. Rubbish and Trash. Combustibles such as paper, wood, yard trimmings, etc., and non-combustibles such as metal, glass, stone, etc.

h. Nonprocessible Waste. Goods and materials which are not residential and/or are prohibited by the disposal facility which items include the following:

i. Any loads the majority of which consists of noncombustible material.

ii. Hazardous waste of any kind.

iii. Any material that when incinerated clearly conducts electricity.

iv. Explosives.

v. Medical or pathological wastes.

vi. Animal or human body parts or remains.

vii. Any materials the majority of which is liquid.

viii. White goods or appliances.

ix. Construction debris of unprocessible proportions.

x. Large metal objects of any kind.

xi. Large sealed containers of any kind.

xii. Motor vehicles or related parts.

xiii. Any item exceeding two feet by two feet by five feet in dimensions.

xiv. Wood having a cross section exceeding nine inches or five feet in length.

xv. Any vehicle containing material that is on fire, "Hot Load."

Nonprocessible waste shall include all of the foregoing and bulky wastes.

i. Commercial User. An enterprise, not a residence, such as a business, association, corporation, manufacturer, hotel, motel, resort, commercial entity, governmental or public entity, church, etc., except for those approved on a limited basis by the City.

j. Commercial Solid Waste. Garbage, rubbish, trash, food wastes, etc. resulting from the normal activities of commercial users.

k. Food Wastes. Animal, vegetable, or mineral derived from the preparation or packaging of foodstuffs.

l. Bulky Wastes. Wastes that are not capable of being stored in the approved automated refuse containers and cannot be picked up by normally used collection vehicles, including items such as appliances, furniture, large tree branches, lawn sod and Christmas trees, etc.

3. SERVICE. All residences and a limited number of approved non-residential sites within the City shall be provided minimum service under this Agreement. In addition, the Contractor will provide special service for handicapped persons or senior citizens not able to handle the approved garbage container. Such special service will be as directed and approved by the City.

4. TERM. The term of this Agreement for automated residential collections shall be for a five-year period, commencing on July 1, 2013. Upon expiration of the five-year term of this Agreement, the City may, at its sole option, do any of the following:

a. Request competitive proposals from contractors;

b. Extend this Agreement in writing upon terms mutually satisfactory to the City and the Contractor for a period not to exceed three years; or

c. Make other arrangements satisfactory to the City.

5. MINIMUM SERVICE. The Contractor shall make at least one weekly garbage collection and at least semi-monthly recyclables collection at all residences within the City on a schedule and route mutually agreed to by the City and the Contractor.

6. HOURS. Collections shall be made during the day-time hours set forth in the approved schedule, subject to such reasonable modifications as the City may grant. All collections shall be made as quietly as possible.

7. LITTER. The Contractor shall not litter premises in the process of making collections. The Contractor shall not be required to collect or clean up material that has not been placed in an approved garbage or recycling container or in a manner herein provided. Further, the Contractor is not required to pick up trash spilled as a direct result of overturning by the resident.

8. UNAPPROVED CONTAINER. The Contractor shall not be required to collect solid waste unless it is in an approved garbage or recycling container, as defined in Paragraph 2, except as otherwise provided for in this Agreement. In the event Contractor finds unapproved containers or containers holding nonprocessible or bulky wastes, the Contractor shall tag such containers as not being in compliance and stating the reasons for such noncompliance. The tag shall be attached to the affected container in a conspicuous place by the Contractor.

9. NONPROCESSIBLE WASTE AND HAZARDOUS MATERIALS. The Contractor shall not be required hereunder to provide haul service for nonprocessible waste. No hazardous materials will be collected by the Contractor unless specifically requested by the resident, approved in advance by the City, and agreed to by the Contractor.

10. COLLECTION EQUIPMENT. The Contractor shall provide an adequate number of vehicles approved by the City for regular collection services, including those vehicles set forth in Exhibit "A" attached hereto and by this reference made a part hereof. Trucks and equipment shall be new or near new and acceptable to the City. All collection equipment shall be kept in good repair, appearance, and in a sanitary condition at all times, properly inspected and meeting State requirements for vehicle equipment. Each vehicle shall have clearly visible on each side the name and telephone number of the Contractor. All of Contractor's equipment shall be provided and maintained in such a manner that it will not scrape, peal, gouge, or otherwise damage the approved garbage or recycling containers. Collection trucks and related equipment must be modern, leak-proof and suitable for garbage and recycling collection.

11. EXCLUSIVE RIGHT. During the term of this Agreement, the Contractor is granted an exclusive right to collect all residential solid waste and recyclables covered by this Agreement and generated within the City.

12. OFFICE. The Contractor shall establish and maintain a local telephone office or such other facilities as necessary and acceptable to the City, through which the Contractor can be contacted where service may be applied for, and complaints can be made. The Contractors local office shall be equipped with sufficient telephones and shall have a responsible person present and in charge during collection hours.

13. HAULING. All solid wastes hauled by the Contractor shall be so contained or enclosed that leaking, spilling, or blowing of the material is prevented. In the event of any spillage by the Contractor, the Contractor shall immediately clean up the litter.

14. TITLE TO WASTE. Title to all waste except hazardous waste shall be vested in the Contractor upon being placed in its vehicle except items which a resident may have inadvertently or unintentionally deposited in a container.

15. DISPOSAL. All solid waste for disposal shall be hauled by the Contractor to the Wasatch Energy System Landfill or Energy Recovery Facility in accordance with law and any applicable regulations. The Contractor shall become familiar with and shall abide by and comply with all rules, regulations, laws, contracts, provisions, etc. related to the use of the above-named facilities or to Contractor's business. Any disposal fees or permit fees at the disposal facility shall be paid by the Contractor except that tipping fee charges to dump residential garbage at the disposal facility shall be the responsibility of the City. Contractor shall not mix residential garbage or recyclables collected within the City with commercial, industrial, institutional garbage or recyclables or any garbage or recyclables from other cities while hauling to the disposal facility.

16. CHARGES, RATES, ETC. The City shall pay the Contractor in accordance with the following monthly charges and rates:

a. Basic Service Charges and Rates:

Standard Residential Rate

(1) One Container - $3.85 per month.

(2) Each additional container - $1.75 per month.

(3) One Recycling Container - $1.93 per month.

Other Charges and Rates

(1) Special Haul Service for Parks and Community Buildings and Facilities. Contractor shall provide weekly waste collection service for all public parks and community buildings and facilities within the City at various City sites shown on Exhibit "B" attached hereto and by this reference made a part hereof, for the sum of $500.00 per month. In addition, upon request from the City, park and other facility dumpsters must also be picked up within 24 hours. Contractor shall pay all tipping fees for all City dumpster loads. In the event additional dumpsters are added to Exhibit "B" after date hereof, Contractor and City shall negotiate an increase in fees mutually satisfactory to the parties to cover the cost of picking up those additional dumpsters.

(2) Contractor shall provide additional services as set forth in Exhibit "C", at the direction of the City and at no additional charge to the City or its residents.

b. Rate Increase/Decrease

The parties acknowledge that fuel costs are a significant factor in the residential collection rates. Therefore, some adjustment to contract pricing based on increased or decreased fuel costs, over the term of the contract, is warranted. The parties agree that a base fuel price for the purpose of establishing the current solid waste collection rate, set forth above, is $3.00 per gallon, which the parties agree is a reasonable estimate of the current average price for diesel fuel in the Wasatch Front Metropolitan area at the time of entry of this Agreement. If at any time during the term of this Agreement the average cost of fuel reaches $2.50 per gallon, then for that reduction, and for each reduction of 10 cents or more, the residential collection rate shall be reduced by 2.5 cents per each 10 cents reduction below $2.50. If, at any time during the term of this Agreement the average cost of fuel exceeds $3.00 per gallon, then for that increase, and for each increase of 10 cents or more, the residential collection rate shall be increased by 2.5 cents per each 10 cent increase above $3.00.

17. LOCATION. All approved garbage containers shall be placed by the customers within 2 feet of the blacktop or in the gutter if curb and gutter is present, and at a location that is readily accessible to the Contractor and its equipment, unless previous arrangements are made

between the Resident and the Contractor. If there are 2 or more containers the containers must be a minimum of 4 feet apart. Access to the containers shall not be blocked and the collection vehicle must have clear access to the containers.

18. COMPENSATION. The City shall pay the Contractor monthly, by the 25th day of the month following the service month. The fees paid to the Contractor will include all City residences as defined herein. This figure will be updated monthly to coincide with the City's billing practices and periodically a copy of said user billing information will be supplied to the Contractor.

19. RESIDENTIAL ACCOUNTS. All residences will be provided with one approved garbage container and one approved recycling container unless vacant for a period of 90 days or more.

20. ROUTES AND SCHEDULES. The Contractor shall provide the City with maps and schedules of collection routes and times and keep such information current at all times. It shall be the customer's responsibility to place his solid waste at the appropriate location for collection before the approved starting hour, which shall be no earlier than 6:00 a.m. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall so notify customers affected by the schedule change through a written notice left at each residence not less than two weeks prior to the change. Due to landfill or disposal facility closure on New Years Day, Thanksgiving Day and Christmas Day no waste collection will be done on these designated days. The waste will be picked up one day later for the affected days. Should the landfill or disposal facility add additional closure days in the future, the Contractor shall not be required to provide collection service on the additional closure days, but waste will be picked up one day later for the affected days.

21. CHRISTMAS TREE PICK-UP. Contractor shall provide a one-time Christmas tree pick-up on the second Saturday following New Year's Day without charge to the City.

22. COMMERCIAL COLLECTIONS. The Contractor may deal directly with business, commercial, industrial and institutional establishments, and all sums collected by it from such establishments shall belong to Contractor as its compensation and shall not be accounted for by it to the City. The City, however, does not, by this Agreement purport to grant to Contractor the exclusive right to collect and dispose of such business, commercial, industrial, and institutional garbage and/or recyclables, the same being a matter of negotiation and individual agreement with said contributors. In the event the Contractor shall handle such business, commercial, industrial, or institutional garbage and/or recyclables, it shall be required to obtain a City Business License and to comply with all applicable Ordinances and regulations with respect to the hauling and disposal thereof. Notwithstanding the foregoing, the City hereby reserves the right to allow certain small non-residential customers whose needs do not exceed two (2) City-approved containers to be included under the terms of the contract for garbage and/or recycling collection and disposal services between the Contractor and the City. Such customers will be specifically approved by the City upon the basis that they do not generate more garbage than a typical single family residence.

23. COMPLAINTS. In the event the City shall have any complaints with the service of the Contractor or with its facilities or operations, or if any legitimate complaint from a

resident against the Contractor relating to services is received, the City shall notify the Contractor of any complaint and the contractor shall correct the same immediately. In the event any needed correction is not made or any legitimate complaint is not remedied in a timely manner, the City may terminate this contract upon giving ten (10) days written notice in advance of such termination.

However, if the Contractor feels the order of the City is unreasonable, it shall nevertheless change its mode of operation to conform to the City's notice, but may have a reasonable period of time, consistent with the seriousness of the complaint, but not to exceed 10 days, in which to request a hearing before the City Council. The performance of this service shall not be done in a manner which will constitute a nuisance within the City.

Contractor shall provide a local phone number to receive complaints. All complaints shall be resolved within 24 hours. The Contractor shall supply the City, on a monthly basis, with copies of all complaints in a form approved by the City and indicate the disposition of each complaint. Such records shall be available for the City's inspection at all times during regular business hours. The form shall indicate the day and hour on which the complaint was received and the day and hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday or Sunday, it shall be serviced on the next working day.

24. NOTIFICATION. The Contractor and the City shall agree as to which will notify the customers about complaint procedures, rates, regulations, and other matters affecting solid waste collection.

25. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder and accepts full and exclusive liability for the payment of all contributions or taxes for social security, unemployment insurance, or retirement benefits, pensions or annuities now or hereafter required under any State or Federal law with regards to persons employed by the Contractor on work performed under the terms of this Contract.

26. CONTRACTOR'S PERSONNEL.

a. The Contractor shall assign a qualified person or persons to be in charge of its operations and to perform Contractor's duties under this Contract and shall give the name or names to the City.

b. Each employee shall, at all times, carry a valid Operator's License for the type of vehicle he or she is driving.

c. The Contractor shall immediately dismiss any employee of the Contractor who violates any provisions hereof, or who is wanton, negligent, or discourteous in the performance of his or her duties.

d. The Contractor shall provide operating and safety training for all personnel. At least one employee of each collection crew shall be trained in first aid and each vehicle shall be equipped with a first aid kit and an approved fire extinguisher.

27. COMPLIANCE WITH LAWS. The Contractor shall conduct all of its operations under this Agreement in compliance with all applicable laws and City Ordinances.

28. INDEMNITY AND INSURANCE. The Contractor shall indemnify and hold harmless, the City and its officers, agents, servants, and employees from claims, damages, costs, expenses, and attorney's fees incident to any work done in the performance of this Agreement or by or in consequence of any negligence or act or omission of the Contractor of its employees, agents or subcontractors in fulfilling this contract except to the extent the claims, damages, costs or expenses result from the negligence of the City. The Contractor shall also obtain and maintain in effect during the term of this Agreement vehicle liability insurance, together with a comprehensive general liability policy covering its operations pertaining to the City, both with liability limits not less than $1,000,000 property damage and $1,000,000 bodily injury, naming the City as an additional insured. Certificates of insurance shall be filed with the City before work is commenced by the Contractor. In the case of litigation, the City reserves the right to retain Counsel of its choice, or in the alternative, approve Counsel obtained by the Contractor.

29. WORKMEN'S COMPENSATION. The Contractor shall carry, with an insurance company authorized to transact business in the State of Utah, a policy that fulfills all the requirements of the Workmen's Compensation Act of Utah, including all legal requirements for occupational diseases.

30. ASSIGNMENT. The Contractor shall not have the right to assign this Agreement or otherwise transfer it in any manner whatsoever, or sell, lease, license, or permit others to use or transfer it in any manner whatsoever or any interest in all or any part of its facilities that are installed or operated hereunder, except with the prior written approval of the City, which approval shall not be unreasonably withheld if said transferee, purchaser, lessee, or successor is experienced and reliable in providing garbage collection service and is financially capable of doing such.

31. PERMITS AND LICENSES. The Contractor shall obtain, at its own expense, all permits and licenses required by law or Ordinance and maintain the same in full force and effect.

32. STANDARD OF PERFORMANCE. If the Contractor fails to collect materials herein specified for a period of three consecutive scheduled working days, or fails to operate the system in a satisfactory manner for a similar period, the City shall, in addition to any other remedies under this Agreement, have the following alternative remedies, provided such failure is not due to war, insurrection, riot, act of God, labor disputes, or any other cause beyond Contractor's reasonable control:

a. The City may elect to declare the Contractor in default and give Contractor written notice thereof. If, after receipt of such notice of default, the Contractor does not immediately (within 24 hours) commence to collect materials herein specified, or fails to operate the system in a satisfactory manner, this Agreement shall, at the election of the City, terminate and all liability of the City to the Contractor hereunder shall cease and the City shall be entitled to recover any damages incurred by the City due to Contractor's default. Termination of this Agreement as herein provided shall not release the Contractor of its liability to the City for breach of this Agreement.

b. In the event the City determines to declare Contractor in default, it may elect to hire another Contractor to provide Solid Waste Collection and Disposal Services until matters relating to the default are resolved. Should the City make such an election, it shall notify the Contractor thereof in writing. Any and all operating expenses incurred by the City in so doing shall be paid by the Contractor. In the event of such election, third party liability of the Contractor shall terminate insofar as the same arises from tortious conduct in operation of the collection services.

c. Notwithstanding anything herein to the contrary, the City shall have the right to terminate this agreement at any time in the event Contractor fails to maintain and/or operate the Contractor's trucks and equipment in such a manner that it will not scrape, peal, gouge or otherwise damage the approved garbage and/or recycling containers owned by the City.

33. NUMBER OF COPIES. This Agreement may be executed in any number of counterparts, all of which shall have full force and effect of an original for all purposes.

34. LAW TO GOVERN. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

35. MODIFICATION. This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. The parties have the right to extend or renew the term of this Agreement by mutual written agreement at any time prior to the termination hereof, subject to the City's compliance with all applicable laws, ordinances, rules and regulations.

36. RIGHT TO REQUIRE PERFORMANCE. The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City or any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

37. POINT OF CONTACT. All dealings, contacts, etc., between the Contractor and the City shall initially be directed by the Contractor to the City Manager.

38. ILLEGAL PROVISIONS. If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

39. NOTICE. A letter addressed and sent by certified U.S. mail to either party at its business address shown hereinabove or delivered personally shall be sufficient notice whenever required for any purpose in this Agreement.

40. INTEGRATION. This contract contains the entire and integrated agreement of the parties as of its date and no prior or contemporaneous promises, representations, warranties, inducements or understandings between the parties with respect to the subject matter hereof which are not contained herein shall be of any force or effect.

41. ATTORNEYS FEES. In case of failure to perform the terms and covenants herein set forth, the defaulting party shall pay all costs, expenses, and reasonable attorney's fees resulting from the enforcement of this Agreement, or any right arising out of such breach, including all costs, expenses, and reasonable attorney's fees incurred in any bankruptcy proceeding. Any such costs, expenses, and reasonable attorney's fees incurred under this paragraph by the City may be deducted by it from any compensation due to the Contractor.

42. EFFECTIVE DATE. This Agreement shall become effective as of July 1, 2013, and the Contractor shall begin automated collection of the solid wastes covered hereby on the 1st day of July, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

ATTEST:

FARMINGTON CITY,
a Utah municipal corporation

_____
City Recorder

By:_____
Mayor

ROBINSON WASTE SERVICES, INC.
a Utah corporation

By:_____
Its: President

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the ___ day of July, 2013, personally appeared before me Scott C. Harbertson and Holly Gadd, who being by me duly sworn, did say that Scott C. Harbertson is the Mayor of Farmington City, a municipal corporation and that Holly Gadd is the City Recorder of Farmington City, a municipal corporation, and that the foregoing instrument was signed in behalf of said municipal corporation by authority of its City Council and acknowledged to me that said municipal corporation executed the same.

_____
NOTARY PUBLIC

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the ___ day of July, 2013, personally appeared before me Steve Robinson, who being by me duly sworn, did say that he is the President of Robinson Waste Services, Inc., a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority from its Board of Directors and acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC

Exhibit A
Property Description

2013 Peterbilt Auto Sideloader
2009 Autocar Auto Sideloader
2010 Autocar Frontloader

Exhibit B

Various City Sites

City Facilities Requiring Garbage Collection:

Dumpsters:

- 4 yard - South Farmington Park, 1470 South Frontage Road
- 4 yard - Forbush Park, 156 South Main
- 6 yard - Farmington Pond, 50 West 600 North (April through October)
- 4 yard - Farmington City Hall, 160 South Main
- 6 yard - Public Works/Recreation Building, 720 West 100 North
- 4 yard - Shepard Lane Park, 700 West 1100 North
- 6 yard - Heritage Park, 1075 West 1600 North
- 4 yard - Bus Parking, 400 West Glover Lane
- 4 yard - Community Center, 120 South Main
- 4 yard - Fire Station, 82 North 100 East
- 6 yard - Police Station, 286 South 200 East
- 3 yard - Ranches Park, 136 North Ironside Way
- 4 yard - Glover Park, 650 West Glover Lane
- 90 gal - Farmington Church, 549 S 1525 West (Recycling)

Exhibit C

Additional Services

Document Destruction (shred day) for residents	N/C
Electronic Recycle Day (roll-off haul) for residents	N/C
City Sponsored Events (service)	N/C
Recycle Education Assistance	N/C
City Requested Charity Projects (dumpster/roll-off)	N/C
Disaster Clean-up Assistance – Immediate Response	

CITY COUNCIL AGENDA

For Council Meeting:
July 2, 2013

S U B J E C T: Wetland Study Results

ACTION TO BE CONSIDERED:

Discussion item only. Staff desires feedback from the Mayor and City Council before arranging a meeting to present the results of the enclosed study to the property owners.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

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

FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: June 21, 2013

SUBJECT: **WETLAND STUDY RESULTS**

RECOMMENDATION

Discussion item only. Staff desires feedback from the Mayor and City Council before arranging a meeting to present the results of the enclosed study to the property owners.

BACKGROUND

On May 7, 2013, the City Council approved a scope of work and contract with Frontier Corp. to perform a preliminary wetland study encompassing approximately 80 acres north of Park Lane, east of US 89, and south of Shepard Park. The purpose of the study was to help understand the possible location of wetlands in the area to better assess the feasibility/location of a minor collector street extending from the north end of Lagoon Drive (by the Chevron) to the Frontage Road adjacent to US 89, and extending 700 West Street south to this minor collector. Both of these future road alignments are identified on the City's Master Transportation Plan. The enclosed preliminary wetland assessment report is not intended to be submitted to the Corps of Engineers, but is for planning purposes only. Hopefully, it will be a useful tool for the City and property owners, and it will enable more certainty to the area for all affected parties. A more detailed study is necessary for a formal wetland delineation and is not included as part of the report.

Respectively Submitted

David Petersen
Community Development Director

Review and 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

FRONTIER CORPORATION USA
Environmental Consultants

June 11, 2013

Dave Petersen, Director
Farmington City Community Development
P.O. Box 160
Farmington, UT 84025

Subject: Preliminary Wetlands Assessment Report
Approximately 78.4-acre Project Area
East Side of U.S. Highway 89 and North Side of Park Lane
Farmington City, Davis County, Utah

Dear Mr. Petersen:

Per your request, Frontier Corporation USA (Frontier) completed a preliminary wetlands assessment for an approximately 78.4-acre project area located on the east side of U.S. Highway 89 and the north side of Park Lane in Farmington City, Davis County, Utah (Figures 1 and 2). Farmington City is in the process of preparing a master plan for the future development of the project area. The project area consists of approximately 15 privately owned property parcels, several parcels owned by the Utah Department of Transportation, and one parcel owned by the Weber Basin Water Conservancy District. A copy of the property parcels map that was provided by Farmington City is attached to this report. The parcels are mostly undeveloped and the current land uses are predominantly irrigated farmland and horse pasture.

Frontier investigated the potential presence of wetlands and other water bodies that could be regulated by the U.S. Army Corps of Engineers (USACE) under Section 404 of the federal Clean Water Act. This included a query of existing U.S. Geological Survey (USGS) topographic mapping data, U.S. Department of Agriculture Natural Resources Conservation Service (USDA-NRCS) soil survey data, and National Wetlands Inventory (NWI) data. A site inspection was completed on May 29, 2013 to photo-document site conditions and to preliminarily map the locations of potential wetland areas.

Any construction activities that would result in the filling of wetlands or other water bodies that have a surface water connection to the Great Salt Lake would require a 404 permit from the USACE. Additionally, construction activities that would alter natural stream channels would require a separate state stream alteration permit from the State Engineers' Office through the Utah Division of Water Rights (UDWR).

The purpose of the preliminary wetlands mapping is for planning purposes only, and was not done at a level of detail necessary for USACE or UDWR permit applications. A formal delineation of jurisdictional wetland or stream channel boundaries must be completed and approved by the USACE before it or the UDWR can issue permits to fill wetlands or modify stream channels.

The preliminary wetlands assessment was done in mid-spring about eight weeks after the growing

Frontier Corporation USA
221 N. Gateway Drive, Suite B
Providence, Utah 84332
(435) 753-9502
FAX 753-9534

season had begun. The preliminary wetlands mapping shown on Figure 3 is an estimation of the locations and acreages of potential wetland areas based on the presence of wetland indicator plant species and secondary indicators of wetland hydrology that could be readily observed.

Because of the widespread use and long history of flood irrigation within the project area, several of the irrigated horse pastures had wetland indicator plants, but no obvious source of wetland hydrology other than irrigation water. These pastures were identified as problem areas on Figure 3 because the presence or absence of wetland hydrology would have to be verified in the early spring after irrigation had been removed from these fields. Irrigation water may have enhanced other potential wetland areas that were preliminarily mapped, making them larger than they would normally be in the absence of irrigation water.

A formal delineation in accordance with the Corps of Engineers 2008 Arid West Delineation Manual would have to be done to verify whether the potential wetland areas and problem areas meet the requisite delineation criteria for soils, hydrology and vegetation. An area dominated by wetland indicator plants may meet the delineation criteria if wetland hydrology is present for 14 consecutive days during the growing season. The USACE's delineation manual recommends that delineations should be completed 2 to 3 years after the removal of irrigation water to determine "normal" hydrological conditions.

FINDINGS

Figure 3 shows the preliminary wetlands map for the 78.4-acre project area. The attached photo log corresponds to the photo points and view directions shown on the preliminary wetlands map.

Potential Wetland Areas

A total of nine (9) potential wetlands areas, totaling approximately 29.10 acres, were preliminarily identified. The potential wetland areas are labeled A-I on Figure 3. Major surface water drainages that were observed during the May 29 site inspection area also shown on Figure 3.

Wetlands A, C, D, E and G are wet meadow wetlands dominated by sedges, rushes, spike rush and Kentucky bluegrass and other grass species. These types of wetlands are typically supported by a seasonally high water table that causes soil saturation and/or temporary ponding. These wet meadows may also be augmented by both the direct and indirect application of irrigation water.

Wetlands H and I are cattail marshes. These types of wetlands are indicative of prolonged ponding caused by sources of surface water or a perpetually high water table.

Wetland F is a mix of forested wetlands dominated by box elder trees that is interspersed with wet meadow wetland. A seasonally high water table is the likely the main source of hydrology for this potential wetland area.

Wetland B is a wetland complex consisting of wet meadow, cattail marsh and forested wetland. It is associated with what is locally known as the Spring Creek drainage, although there is no stream channel shown on the USGS 7.5' topographic quadrangle for this area (Figure 2). A series of groundwater seeps, likely augmented by irrigation return flows, appear to be the source water contributing to surface flow that was observed in a low-lying drainage swale.

Surface Water Drainages

The Spring Creek drainage flows westward and passes through a culvert in the U.S. Highway 89 road prism. The culvert appears to be higher in elevation than the flow line of the surface drainage, which appears to cause a damming effect that contributes to the large wet area in Wetland B. Another large un-named drainage enters the project area from the north and flows south, then west, through Wetlands F, G, D and E.

All of the potential wetland areas are either adjacent to these two drainages or appear to have hydrological connections to these two drainages. Both of these drainages appear to continue westward past U.S. Highway 89 and Interstate Highway 15 and connect to other drainages that eventually discharge on to the shorelands of the Great Salt Lake on the west side of Farmington. This would establish a jurisdiction nexus between the nine (9) potential wetland areas shown on Figure 3 and the Great Salt Lake.

In addition to these surface drainages, there is a municipal well house that discharges surplus or overflow water into Wetlands I and B. Wetland I is a cattail marsh within a bermed basin that appears to be solely supported by water from the well house. This wetland may be exempt from regulation if it occurs in a location that was purposefully constructed for the management of surplus or overflow water from the well house.

NATIONAL WETLAND INVENTORY AND SOIL SURVEY DATA

Figure 4 shows the NWI mapping data and USDA-NRCS soil survey data overlaid with 2012 high resolution ortho (HRO) aerial imagery. The mapping data and aerial imagery were obtained on-line from the Utah Automated Geographic Reference Center (AGRC) (www.gis.utah.gov).

NWI Map Data

The NWI map data show three palustrine emergent seasonally flooded (PEMc) wetlands within the project area. These NWI wetland classifications are typically seasonal wet meadow.

The NWI wetlands correspond with the general locations of Wetlands F, G and C and the problem area fields located in the northwest corner of the project area. Notably, the NWI mapping does not show the large and very conspicuous wetland complex associated with the Spring Creek drainage and Wetland B.

The original NWI mapping for this area is based on the photo-interpolation of 1:64,000-scale color

infrared aerial photography flown in 1981. Thus, the NWI mapping is based on data that is more than 31 years old, and is not often representative of current landscape conditions due to the cumulative effects of changes in land use over a period of three decades. Reconstruction of U.S. Highway 89 since 1981 appears to have impeded surface drainage and caused a damming effect that has increased the presence of wetlands on the east side of the highway. Irrigation practices within the project area, and land drainage from developments bordering the project area have also changed since 1981, which could also contribute to changes in wetland conditions. Thus, the NWI mapping should only be used as a general guidance for the potential presence of wetlands in the project area.

Soil Survey Data

The USDA-NRCS soil survey mapping data indicates that project area is underlain by six (6) soil units.

- DaA – Draper loam, 0 to 1 percent slopes*
- DaB – Draper loam, 1 to 3 percent slopes*
- DrB – Draper loam drained, 1 to 3 percent slopes
- CaA – Chance loam, 0 to 3 percent slopes*
- KgB – Kilburn gravely sandy loam, 1 to 3 percent slopes
- Rw – Roshe Springs silt loam, 0 to 3 percent slopes*

The DaA, DaB, CaA and Rw soil units are included on the national hydric soils list (*) for the State of Utah. Soils included on the hydric soils list are known to have a prevalence of supporting wetland conditions if ample sources of water are present due to their generally poor drainage characteristics. As with the NWI data, the Soil Survey data should be used as a general guidance for the potential presence of wetland conditions.

The majority of the project area is underlain by hydric soil units. This may partly explain the difference between the NWI mapping and the preliminary wetlands mapping shown on Figure 3. Changes in land use since 1981 could have increased the amount of water within the project area, and the damming effect caused by the U.S. Highway 89 road prism could have impeded the increased amounts of surface drainage that flow through the project area, causing wetland conditions to become established on hydric soil units that were already prone to supporting wetland conditions.

If irrigation water and other sources of surface water runoff and land drainage from off-site development are removed from the project area, and if the damming effect caused by the U.S. Highway 89 road prism is removed, it may be possible that the project area would revert to wetland conditions more similar to what is shown on the NWI mapping. But this would be a substantial undertaking requiring a coordinated effort among all of the land owners, the City and UDOT. It would be the responsibility of the landowners or project proponents to demonstrate that less wetlands would be present if the artificial introduction of water sources (e.g., irrigation) and

artificial impediments to surface drainage were removed from the project area. If the site conditions remain as is, the USACE will likely regulate all of the potential wetland areas as is.

Please feel free to contact me if you have any questions about the findings of our preliminary wetlands assessment for the 78.4-acre project area, or potential permitting requirements.

Sincerely,

Frontier Corporation USA

Dennis C. Wenger
Senior Wetlands Ecologist
Principal

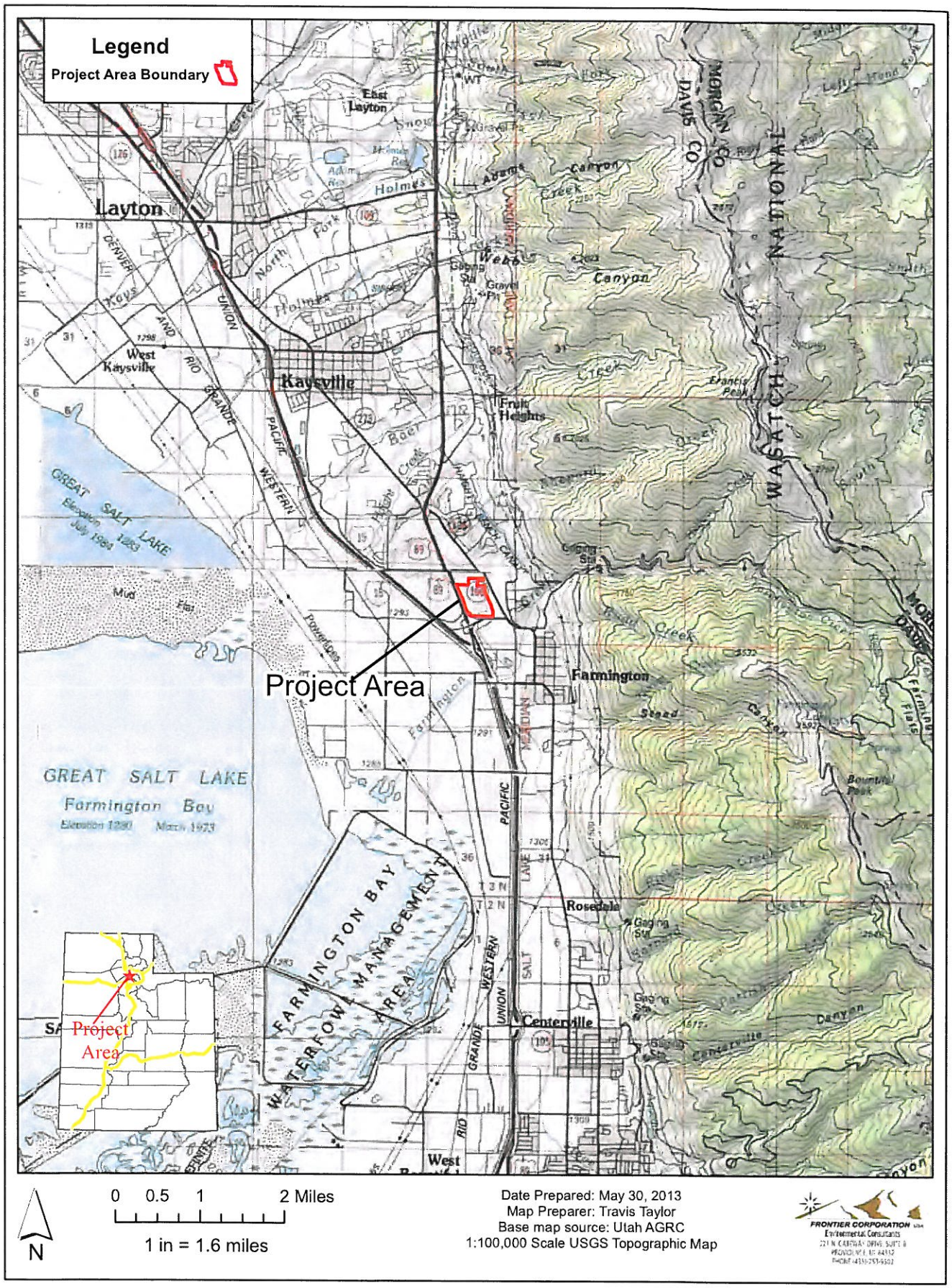


Figure 1. Project Area Location Map - 1:100,000 Topographic Base

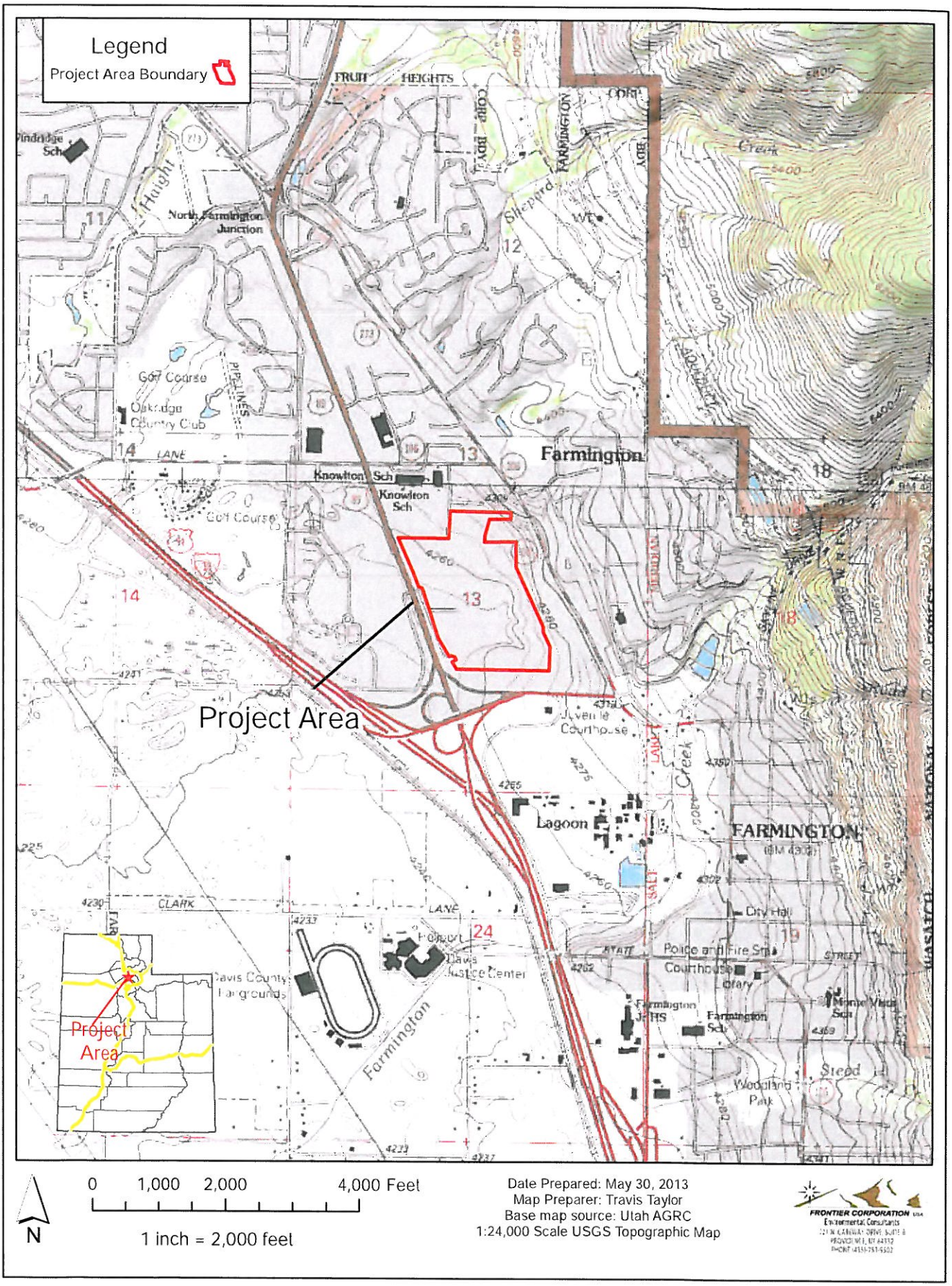
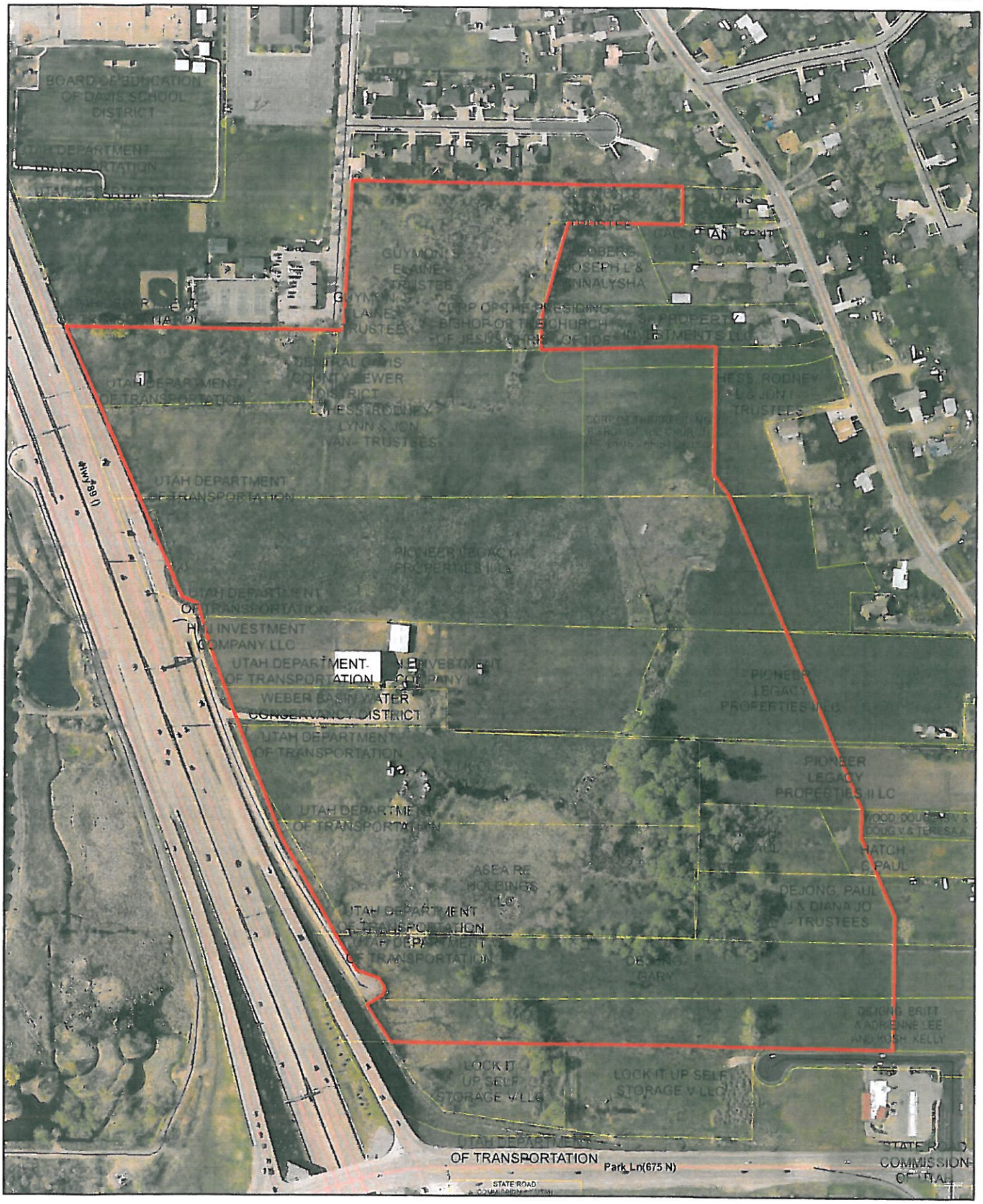
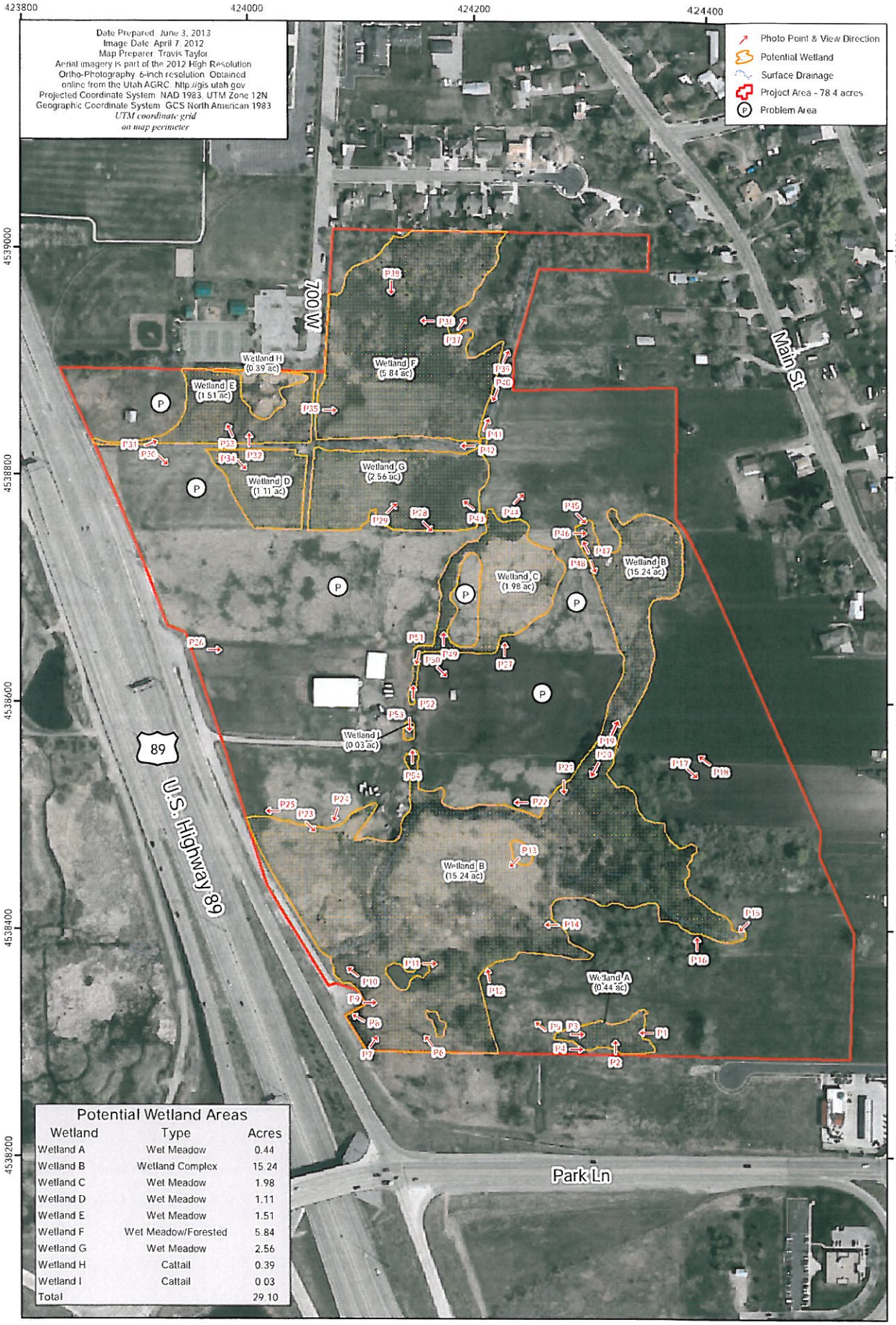


Figure 2. Project Area Location Map - 1:24,000 Topographic Base

Farmington City

78.38 acres





Potential Wetland Areas

Wetland	Type	Acres
Wetland A	Wet Meadow	0.44
Wetland B	Wetland Complex	15.24
Wetland C	Wet Meadow	1.98
Wetland D	Wet Meadow	1.11
Wetland E	Wet Meadow	1.51
Wetland F	Wet Meadow/Forested	5.84
Wetland G	Wet Meadow	2.56
Wetland H	Cattail	0.39
Wetland I	Cattail	0.03
Total		29.10

Figure 3. Preliminary Wetlands Map - Farmington City

N

0 125 250 500 Feet

1 inch = 250 feet

FRONTIER CORPORATION USA
Environmental Consultants
227 N. GATEWAY DRIVE, SUITE B
PROVIDENCE, UT 84332
PHONE (435) 755-9502

N

0 250 500 1,000 Feet

1 inch = 500 feet

Date Prepared: June 5, 2013
Map Preparer: Travis Taylor
Aerial imagery is part of the 2012 High Resolution Ortho-Photography, 6-inch resolution.

FRONTIER CORPORATION USA
Environmental Consultants

Figure 4. Soil Survey and National Wetlands Inventory Map

Photo 1. Looking west at wetland A, located near the south boundary of project area.

Photo 2. Looking north at wetland A, located near the south boundary of project area.

Photo 3. Looking east at wetland A, located near the south boundary of project area.

Photo 4. Looking east at irrigation ditch that borders project area to the south.

Photo 5. Looking northeast at a culvert and berm, east boundary of wetland A.

Photo 6. Looking northwest at the southwest section of wetland B located in southwest corner of the project area.

Photo 7. Looking north at southwest section of wetland B, located in southwest corner of the project area.

Photo 8. Looking northwest at ponded area next to frontage road; wetland B,southwest corner of project area.

Photo 9. Looking east at southwest section of wetland B, southwest corner of project area.

Photo 10. Looking northwest at west section of wetland B, with phragmites and cattals surrounding drainage in the background.

Photo 11. Looking east at a line of willows and southeast boundary of wetland B.

Photo 12. Looking north toward center of wetland B.

Photo 13. Looking southwest at center of wetland B, cattails in background of photo.

Photo 14. Looking west at center of wetland B, cattails at center of photo.

Photo 15. Looking southwest at top of drainage swale.

Photo 16. Photo taken from upland area looking north at trees lining drainage swale.

Photo 17. Southeast view of cultivated field and southeast edge of project area boundary.

Photo 18. Northwest view of cultivated field and Russian olive lining drainage swale in background

Photo 19. Northeast view (upstream) of surface drainage, northeast linear section of wetland B.

Photo 20. Southwest view (downstream) of surface drainage, northeast linear section of wetland B.

Photo 21. Looking southeast at wetland B and surface drainage with cattails lining drainage.

Photo 22. Looking west along surface drainage and northern boundary of wetland B.

Photo 23. Looking southeast at north boundary of wetland B, west section of project area.

Photo 24. South view of wetland B from the north boundary, west section of project area.

Photo 25. Looking west toward project area boundary.

Photo 26. Looking east at center of project area from west boundary.

Photo 27. North view of wetland C.

Photo 28. Looking southeast, wetland G in foreground, wet meadow C in background.

Photo 29. Northeast view of wetland G.

Photo 30. Southeast view of problem area.

Photo 31. Looking northeast across irrigation ditch toward wetland E, cattails in upper right of photo.

Photo 32. North view of wetland E and wetland H.

Photo 33. Northwest view of wetland E with surface water in foreground.

Photo 34. Southeast view of wetland D.

Photo 35. East view of wet meadow F, southern section.

Photo 36. West view of box elder (FACW) with understory of vegetative indicator species in wetland F.

Photo 37. Northeast view of upland meadow between surface drainage and wetland F in north section of project area.

Photo 38. South view of wetland F.

Photo 39. Northeast (upstream) view of surface drainage in northeast section of project area.

Photo 40. Southwest (downstream) view of surface drainage in northeast section of project area.

Photo 41. Northeast (upstream) view of surface drainage at culvert inflow. Wetland F to the left.

Photo 42. West view (downstream) of surface drainage at culvert outflow. Wetland F to the right.

Photo 43. Looking northwest at wetland G.

Photo 44. Looking northeast at upland meadow in northeast section of project area.

Photo 45. Southeast view of wetland B from north boundary.

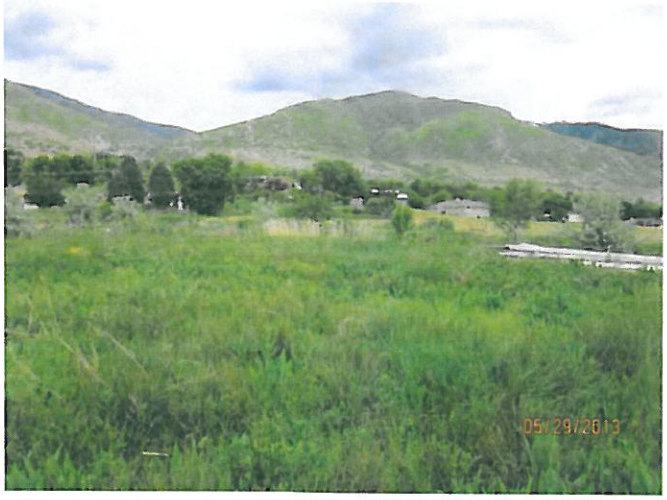


Photo 46. East view of wetland B in northeast section of project area.

Photo 47. Northwest (upstream) view of surface drainage in north arm of wetland B.

Photo 48. Southeast (downstream) view of surface drainage in north arm of wetland B.

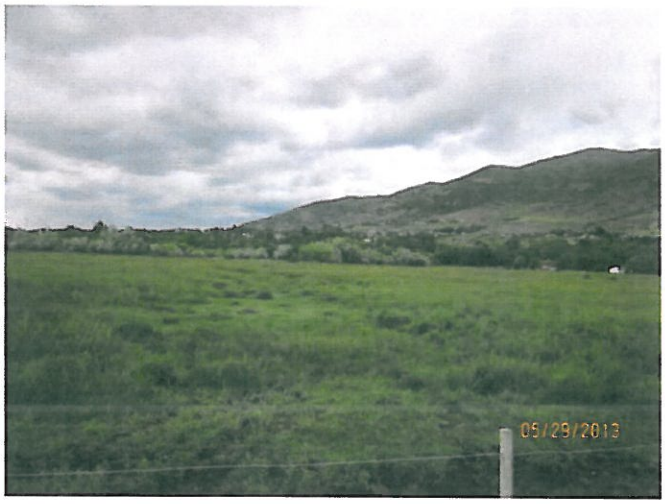


Photo 49. North view of wetland C

Photo 50. Southeast view of problem area.

Photo 51. South view of surface drainage.

Photo 52. Termination point of surface drainage, northeast view.

Photo 53. South view of wetland I and municipal well facility.

Photo 54. North view of discharge from the municipal well facility that flows into wetland B.

CITY COUNCIL AGENDA

For Council Meeting:
July 2, 2013

SUBJECT: **City Manager Report**

1. Fire Monthly Activity Report for May
2. Lighting Evaluation
3. EDCU Project Incentive

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

Farmington City Fire Department

Monthly Activity Report

May 2013

Emergency Services

Fire / Rescue Related Calls: **32**

All Fires, Rescues, Haz-Mats, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Support, etc…

Ambulance Related Calls: **50 / Transported 27 (54%)**

Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, etc…

Calls Missed / Unable to adequately staff: **2**

Urgent EMS Related Response Times (AVG): **4.1 Minutes** **GOAL 4 minutes or less (+.1min.)**

Urgent Fire Related Response Times (AVG): **6.8 Minutes** **GOAL 4 minutes or less (+ 2.8 min.)**

Department Man-Hours (*based on the following 42-day pay period May 3rd, 17th and May 31st 2013*)

Part-Time Shift Staffing:	**2016**	**Budgeted 2016**	**Variance -0**
Part-Time Secretary:	**120**	**Budgeted 120**	**Variance - 0**
Part-Time Fire Marshal:	**102**	**Budgeted 120**	**Variance - 18**
Full-Time Captains:	**N/A**	**48/96 Hour Schedule**	**Variances / Overtime + 0**
Full-Time Fire Chief:	**N/A**	**Salary Exempt**	
Training & Drills:	**279**		
Emergency Callbacks:	256	**FIRE 83 Hrs / EMS 173 Hrs**	
Special Event Hours:	**9**		**(YTD:) 138**
Total PT Staffing Hours:	**2,782**		**(YTD:) 9,6904.5**

Monthly Revenues & Grant Activity YTD

Ambulance:	**Prev. Month**	**Calendar Year**	**FY 2013**
Ambulance Services Billed (previous month):	$ 33,182.22	$171,709.07 YTD	$365,025.11
Ambulance Billing Collected (previous month):	**$ 26,882.52**	**$104,492.75 YTD**	**$225,294.41**
Variances:	***-$6,299.70***	***-$67,216.32 YTD***	***-$139,730.07***

Grants / Assistance / Donations:

Grants Applied For:	Wildland Fuel Mitigation Grant	$ 40,000	**$61,570 YTD**
Grants Received:	Wildland Radio Grant	$ 6,000	**$120,010 YTD**

Scheduled Department Training (To Include Wednesday Evening Drills) & Man Hours

Drill # **1**– Officers Monthly Meeting & Training:	21	
Drill #2– Swift Water Rescue / Introduction	54	Avg. Wednesday Night Drill Attendance
Drill #3– EMS – Flag Rock / Wilderness Rescue	54	by FFD Personnel This Month: 18
Drill #4– Apparatus Driving / Convoy Drill	54	
Other:		
3 Day EMS conference – St. George x 4	96	
Chief Officer Development x 1		
Total Training / Actual Attended Man-Hours:	**279**	**5,060 YTD**

Fire Prevention & Inspection Activities	**QTY**	
Business Inspections:	11	
Fire Plan Reviews & Related:	7	
Station Tours & Public Ed Sessions:	10	

Health, Wellness & Safety Activities	**QTY**	
Reportable Injuries:	1	**1 YTD**
Physical Fitness / Gym Membership Participation %	38%	
Chaplaincy Events:	5	

FFD Committees & Other Internal Group Status		
Process Improvement Program (PIP) Submittals:	**0**	**3 YTD**

Active FFD Committees: Emergency Medical Services (EMS), Apparatus & Equipment, Fire Apparatus & Equipment, Rescue – Heavy Rescue, Water, Rope & Related Equipment, Wildland Apparatus & Equipment, Health, Wellness & Safety, Charity / Fund Raiser, Fire Prevention & Pub-Ed, Haz-Mat, Building and Facilities.

Additional Narrative:

May call volumes followed typical tends with more people engaging in outdoor activities. Delivery of services (response times) already showing improvement with the addition of one full-time Captain. - EMS calls 4. 1 minute avg. and FIRE calls 6.8 minute avg. Only two calls (2.5%) resulted in either short-staffing or no-staffing of apparatus, primarily during day time hours and weekends. FFD filled all shift hours for staffing (only 52 Hrs. short YTD). Ambulance transport percentages came in slightly higher (52% transports on all medical incidents). Collections of revenues continue with little predictability due to collection & mandated billing variables. May training focused on Swift Water Rescue (Introduction), EMS- Wilderness / Trail Rescue – Flag Rock & Patsy's Mine, Apparatus Driving Operations – Convoy – EMS UAEMT conference in St. George x 5 personnel. FFD received an additional $6,000 grant funding towards 3 Wildland radios. FFD Is also received word of a potential $40,000 (90/10) award for Fuel Reduction & Mitigation grant to be applied in June. FFD is close to finalizing its apparatus preparation for what is being predicted as a very busy fire season. FFD members completed all physical agility requirements with only a couple of members refusing to participate - FFD is in the process of recruiting several new members to replace openings. The Davis County Fire Warden "Robert Sanders" was placed into service and is based out of our station in Farmington via an agreement with DNR. The County Fire Warden is a seasonal position and is funded by Davis County & the State of Utah. There are many benefits to having this resource based in Farmington to include a multitude of networking opportunities.

Please feel free to contact myself at your convenience with questions, comments or concerns:

Cell (801) 643-4142 or email gsmith@farmington.utah.gov

Respectfully,

Guido Smith
Fire Chief

are good but the market is going to response better to a physical presence than pretty colors and pictures on a planning map. Others will follow if we do careful planning with the related infrastructure, design standards, etc.

2. The most critical time of the Station park area development and surrounding areas is NOW as other "hagger on's" or "late comer" neighbors try to ride the success of that project. There is going to be tremendous pressure from all sides to "sell short" for the quick buck and once we do, we loose forever the opportunity we have to influence the uniqueness of the area we have saved for so long.

3. Not all call centers are created equal so do not be quick to dismiss out of bias until you have more details.

4. Details may be lacking until get a little further down the site selection process. Every site selection process is unique. Sometimes we may know a lot about the prospective tenant and sometimes very little.

5. We have limited staff to respond to these requests and they can be very labor intensive when we do. We have a few developers in our community who always expect to go to the front of the line plus there is the day to day grind of processing normal applications coming through the cue. My point is -- The more we pre plan our responses to those types of opportunites we want, the more effective we will be and the less normal workloads would be affected. We do not need to respond to every request nor we get everyone we respond to. Quality is going to be more important than quantity or which developer is yelling the loudest but we need to start somewhere.

Thanks for thinking about these things. I look forward to the conversation.

Dave Millheim
City Manager
801-939-9203

From: "Teri Klug" <tklug@edcutah.org>
To: "dpetersen@farmington.utah.gov" <dpetersen@farmington.utah.gov>, "dmillheim@farmington.utah.gov" <dmillheim@farmington.utah.gov>
Cc: "Marlin Eldred" <meldred@co.davis.ut.us>
Sent: Monday, June 24, 2013 5:31:12 PM
Subject: Project Summer Incentive Letter Request

Dear Dave, David, and Marlin,

Project Summer is a 650 seat Customer Support Center with a very well known brand name company –

Some of the employees will be licensed Insurance and Financial Representatives, and will meet the requirement for above average county wages. They toured your City last week, but need to understand local incentive opportunities before the next round of short listing can be achieved.

650 Jobs
~100,000 Square Feet
Jobs will pay above average county wage

They toured the Station Park site in your community. Please prepare a local incentive letter and let me know if you have any questions. Please feel free to add information about your City in the response.

Thanks, T

TERI KLUG| Director Strategic Development | www.**EDCUtah.org** | 801-323-4255 | 801-910-5404 (cell)
201 South Main Street, Suite 2150 Salt Lake City Utah 84111
Follow EDCUtah on Twitter at @edcutahorg

edcUTAH ECONOMIC DEVELOPMENT CORPORATION OF UTAH TWENTY-FIVE YEAR ANNIVERSARY

image001.jpg
28 KB

CITY COUNCIL AGENDA

For Council Meeting:
July 2, 2013

SUBJECT: **Mayor Harbertson & City Council Reports**

1. Farmington Area Baseball League (FABL) Agreement

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

FACILITIES USE AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____ by and between **FARMINGTON CITY**, a municipal corporation of the State of Utah, hereinafter referred to a"City" and **FARMINGTON AREA BASEBALL LEAGUE, INC.,** a Utah non-profit corporation, hereinafter referred to as "User".

~~WITNESSETH~~RECITALS:

WHEREAS, User desires to utilize certain City property and facilities comprising the baseball diamonds, lights, ~~and~~ rest rooms and related facilities located with the Main City park located at 142 South Main Street and Shepard Lane Park located behind the Knowlton Elementary School at approximately 1059 North 700 West for the purpose of operating a supervised youth baseball league during the baseball season; and

WHEREAS, the City is willing to permit User to utilize the baseball diamonds and related facilities described above in accordance with the terms and conditions herein provided; and

WHEREAS, the parties desire to reduce their understanding and agreement to writing.

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

1. **Permit Term, Hours of Use.** During the term herein set forth, and subject to the conditions and restrictions described in this Agreement, the City hereby agrees to permit User, on a non-exclusive basis, to utilize the baseball diamonds and related facilities located at the Main City Park at 142 South Main Street, the baseball diamond and related facilities located at the Shepard Lane Park located behind Knowlton Elementary School at approximately 1059 North 700 West and the Farmington Community Arts Center located at 120 S Main beginning in April and continuing to and through July 31 of each year of the term of this Agreement, as follows:

~~Recreation Program: The 1st of April thru July 31st of each year.~~

Main Park:	4:00 p.m. - 10:00 p.m. Monday thru Friday and 8:00 a.m. - 10:00 p.m. on 2nd and 4th Saturdays
Shepard Park	5:00 p.m. - 11:00 p.m. Monday thru Thursday 8:00 a.m. - 6:00 p.m. on Saturdays
Community Center	Use of center for one day prior to the start of the FABL season to be

used for team uniform distribution.

User also agrees to provide to the Parks Superintendent, in writing (email, typed or handwritten), no later than the third working Monday in April by 5:00 p.m., all game schedules for its leagues. In addition, in the event of any and all schedule changes, U~~u~~ser agrees to provide a list of the changes, in writing (email, typed or handwritten), to the Parks Superintendant, no later than 48 hours prior to the date being changed.

Farmington City and the User agree, on or before March 1 of each year of the term of this Agreement, to conduct an annual review meeting to discuss the previous season and review the needs for the upcoming season. A deposit balance review will also be conducted and an invoice provided to the User to replenish the deposit in the event that any amount has been deducted over the previous season. ~~It is agreed that the meeting will take place by the first week of March, prior to the upcoming season.~~

~~The term of this Agreement shall be continuous commencing on April 1, 2005, terminating on _____ unless sooner terminated as provided herein.~~

2. **Consideration.** In consideration for the use of the City's facilities, User hereby agrees to pay to the City the sum of $1~~2~~,000 for each year during the term of this Agreement. Payment shall be made on or before March 15 of each year of the term of this Agreement. The fee shall be utilized by the City to cover the administrative costs associated with User's use of the facilities. In addition, User agrees to allow the City to appoint one City representative to serve as an ex-officio member of the User's Board to represent City interests and to foster continued communication between the parties.

~~2~~3. **Maintenance.** The parties hereby acknowledge that the real property comprising the baseball playing fields together with the improvements and fixtures attached thereto such as backstops, dugouts, benches, etc., are owned by the City. These facilities shall not be modified without express permission of the City. Baseball uniforms and baseball equipment such as bats, balls, masks, batting cages, and the outfield fence located at the Main City Park, etc., shall be owned by the User. During the term of this Agreement, maintenance and repair of the baseball playing fields and related facilities shall be provided as follows:

a. The User agrees to all maintenance, repairs and cleaning of the concessions/restroom/storage structure located at Forbush Park.

b. The City shall provide mowing and watering the lawn areas and shall provide garbage pickup from designated City receptacles (dumpsters located in parking lots.). The City agrees to provide to the User a total of 20 garbage receptacles for use throughout the season. The User agrees to pay for the damage or replacement cost on all damaged receptacles, to be deducted from the deposit. The User assumes responsibility to deliver all trash cans curbside, on the designated trash pick up day, for each location. The City

agrees to pay the cost of electricity. The City cannot and shall not be responsible for disruption of games caused by irrigation or field maintenance when User fails to submit all playing schedules by 5:00 p.m. on or before the third Monday in April.

~~b~~c. During the baseball season the User hereby agrees to furnish all labor and materials necessary to properly prepare the baseball diamonds and related facilities used by it for League play. However, the City does agree to assist User with field preparation during an organized "preparation day" jointly scheduled by the User and City.

4~~3~~. **Ball Diamond Lighting.** The City agrees to provide field lighting acceptable to the City and pay the cost thereof for those nights approved in any agreement for special events approved by the City. Farmington City agrees to conduct a pre-season lighting review each year, with the User, no l~~a~~ater than April 1st to determine any lights which need to be replaced or repositioned. Farmington City agrees to replace and reposition any necessary lights.

5~~4~~. **Supervision and Regulations**. All persons utilizing the baseball facilities shall at the times specified in this Agreement be supervised by the User and responsible adults designated by the user who shall be identified upon request to the City's personnel. The designated "responsible adult" must be either a FABL board member or league trained site supervisor over the age of 18. The User and all persons responsible for providing such supervision shall obey any reasonable directions or instructions of personnel of the City and shall comply with all applicable rules and regulations of the City, (inclusive of not permitting alcoholic beverages on City property or allowing personal vehicles to park outside of designated parking areas) where the same apply to the User and User's activities. From time to time the User may identify a need to temporarily park on the grass, located near the shed, in order to deliver necessary supplies. In the event this need is identified, notification must be sent in writing (email, typed or handwritten) to the Parks Superintendant. For good cause, the Parks Superintendant shall have the authority to prevent vehicles from driving and parking on the grass, or may restrict such activities. If there is an instance where ~~notification was not received by the Parks Superintendant, and~~ damage is caused, the labor and replacement cost of the damaged area will be deducted from the existing deposit. All employees, supervisors, and representatives of the User shall adhere to appropriate safety and legal requirements in operating any equipment, machines or in performing any duties required of the User under this Agreement. Lights on the playing field~~s~~ at Forbush Park shall be turned OFF by User no later than 10:00 p.m. or immediately following the conclusion of the last game and ~~at the Main City Park and~~ no later than 11:00 p.m. or immediately following the conclusion of the last game at the Shepard Lane Park.

6~~5~~. **Deposit, Damage and Cleanup**. The User hereby agrees to deposit with the City the sum of $~~5~~1,000 to be utilized as a deposit to assure User's maintenance and clean-up responsibilities under the terms of this Agreement and to insure User's liability for any damage to City facilities. User shall pay or replenish the~~ir~~ $~~5~~1000 deposit to the City ~~for garbage clean up to be delivered to the Leisure Services Department~~ by March 15th of each year. In the event that the deposit, after deductions, goes below $250 FABL agrees to immediately replenish the deposit back

to $1000. The User shall assure the playing fields and related facilities are prepared, maintained and used in a safe, prudent and responsible manner and only for their usual and intended purposes, and User shall be liable for any damage (other than ordinary wear and tear) resulting to the City's property and related facilities caused by either User or by persons whomfor which User is responsible for supervising. The User shall leave the property and facilities in a clean and orderly condition. All trash deposited on the fields as a result of User's activities shall be gathered on a daily basis by the User from the grounds and deposited in dumpsters or trash receptacles provided by the City. In the eventAny garbage cleaned up by City personnel are required to collect garbage from the facilities due to User's failure to pick up garbage, after FABL activities will have the actual costs to the City shall bethereof deducted from the $5000 deposit to pay for such service. SuchA deduction shall be based on actual time spent by City personnal, charged at the rate offrom the deposit will be the equivalent of $20 per each man hour required that Farmington City uses to clean up or make repairs. Additionally, in the event of damage, the User agrees to pay the actual cost to repair anyof to the damaged area, equipment or facility. In the event that Farmington City deems it necessary to make a deduction from the deposit for damages, repairs, or violations, it is agreed that the Parks Superintendant will notify the User when the damage is known. Any remaining portion of the deposit will roll over to the next seasons depositbe refunded to FABL at the end of each season.

76. **Sponsorship.** The User shall not represent or imply that the City in any way sponsors or endorses the activities for which the playing fields and facilities are to be used by User.

87. **Improvements and Signage.** No improvements or signage shall be constructed or installed by the User on the City's property without the prior written consent of the City being first obtained. No changes in any existing improvements, other than repair and maintenance of the fields and similar activities, shall be made unless formal approval from the City is received after submission of plans and drawings in accordance with City rules and regulations. No signs shall be constructed or located on the City's property without obtaining a permit from the City prior to construction.

98. **Concessions**. The City hereby grants the User the non-exclusive right during the periods of baseball play specified in this Agreement to operate a concession wagon stand to be located only at Forbush Park at Shepard Lane Park upon the City's property during the hours specified in this Agreement. User hereby agrees to abide by and comply with all applicable ordinances, rules, and regulations pertaining to food handling and operations of the concession facilities including all applicable requirements of the Davis County Board of Health. The concession wagonstand shall be independent of any City operations and the City shall have no financial or legal responsibility for any actions, activities or operations of the concession wagonstand. User shall be responsible to store and maintain the concession wagon stand in accordance with applicable law.

109. **Insurance and Indemnification**

a. Insurance. The User shall provide and maintain, during the term of this agreement, at User's sole cost and expense, comprehensive general liability insurance coverage to insure against all claims which arise from operation or performance of the User's program and activities covered by this Agreement. The single limit coverage applying to bodily and personal injury liability or property damage shall be not less than $1,000,000. This policy shall contain an endorsement listing the City and its officers, employees, and representatives as additional insureds. User will obtain and maintain any casualty or other insurance deemed desirable by User to protect User's equipment and property. The City shall have no liability for loss or damage to any property of the User at any time.

b. Indemnification. User expressly agrees to indemnify, defend, and hold the City, its officers, employees, and representatives free and harmless from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorney's fees arising out of any negligence of the City, its officers, employees, agents, and representatives in performing any of the City's obligations under this Agreement.

11~~0~~. **Non-Exclusive Use.** Nothing herein shall prevent the City from allowing use of the City parks specified herein, the baseball diamonds and related facilities by others as determined by the City, provided that such use shall not unreasonably interfere with the use thereof by the User as permitted herein. The City and the User shall cooperate to ensure coordination and equitable use of the facilities by other persons and recreation programs.

12~~1~~. **Termination.** Either party may terminate this agreement upon giving thirty (~~30~~60) days written notice to the other party.

13~~2~~. **Assignment and Amendment.** No amendment or modification of this Agreement shall be of any force or effect unless set forth in writing and signed by the parties thereto. The User shall not assign, rent, trade or transfer any rights under this Agreement.

14~~3~~. **Entire Agreement.** This Agreement between the parties hereto contains the entire understanding and agreement of the parties with respect to the subject matter herein contained and no prior or contemporaneous agreements, promises, representations, or understandings which are not contained herein with respect thereto shall be of any force or effect.

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

FARMINGTON CITY

By:_____
Scott C. Harbertson, Mayor

ATTEST:

_____
Holly Gadd, City Recorder

FARMINGTON AREA BASEBALL LEAGUE

By: _____
Its: _____