



CENTERVILLE CITY

250 North Main • Centerville, Utah 84014-1824 • (801) 295-3477 • Fax: (801) 292-8034

Incorporated in 1915

Mayor

Paul A. Cutler

City Council

Ken S. Averett

Tamilyn Fillmore

John T. Higginson

Stephanie Ivie

Lawrence Wright

City Manager

Steve H. Thacker

interoffice MEMORANDUM

to: Mayor Cutler
City Council
cc: Department Heads
Planning Commission
from: Steve H. Thacker, City Manager
subject: City Manager's Summary of May 6, 2014 Council Meeting
date: May 2, 2014



5:30 Work Session -- The City Council will meet at 5:30 p.m. in a work session for two purposes: 1) to continue discussion of the drainage system impact fee analysis and rate study; and 2) to discuss options for improving pedestrian safety at several crosswalks. Formal action on drainage impact fees and monthly rates will be scheduled for a later date if a majority agree on what those fees and rates should be. If the Council agrees to fund pedestrian safety improvements at any crosswalks, they can approve funding for such in the City Council and/or RDA meetings that follow the work session. **Dinner will be available for the City Council and staff beginning at 5:15 p.m.**

7:00 Regular City Council Meeting

E.1. Minutes Review and Acceptance – The minutes to be approved are enclosed.

E.2. Summary Action Calendar

- a. **Accept public utility easements**—for a lot located at approximately 82 W. Walton Lane.
- b. **Assignment Agreement**—Ownership of the Woods Park PDO residential development at the corner of Lund Lane and the Frontage Road has transferred to Oakwood Homes of Utah, LLC. Therefore, the rights and obligations of the original Development Agreement need to be assigned to the new owner.
- c. **Infrastructure Improvements Agreement**—The ownership transfer of Woods Park PDO also requires the new owner to enter into the same agreement that was approved between the City and the prior owner.

E.3. Interlocal Agreement with Bountiful City – Bountiful City is reconstructing 400 East Street south of Pages Lane. A small portion of this project is within Centerville City limits. Therefore, this agreement commits Centerville City to pay its portion of this work—approximately \$57,000 plus materials testing fees pertaining to that portion. The road is being reconstructed as a concrete street instead of asphalt.

E.4. Centennial Book Discussion – A committee is working on a book that will be published in connection with Centerville's Centennial Celebration in 2015. In an earlier meeting, the City Council discussed related issues, such as copyright ownership, funding, liability, etc. No consensus was achieved on these issues. Staff offered to have further discussion with Lloyd Carr, originator of the book idea, and then schedule this matter for further discussion by the City Council.



- E.5. FY 2015 Budget** – State law requires that I present my Proposed Budget to the City Council by the first meeting in May each year. The Proposed Budget is attached to the staff report. I recommend the Council and public read my Budget Message--at the beginning of the Proposed Budget--to get a brief summary of its content. State law requires the City Council adopt a "Tentative Budget" at some point and set a date for a public hearing on the Budget before adopting a "Final Budget" by the June 22 statutory deadline. I recommend the Council adopt my Proposed Budget as the Tentative Budget with the understanding they can revise it in any way they desire prior to adoption as a Final Budget. I recommend the public hearing be set for June 3.
- E.6. Mayor's Report** – Mayor Cutler will report on Fire Agency matters and provide an update of UTOPIA topics.
- E.7. City Manager's Report** – In my absence, Assistant City Manager Blaine Lutz may report on one or more matters.
- E.8. Miscellaneous Business**
- a. **Pedestrian Safety Improvements**—If the City Council agrees in the earlier work session to pay for crosswalk enhancements, they may need to approve the use of contingency funds.
 - b. **Idle-Free Zone Concept**—Councilwoman Fillmore has asked for time to explain this concept and engage the City Council in discussion.
- E.9. Closed Meeting, if necessary** – At this time I am not aware of a need for a closed meeting, but the agenda allows for that possibility.
- E.10. Appointments to City Boards/Committees** – Mayor Cutler may recommend appointments to City boards or committees.

8:20 RDA Meeting

An RDA meeting is necessary for presentation of the Proposed RDA Budget for FY 2015, the adoption of a Tentative RDA Budget, and setting a public hearing. The RDA agenda also shows the possibility of the Board authorizing the use of RDA funds for crosswalk safety enhancements within the RDA Project Area—depending on what happens on this topic in the earlier work session.

Potential Agenda Items for May 20 regular City Council Meeting (subject to change):

- Monthly financial report
- Bid award for Oak Ridge waterline upgrade
- Bid award for Community Park Expansion Phase I Construction
- Beekeeping ordinance amendment
- Staff report re: fence permit concept
- Summerfest invitation from Bountiful Davis Arts Council
- Budget work session
- Recognition of outgoing City Youth Council members
- Presentation by Hill AFB Public Affairs Office re: 2014 Air Show

CENTERVILLE CITY COUNCIL AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REGULAR PUBLIC MEETING AT 7:00 PM ON May 6, 2014 AT THE CENTERVILLE CITY COMMUNITY CENTER AND CITY HALL COUNCIL CHAMBERS, 250 NORTH MAIN STREET, CENTERVILLE, UTAH. THE AGENDA IS SHOWN BELOW.

Meetings of the City Council of Centerville 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.

Centerville City, in compliance with the Americans With Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance, including hearing devices. Persons requesting these accommodations for City-sponsored public meetings, services, programs, or events should call Blaine Lutz, Centerville Finance Director, at 295-3477, giving at least 24 hours notice prior to the meeting.

A notebook containing supporting materials for the business agenda items is available for public inspection and review at City Hall and will be available for review at the meeting . Upon request, a citizen may obtain (without charge) the City Manager's memo summarizing the agenda business , or may read this memo on the City's website: <http://centervillepublic.novusagenda.com/> .

Tentative - The times shown below are tentative and are subject to change during the meeting.
Time:

5:30 Work Session - Continue drainage IFFP/IFA/rate study discussion

6:15 Work Session - Discuss options for crosswalk safety enhancements

7:00 A. **ROLL CALL**

(See City Manager's Memo for summary of meeting business)

B. PLEDGE OF ALLEGIANCE

C. PRAYER OR THOUGHT

Episcopal Church of the Resurrection Representative

7:05 D. **OPEN SESSION (This item allows for the public to comment on any subject of municipal concern, including agenda items that are not scheduled for a public hearing. Citizens are encouraged to limit their comments to two (2) minutes per person. Citizens may request a time to speak during Open Session by calling the City Recorder's office at 295-3477, or may make such request at the beginning of Open Session.) Please state your name and city of residence.**

E. BUSINESS

7:10 1. Minutes Review and Acceptance

Review and accept April 15, 2014 City Council meeting minutes.

7:10 2. Summary Action Calendar

a. Accept public utility easement for the Douglas Coons lot located at approximately 82 West Walton Lane.

b. Consider Assignment Agreement with Oakwood Homes of Utah, LLC for Woods Park PDO.

c. Consider Infrastructure Improvements Agreement (Prior to Recording Plat) with Oakwood Homes of Utah, LLC for Woods Park PDO.

- 7:10 3. **Interlocal Agreement with Bountiful City for 400 East Street Reconstruction Project**
Consider Resolution No. 2014-12 approving an Interlocal Cooperation Agreement between Centerville City and Bountiful City for the 400 East Reconstruction Project.
- 7:20 4. **Centennial Book Discussion**
Discuss further issues regarding copyright, publication and financing of the proposed Centerville Centennial Book.
- 7:35 5. **FY 2015 Budget**
a. Presentation of City Manager's proposed budget
b. Adopt tentative budget and set public hearing date
- 7:50 6. **Mayor's Report**
a. Fire Agency
b. UTOPIA Update
- 8:00 7. **City Manager's Report**
- 8:05 8. **Miscellaneous Business**
a. Consider funding for crosswalk pedestrian safety improvements
b. Idle-free zone concept
- 8:20 9. **Closed meeting, if necessary, for reasons allowed by state law, including, but not limited to, the provisions of Section 52-4-205 of the Utah Open and Public Meetings Act, and for attorney-client matters that are privileged pursuant to Utah Code Ann. § 78B-1-137, as amended**
- 8:20 10. **Possible action following closed meeting, including appointments to boards and committees**

F. ADJOURNMENT

- 8:20 Adjourn to RDA Meeting
Items of Interest (i.e., newspaper articles, not items on agenda)

CENTERVILLE CITY COUNCIL

Staff Backup Report 5/6/2014

Item No.

Short Title: Work Session - Continue drainage IFFP/IFA/rate study discussion

Initiated By:

Scheduled Time: 5:30

SUBJECT

RECOMMENDATION

Allow Fred Philpot, consultant from Lewis, Young, Robertson & Burningham, to present the additional scenarios prepared since the April 15 City Council meeting; then discuss the impact fee analysis and rate study content and recommendations.

BACKGROUND

City Council received the initial presentation on this matter at their March 4 work session and continued discussion on April 15. Based on comments at the recent meeting--and staff's further revision of the capital projects plan--the consultant has done additional analysis and revised the scenarios. The attached document is an update of the document given to City Council at the April 15 meeting.

With addition of construction inflation in the impact fee facilities plan, the proposed impact fee is higher than earlier proposed. The amount of increase depends on whether the Council intends to issue bonds in the next few years for drainage projects.

The consultant's attached presentation shows five scenarios regarding the monthly drainage fees (both stormwater and subsurface water)--including pay-as-you-go options and several options involving issuance of debt.

Staff are hopeful the City Council will be able to reach consensus on both the impact fee and monthly drainage utility fees, so that formal action can be taken in a future meeting.

ATTACHMENTS:

Description

- D Centerville City IFA-Rate Worksession Presentation

CENTERVILLE CITY COUNCIL

Staff Backup Report 5/6/2014

Item No.

Short Title: Work Session - Discuss options for crosswalk safety enhancements

Initiated By:

Scheduled Time: 6:15

SUBJECT

RECOMMENDATION

Review the various options for enhancing pedestrian safety at several crosswalks and agree upon the improvements to be funded. If necessary, take action later in the evening--in the regular City Council meeting and RDA meeting--to approve funding for these improvements.

BACKGROUND

Concerns continue to be expressed about the safety of the crosswalk at 520 North 400 West, just east of the performing arts center. This painted crosswalk was installed at the conclusion of construction of the performing arts center. Then in 2013--to accomodate CenterPoint Theatre (CPT) patrons parking in the Colonial Building Supply lot due to MTC parking structure construction--CPT management was given a portable sign to place in the roadway to warn drivers of this crosswalk. Further investment in this pedestrian crossing was put on hold to re-evaluate the need after the MTC parking structure was completed. Concerns continue to be expressed about the safety of this crossing. Therefore, staff has been asked to look at options for enhancing pedestrian safety at this location.

Staff has also discussed potential additional safety enhancements for several other pedestrian crossings: 400 West/Bellano Way (just north of the library); Chase Lane/400 West; and at the north end of the Iggy's island. Staff will review the options with City Council and seek their direction. The cost of various options is provided below, with supporting documentation attached:

- **Ped-in-a-bag: \$188.** This is a portable sign like the one provided to the CPT last year to put in the roadway for patrons crossing from the Colonial parking lot. CPT management apparently is hoping the City will provide an alternative to this sign at the crosswalk on 400 West. They have stopped putting the portable sign out in the evenings.
- **In-street Pedestrian: \$228 each plus \$10 base.** These are now in place on the curbs at 400 West/Chase Lane.
- **"Solestrian": \$689 plus \$42 base.** This is a portable sign marketed for "special event traffic". It has flashing lights around the stop symbol on the sign.
- **Thermoplastic street markings: \$6.23 per linear foot.** This 12-inch wide tape is supposed to have a 5-year life. If this was used for the crosswalks at 520 North/400 West, 400 West/Bellano Way, and for two crossings at the north end of the Iggy's island, and to add graduated advance warning markings on the streets in both directions, the total cost estimate for all four locations is \$4455.
- **Solar Crosswalk Flashing Beacon--push button activated: \$7293 for two, plus \$1736**

for installing both. Solar-powered. Mount one on each side of a crosswalk (i.e. two would be adequate for 520 North/400 West, but four may be needed at Chase Lane/400 West unless school children are directed to all use the same crosswalk). **Hard-wire version: \$4674 for two, plus \$1736 for installing both, plus cost of electrical connection to power supply, plus ongoing monthly power charge.**

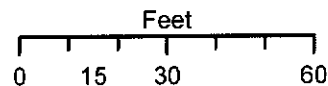
ATTACHMENTS:

Description

- ☐ Crossing fixture detail
- ☐ Chase Lane location
- ☐ 520 N location
- ☐ Bellano Way location
- ☐ Marketplace location

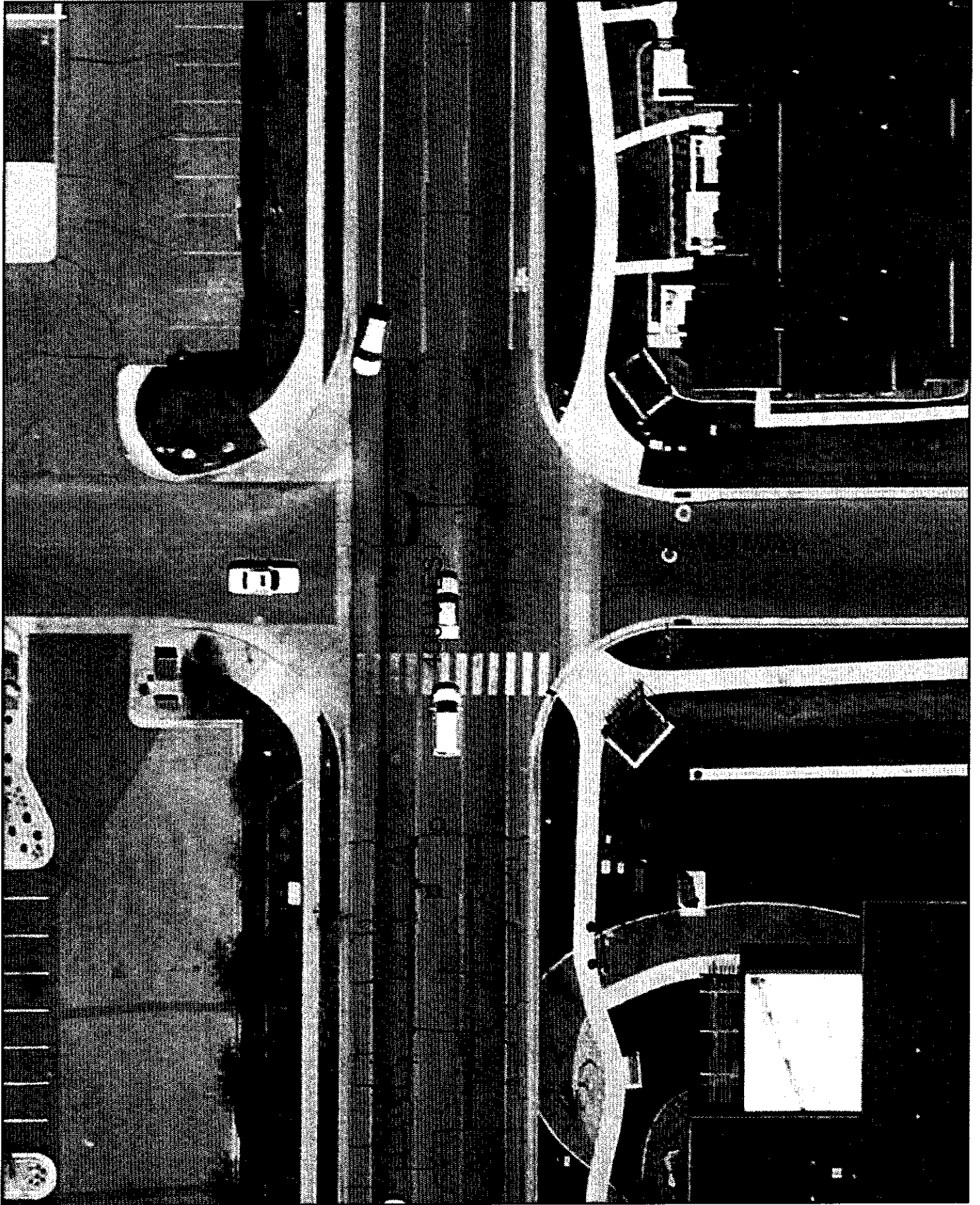
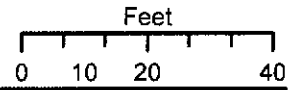


520 NORTH & 400 WEST





BELLANO WAY & 400 WEST





© 2014 Google

Google earth

Google earth

feet
meters



CENTERVILLE CITY COUNCIL

**Staff Backup Report
5/6/2014**

Item No.

Short Title: (See City Manager's Memo for summary of meeting business)

Initiated By:

Scheduled Time:

SUBJECT

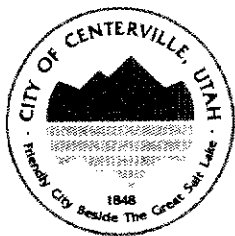
RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- D City Manager Summary Memo - May 6, 2014



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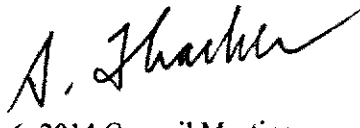
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CENTERVILLE CITY COUNCIL

**Staff Backup Report
5/6/2014**

Item No.

Short Title: Episcopal Church of the Resurrection Representative

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

CENTERVILLE CITY COUNCIL

Staff Backup Report 5/6/2014

Item No. 1.

Short Title: Minutes Review and Acceptance

Initiated By:

Scheduled Time: 7:10

SUBJECT

Review and accept April 15, 2014 City Council meeting minutes.

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

D April 15, 2014 City Council minutes

PRELIMINARY DRAFT

Minutes of the Centerville City Council meeting held Tuesday, April 15, 2014 at 7:04 p.m. in the Centerville City Hall Council Chambers, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT

Mayor	Paul A. Cutler
Council Members	Tamilyn Fillmore John T. Higginson Stephanie Ivie Lawrence Wright

<u>MEMBER ABSENT</u>	Ken S. Averett
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<u>STAFF PRESENT</u>	Steve Thacker, City Manager Blaine Lutz, Finance Director/Assistant City Manager Lisa Romney, City Attorney Kevin Campbell, City Engineer Randy Randall, Public Works Director Jacob Smith, Management Assistant Cory Snyder, Community Development Director Katie Rust, Recording Secretary
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<u>VISITORS</u>	Fred Philpot, Lewis Young Robertson & Burningham, Inc. Interested citizens (see attached sign-in sheet)
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PLEDGE OF ALLEGIANCE

<u>PRAYER OR THOUGHT</u>	Blaine Lutz, Finance Director/Assistant City Manager
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OPEN SESSION

Dale McIntyre – Referring to an officer-involved shooting that took place in Centerville on Sunday, April 13th, Mr. McIntyre expressed gratitude to those who take on the responsibility to protect and serve the community. Mayor Cutler added his appreciation for those who put their safety on the line every day for the protection of the community, and expressed sympathy for the family of the victim as well as the family of the officer involved and the entire Police Department.

MINUTES REVIEW AND ACCEPTANCE

The minutes of the April 1, 2014 work session, City Council meeting, and closed meeting were reviewed. Steve Thacker, City Manager, corrected the date on the work session minutes. Councilman Wright requested three amendments to the Council meeting minutes, and Councilwoman Fillmore requested one amendment to the Council meeting minutes. Councilman Higginson made a **motion** to approve the minutes of the work session and the Council meeting as amended, as well as the minutes of the closed meeting. Councilwoman Ivie seconded the motion, which passed by unanimous vote (4-0).

SUMMARY ACTION CALENDAR

- a. Accept storm drainage, waterline and public utility easements for the Pasture Business Park Project located at approximately 1275 North 1300 West.
- b. Approve purchase of software update from Wonderware West in the amount of \$12,680.25, used for monitoring and operating the City's culinary water system.

Councilwoman Fillmore made a **motion** to approve both items on the Summary Action Calendar. Councilwoman Ivie seconded the motion, which passed by unanimous vote (4-0).

PUBLIC HEARING – ZONE MAP AMENDMENT (REZONE) – 1984 NORTH 400 WEST AND 2000 NORTH 400 WEST

The properties at 1984 North 400 West and 2000 North 400 West were divided in the past without proper approval from Centerville City. City ordinances recognize the existence of one parcel with only one residential development right. One of the divided properties has already exercised this right with the construction of a single family home. Cory Snyder, Community Development Director, explained the request to rezone the properties from Agricultural-Low (A-L) to Residential-Low (R-L), which would bring the property with a single family home in conformance with City ordinance, and would allow proper subdivision of the vacant property for future development. Mr. Snyder reported that the General Plan sets the base density for the neighborhood as a low-density residential area. Both R-L and A-L are considered low-density. The Planning Commission has recommended approval of the request.

Referring to the desire of one of the parties involved to develop the vacant property, Councilman Wright expressed he would feel more comfortable if the whole series of events were presented to the Council for action in one meeting, in this and future situations. Mr. Snyder responded that the petitioner has only requested the change to R-L Zone at this time. Lisa Romney, City Attorney, stated that proper noticing would need to occur, as well as staff analysis, prior to presenting further actions to the Council. Councilman Wright commented he understands some of the neighbors of the property are concerned about the creation of an island of R-L within the A-L area. Councilman Wright suggested the issue be re-noticed and the petitioner bring back a package of actions for consideration. Mr. Snyder responded that the recommendation currently before the Council is intended to remedy an illegal situation. If it was presented as a package the recommendations from staff and the Planning Commission would be different.

Spencer Packer, one of the petitioners, stated he understood rezoning the entire parcel was the only option available. Councilman Wright asked if Mr. Packer plans to build on the vacant property right away, and if he is interested in retaining A-L for the property. Mr. Packer stated he is accepting of the R-L Zone, and understands he can come back and apply to rezone if desired. Councilwoman Fillmore added that the differences between R-L and A-L will not affect the ability to acquire a building permit for a home. Councilman Wright repeated his desire for all the actions to be packaged together. Mr. Snyder stated that applications for small subdivision are considered by the Planning Commission.

At 7:37 p.m. Mayor Cutler opened a public hearing. Seeing that no one wished to comment the Mayor closed the public hearing.

Councilwoman Fillmore made a **motion** to approve Ordinance No. 2014-08 amending the Centerville City Zoning Map by changing the zoning of approximately .85 acres of real

property located at 1984 North 400 West and 2000 North 400 West from A-L to R-L based on the findings of the Planning Commission. Councilwoman Ivie seconded the motion.

Findings:

1. The Planning Commission finds that the proposed rezone meets the criteria found in Section 12-21-080(e) of the Zoning Ordinance.
2. The Planning Commission finds that the rezone request is consistent with the goals of the General Plan found in Section 12-480-5, as reviewed in the Planning Staff Report.
3. The Planning Commission finds that the subject parcels were divided and subsequently sold to other parties (*apparently a few times*) without proper approval from Centerville City.
4. The Planning Commission finds that City Ordinances only recognize the existence of one parcel (.85 ac) with only one residential development right.
5. The Planning Commission finds that another party desires to purchase the vacant divided lot (.50 ac) and construct another residential structure.
6. The Planning Commission finds that in order to develop a second dwelling, the original lot needs to be properly subdivided and install the required infrastructure to establish another house.
7. The Planning Commission finds that due to the original size of these divided tracts (.85 acres), there is not sufficient amount land area to meet the minimum lot size requirement of ½ acre for the Agricultural-Low (A-L) Zone.
8. The Planning Commission finds that if the R-L were approved, the lot size requirement reduces to four (4) units per acre and hence there would be sufficient opportunity to subdivide the land into two lots.
9. The Planning Commission finds that, upon a future subdivision approval, the parcel with the existing dwelling, which is currently situated on an illegal undersize lot (.35 where .50 is required by the A-L Zone), would then become a conforming lot size within the R-L Zone.

Councilman Wright expressed concern regarding staff communication to the applicant that only one solution existed. He stated he is concerned about the affect the rezone will have on the neighborhood. Mayor Cutler stated he understands only one option exists given current zoning ordinances. He also stated he does not have a problem with having one or two lots zoned R-L in an A-L area, but would be willing to consider a later request to rezone back to A-L. Councilwoman Ivie referred to the concern expressed by neighbors of the property in the Planning Commission meeting. She feels retaining the A-L Zoning is important, and asked if this would be an opportunity for a variance. Ms. Romney responded the statutory factors are not met for granting a variance. Councilwoman Fillmore pointed out that Councilwoman Ivie's concern is related to the General Plan, and the proper procedure to address the concern would be to request an adjustment to the General Plan at a later meeting. Councilwoman Fillmore stated the request before the Council is in line with the General Plan, and denying the application would be inappropriate. Councilman Higginson stated he hopes the neighborhood remains agricultural. The motion passed by unanimous vote (4-0).

PUBLIC HEARING – ZONING ORDINANCE TEXT AMENDMENT – BUILDING STREET FRONTAGE IN SOUTH MAIN STREET CORRIDOR (SMSC)

Mr. Snyder explained the proposed Zoning Ordinance Text Amendment, which would resolve an existing conflict in the Ordinance for development of corner lots on Main Street

1 regarding frontage and landscaping buffer requirements. Councilman Wright asked if the
2 changes would impact the Main Street Plan. Mr. Snyder responded the Main Street Plan would
3 not be impacted.
4

5 At 7:53 p.m. Mayor Cutler opened a public hearing, and closed the public hearing seeing
6 that no one wished to comment.
7

8 Councilman Higginson made a **motion** to approve Ordinance No. 2014-09 amending
9 Section 12-48-150 of the Centerville Zoning Ordinance regarding building street frontage
10 requirements for corner lots and Table 12-48-3 of the same regarding landscaping buffer
11 requirements in the SMSC District based on the findings recommended by the Planning
12 Commission. Councilwoman Ivie seconded the motion, which passed by unanimous vote (4-0).
13

14 ***Findings:***

- 15
16 a. The proposed text amendment meets the factors to be considered for an
17 amendment found in Section 12-21-080(e) of the Zoning Ordinance.
18 b. The change was found to be consistent with the General Plan [Section 12-480-7-
19 1 D, 12-480-7-4B].
20 c. There will not be any significant impacts to the surrounding community in relation
21 to this amendment [Section 12-21080(e)(3)].
22

23 **FINANCIAL REPORT**

24
25 Blaine Lutz, Finance Director, presented a financial report for the nine-month period
26 ending March 31, 2014. On the General Fund Summary Mr. Lutz included a column showing
27 numbers for the same period in the previous fiscal year. Council members commented that
28 being able to compare to the previous year is helpful.
29

30 The Council took a brief recess at 8:12 p.m. and returned at 8:16 p.m.
31

32 **RESOLUTION NO. 2014-10 AMENDING 2014 BUDGET (CURRENT FISCAL YEAR)**

33
34 Mr. Lutz explained the proposed amendments to the FY 2014 Budget as stated in the
35 staff report. Mayor Cutler opened a public hearing at 8:32 p.m.
36

37 William Ince – Mr. Ince stated he does not understand the concept of adjusting the
38 budget before the end of the year to match actual expenses. Mr. Ince asked if there is a
39 reconciliation of the initial budget at the beginning of the year and the budget at the end of the
40 year that accounts for the differences. Mr. Lutz responded the City is required to show changes
41 in the budget. Mr. Thacker added that a lot of accountability is built into the process of spending
42 the City's money. Mayor Cutler added that reporting of municipal finance is different than
43 reporting of commercial finance.
44

45 Mayor Cutler closed the public hearing at 8:36 p.m. and recommended the Council
46 approve Resolution No. 2014-10. Councilwoman Fillmore made a **motion** to approve
47 Resolution No. 2014-10 amending the Fiscal Year 2014 Budget of funds for Centerville City and
48 giving an effective date of April 15, 2014. Councilwoman Ivie seconded the motion, which
49 passed by unanimous vote (4-0).
50

1 Mayor Cutler recommended the discussion of the Drainage Impact Fee Analysis and
2 Rate Study be moved forward on the agenda. Councilman Higginson made a motion to move
3 up item 11 on the agenda. Councilwoman Ivie seconded the motion, which passed by
4 unanimous vote (4-0).

5
6 **PRESENTATION AND DISCUSSION OF DRAINAGE IMPACT FEE ANALYSIS AND**
7 **RATE STUDY – CONTINUED**
8

9 Fred Philpot of Lewis Young Robertson & Burningham continued a presentation of the
10 Drainage Impact Fee Analysis and Rate Study begun at a work session on March 4th. He
11 showed how the current and proposed Centerville storm drain impact fees compare to those of
12 surrounding communities, and explained factors that contribute to the differing impact fees
13 between cities. Mr. Thacker stated the proposed increase would align the residential storm
14 drain impact fee with the commercial drainage impact fee, as the analysis determined
15 residential and commercial have a similar impact in general.

16
17 Mr. Philpot presented five rate scenarios, and explained that the Council should consider
18 four objectives for each scenario: (1) inclusion of depreciation at 25%; (2) inclusion of Capital
19 Improvement Plan (CIP) at 100%; (3) coverage ratio of at least 1.25; and (4) year-end fund
20 balance should provide for 150 days of working capital.

21
22 Scenario 1: (Baseline) No Rate Increase – results in coverage ratio of less than 1.25
23 by 2016 and less than 150 days of working capital by 2015.

24 Scenario 2: Rate Increase (No Debt) – 106% increase to Storm Utility ESU rate in
25 2015 from \$4 to \$8.24 per month, projected to meet obligations through
26 2020.

27 Scenario 3: Base Rate Increase (with Debt) – 82% increase to ESU rate in 2015 from
28 \$4 to \$7.28 per month and issuance of \$935,396 debt in 2016, projected
29 to meet objectives through 2020.

30 Scenario 4: Shared Rate Increase (with Debt) – 72% increase to ESU rate in 2015
31 from \$4.00 to \$6.88 per month, as well as increases to Subdrain EDU
32 monthly charges, and issuance of \$935,396 debt in 2016, projected to
33 meet objectives through 2020.

34 Scenario 5: Staggered Rate Increase (with Debt) – 37.5% increase to ESU rate in
35 2015 to \$5.50 per month, 29% increase in 2016 to \$7.10 per month, and
36 issuance of \$935,396 debt in 2016, projected to meet objectives through
37 2020.

38
39 Mr. Philpot stressed the need to review impact fees regularly. Impact fees must be used
40 within a specific amount of time or must be refunded. The five rate scenarios presented
41 assume the maximum allowable impact fee is adopted by the City Council. Mr. Philpot
42 explained that some cities build an annual rate increase into their ordinance to account for
43 inflation. Mr. Lutz stated the scenarios assume that all capital improvements in the CIP are
44 accomplished, which is ideal, but may not happen. Mr. Thacker added that the projects in the
45 CIP were originally planned for a 15-year period, but have been stretched out over a 30-year
46 period. Kevin Campbell, City Engineer, commented that many of the capital improvement
47 projects are timed to coincide with UDOT road projects and County drainage projects to take
48 advantage of cost-sharing.

49
50 Councilwoman Fillmore stated that since the CIP includes both storm and subdrain
51 projects, it would make sense to only consider options that share the rate increase between the

1 ESU and EDU. Councilman Wright stated he would like to find a solution without going into
2 debt. Mayor Cutler responded that not going into debt is a good principle, but for these types of
3 capital improvement projects he feels it is appropriate to borrow to allow the cost to be paid by
4 current and future users as the improvements are used over a long period of time. The Mayor
5 stated he likes the idea of a set annual increase.

6
7 Mr. Philpot explained the affordability index used as a benchmark in the analysis, and
8 explained the next steps in the process for the Council and staff. Mr. Philpot said that, based on
9 statements made by Council members, he understands there is interest in further considering
10 options that include a combined approach, with and without debt, and possibly a CPI
11 adjustment. Councilwoman Fillmore said she would like an analysis of the added cost of
12 interest with the bond option. Councilman Higginson stated he prefers the option of jumping to
13 the \$8.00 rate without debt rather than \$7.00 with debt. Mayor Cutler expressed a desire to see
14 how an incremental increase would affect the timing of the CIP. Councilman Higginson stated
15 that as a citizen he would prefer a one-time increase instead of an increase every year.
16 Councilwoman Ivie asked if there is a way to incentivize citizens to reduce the amount of
17 impervious surface to create less demand on the storm drain system. Mr. Thacker stated he
18 appreciates the merit of the idea, but it would be very difficult to administer on a home-by-home
19 basis. Staff will meet with Mr. Philpot to coordinate the CIP schedule with the options requested
20 by the Council.

AWARD BID TO STAKER PARSON CO. FOR 2014 STREET PAVING PROJECTS

21
22
23 Councilwoman Ivie made a motion to award bid to Staker Parson Co. for the 2014
24 Street Paving Project in the amount of \$289,150. Councilwoman Fillmore seconded the motion.
25 Councilman Higginson referred to previous Council discussions regarding the possibility of
26 combining purchasing power with neighboring cities. Kevin Campbell, City Engineer, responded
27 that Bountiful has its own overlay machine and street plans that would make large-scale
28 cooperation difficult, but partnering with Farmington might provide savings of up to 5%. He
29 added that Centerville is cooperating with Bountiful on a 400 East concrete project. Councilman
30 Wright asked if concrete roads save money in the long-run. Mr. Campbell responded that
31 concrete can save money if the utilities under the street last long enough. The motion passed
32 by unanimous vote (4-0).

MAYOR'S REPORT

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- City staff developed performance measures and met with Mayor Cutler in the first quarterly performance review. Councilman Wright suggested the Mayor consider utilizing the Baldrige system. Mr. Thacker responded that he has looked at the Baldrige system but believes a more simplified approach is better for the City's small organization.
 - Mayor Cutler reported that two elementary school DARE graduations have taken place, with two yet to occur.
 - The Mayor reported that UTOPIA financial performance reports will now be submitted monthly. All cities except for Payson, Orem, and Murray have approved paying the operating assessment. Mayor Cutler stated he believes this was prompted by a steady increase in UTOPIA revenue, leadership changes, and the assumption of a short-term period for the operating assessment (ending September 2014).
 - Mayor Cutler said it is anticipated that the Macquarie report will be released on April 25th. The Mayor intends to put a citizen committee together to discuss and consider

1 the options available, meeting as early as April 29th. Council members gave the
2 Mayor recommendations of community members who could participate.
3 Councilwoman Fillmore stated that, in considering the option of using a utility fee to
4 pay for internet service, she thinks it would be appropriate for the citizen committee
5 to brainstorm options other than the Macquarie option, and the earlier the committee
6 meets the more valuable their analysis of the Macquarie option will be. Councilman
7 Wright recommended the citizen committee begin with complete Macquarie
8 information, and a direction from the Mayor of what is expected.

- 9 • Mayor Cutler asked Councilwoman Fillmore to share what she took away from a
10 meeting recently attended. She responded what stood out to her was the need to
11 know what Macquarie has to offer. Councilwoman Fillmore added that she cannot
12 make a decision in a vacuum, and needs to be able to compare and contrast to
13 make an informed decision. She wants to know what other options are available with
14 the whole new concept of bringing in money through a utility fee. Mayor Cutler said
15 he would like to have a plethora of options, but in reality Centerville is one of eleven
16 cities. He is working hard to find other options besides the utility fee. He feels
17 people will come up with a lot of ideas, but there is a need to quickly narrow the
18 ideas down to what is feasible. The Mayor believes some of the other cities would
19 not be willing to wait while Centerville takes time to consider. Councilman Higginson
20 commented that Centerville is different from the other cities because it is built out,
21 and what is best for Centerville could be different from the other cities. Mr. Lutz
22 stressed the need to focus on realistic, feasible, long-term options. He agreed to put
23 together a list of risks that should be considered. Mayor Cutler directed staff to
24 organize and reformat the available information regarding UTOPIA and add a link on
25 the City's homepage.

26 27 CITY MANAGER'S REPORT

- 28
29 • Bids on the Main & Parrish intersection project open this week. Mr. Thacker reported
30 that the northbound east-side bus stop on Main Street currently north of Parrish Lane
31 will be moved to the south side of Parrish Lane on Founder's Park frontage. He will
32 continue negotiations regarding the bus stop on the west side of Main Street.
- 33 • Referring to the officer-related shooting that took place on April 13th, Mr. Thacker
34 said he spoke with Officer Jason Reed, who seems to be at peace with what
35 happened. Mr. Lutz added that the recent article on the event published in the
36 Standard Examiner has a lot of incorrect information.

37 38 COUNCIL TRAINING

39
40 The Council chose to postpone the planned training.

41 42 ADJOURNMENT

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44 At 10:46 p.m. Councilman Wright made a **motion** to adjourn the meeting. Councilman
45 Higginson seconded the motion, which passed by unanimous vote (4-0).

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Katie Rust, Recording Secretary

CENTERVILLE CITY COUNCIL

Staff Backup Report 5/6/2014

Item No. 2.

Short Title: Summary Action Calendar

Initiated By:

Scheduled Time: 7:10

SUBJECT

- a. Accept public utility easement for the Douglas Coons lot located at approximately 82 West Walton Lane.
- b. Consider Assignment Agreement with Oakwood Homes of Utah, LLC for Woods Park PDO.
- c. Consider Infrastructure Improvements Agreement (Prior to Recording Plat) with Oakwood Homes of Utah, LLC for Woods Park PDO.

RECOMMENDATION

- a. Accept Public Utility Easement for the Douglas Coons lot located at approximately 82 West Walton Lane.
- b. Approve Assignment Agreement with Oakwood Homes of Utah, LLC for Woods Park PDO.
- c. Approve Infrastructure Improvements Agreement (Prior to Recording Plat) with Oakwood Homes of Utah, LLC for Woods Park PDO.

BACKGROUND

- a. Douglas Coons has received final site plan approval for the development of a residential lot located at 82 West Walton Lane. The residential lot is not located within a platted subdivision, so development of the lot was required to go through site plan approval. As a condition of site plan approval, the developer is required to dedicate and record the public utility easements on three sides of the lot. The developer has provided a signed version of the attached easement and Staff recommends the City Council accept this easement and direct the City Recorder to sign and record the same.
- b. Ownership of the property for the Woods Park PDO has changed again from HWD Woods Park, LLC to Oakwood Homes of Utah, LLC. Pursuant to applicable terms of the Development Agreement for the project, the new owner must enter into an Assignment Agreement with the City agreeing to be bound by the terms and conditions of the Development Agreement. Staff recommends approval of the new Assignment Agreement.
- c. The City previously approved an Infrastructure Improvements Agreement with HWD Woods

Park, LLC for the development of the Woods Park PDO. HWD Woods Park, LLC has sold or transferred the property to Oakwood Homes of Utah, LLC, so Oakwood must now enter into the Infrastructure Improvements Agreement with the City. Staff recommends approval of the agreement with the new owner.

ATTACHMENTS:

Description

- D Coons PUE
- D Woods Park Assignment Agreement - Oakwood
- D Infrastructure Improvements Agreement - Oakwood

WHEN RECORDED, MAIL TO:

Centerville City
Attn: City Recorder
250 North Main
Centerville, Utah 84014

Affects Parcel No.: 02-098-0081

PUBLIC UTILITY EASEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor, **DOUGLAS COONS**, an individual, hereby grants, conveys, sells and sets over unto **CENTERVILLE CITY**, a municipal corporation of the State of Utah, as Grantee, its successors, assigns, licensees and franchisees, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace public utility structures and facilities, hereinafter called the "Facilities," said right-of-way and easement being situated in Davis County, State of Utah, over and through a parcel of Grantor's land, which easement is more particularly described as follows:

BEGINNING AT A POINT 549.1 FEET EAST AND 47.42 FEET SOUTH FROM THE NORTH 1/4 CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; (SAID POINT BEING ON THE NORTH LINE OF 280 SOUTH STREET - A 24.22 FOOT WIDE ROAD) AND RUNNING THENCE EAST 70.00 FEET; THENCE NORTH 10.00 FEET; THENCE WEST 63 FEET, THENCE NORTH 106.00 FEET; THENCE EAST 63.00 FEET; THENCE NORTH 7.00 FEET; THENCE WEST 70.00 FEET; THENCE SOUTH 123.00 FEET TO THE POINT OF BEGINNING

To have and to hold the same unto said Grantee, its successors and assigns, perpetually, with right of ingress and egress in said Grantee, its officers, employees, agents, contractors and assigns to enter upon the above described property with such equipment as is necessary to install, construct, maintain, operate, repair, inspect, protect, remove and replace said Facilities. During construction periods, Grantee and its contractors may use such portions of the property along and adjacent to said right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the Facilities. The contractor performing the work shall restore all property, through which the work traverses to as near its original condition as is reasonably possible. Grantor shall have the right to use said premises except for the purpose for which the right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the Facilities, or with Grantee's use thereof, or any other rights provided to the Grantee hereunder.

Grantor shall not build or construct, or permit to be built or constructed, any building or other improvement over or across said right-of-way and easement, nor change the contour thereof, without the written consent of Grantee. This right-of-way and easement grant shall run with the land and shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this right-of-way and easement this _____ day of _____, 2014.

"GRANTOR"
DOUGLAS COONS

ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On the _____ day of _____, 2014, personally appeared before me **DOUGLAS COONS**, who being by me duly sworn, did acknowledge that he is the owner of the Property referred to in the foregoing instrument and that he executed the same.

Notary Public

My Commission Expires:

Residing at:

Accepted for Recordation by Centerville City:

Marsha L. Morrow, City Recorder

Date

When recorded, return to:

Centerville City
Attn: City Recorder
250 North Main Street
Centerville, Utah 84014

Effects Parcel: 07-070-0123

**ASSIGNMENT AND ASSUMPTION AGREEMENT
FOR DEVELOPMENT AGREEMENT WITH CENTERVILLE
CITY FOR THE WOODS PARK PLANNED DEVELOPMENT (PDO) TO
OAKWOOD HOMES OF UTAH, LLC**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment Agreement") is made and entered into as of the _____ day of _____, 2014, by and between **HWD WOODS PARK, LLC**, a Utah limited liability company ("Assignor"), **OAKWOOD HOMES OF UTAH, LLC**, a Delaware limited liability company ("Assignee"), and **CENTERVILLE CITY**, a Utah municipal corporation ("City"). The City, Assignee and Assignor may collectively be referred to herein as the "Parties", or individually, as a "Party".

RECITALS:

WHEREAS, the City, Ellis, Val D. Wood, Trustee of the Val D. Wood Revocable Trust and Val D. Wood, as their interests appear ("Wood Trust"), and William J. Wright and Suzanne B. Right, as joint tenants ("Wrights"), previously entered into that certain Development Agreement, dated April 4, 2013, as recorded in the Davis County Recorder's Office as Entry No. 2731793, Book No. 5743, Pages 390-430 ("Development Agreement") regarding the development of a planned residential development on real property located at the southeastern corner of 2250 North (Lund Lane) and 800 West (Frontage Road) in Centerville City, Davis County, State of Utah (the "Woods Park PDO"), as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, HWD Woods Park, LLC previously purchased the the Property and the rights to develop the Woods Park PDO by that certain Assignment and Assumption Agreement recorded as Entry No. 2795278, Book 5980, Page 625-631; and

WHEREAS, HWD Woods Park, LLC desires to convey its interest in the Property and all existing rights and obligations to develop the Property in accordance with the

terms and conditions of the Development Agreement as more particularly provided herein to Assignee, who is now the property owner of record the Property; and

WHEREAS, the Parties desire to enter into this Assignment Agreement in order to effect an assignment by Assignor and acceptance and assumption by Assignee of all of the terms and conditions of the Development Agreement as they pertain to the Property and development of the Property as more particularly provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment and Assumption.** Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Development Agreement as it pertains to the Property, together with Assignor's rights, powers and privileges thereunder existing from and after the date Assignee acquires fee title ownership to the Property ("Effective Date of Assignment"). Assignee hereby accepts the same and assumes the rights and responsibilities of the Development Agreement as it pertains to the Property and agrees to timely pay and perform each and every obligation to be paid and performed under the Development Agreement as it pertains to the Property from and after the Effective Date of Assignment. Pursuant to Section 23 of the Development Agreement, Assignee agrees to be bound by the terms of the Development Agreement and to be liable for the performance of each of the obligations contained in the Development Agreement as they relate to the Property and any other applicable obligation regarding development of the Property from and after the Effective Date of Assignment.

2. **Acknowledgment of Recording.** Assignor and Assignee hereby acknowledge the recording of the Development Agreement against the Property and authorize the recording of this Assignment Agreement against the Property.

3. **Successors and Assigns.** This Agreement shall bind the Parties, their personal representatives, successors and assigns. Any assignment of the rights and duties of Assignee as assigned herein shall be subject to and comply with the terms of the Development Agreement, including, but not limited to Section 23 of the Development Agreement.

4. **Attorneys' Fees.** Should any Party commence a legal proceeding to enforce any of the terms or provisions of this Assignment Agreement, the prevailing Party in such proceeding shall recover reasonable attorneys' fees and costs from the defaulting Party, as fixed by the court in such proceeding.

5. **Effective Date.** The provisions of this Assignment Agreement shall become effective immediately upon proper execution by the Parties. The assignment and assumption provided herein shall become effective on the Effective Date of Assignment as defined in Section 1.

6. Miscellaneous. Nothing herein shall be deemed to create the relationship of principal and agent, partnership or joint venture between the Parties. This Assignment Agreement shall be interpreted and construed only by the content hereof, and there shall be no presumption or standard of construction in favor of or against any Party. This Assignment Agreement may be amended or modified only in writing. The invalidity or unenforceability of any provision of this Assignment Agreement, as determined by a court, shall in no way affect the validity or enforceability of any of the remaining provisions hereof. This Assignment Agreement shall be construed according to and governed by the laws of the State of Utah.

[Signature page to follow]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

"Assignor"

HWD WOODS PARK, LLC

By: _____
Its: _____

"City"

ATTEST:

CENTERVILLE CITY

Marsha L. Morrow, City Recorder

Mayor Paul A. Cutler

"Assignee"

OAKWOOD HOMES OF UTAH, LLC

By: _____
Its: _____

ASSIGNOR ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On the ____ day of _____, 2014, personally appeared before me _____, who being by me duly sworn did say that (s)he is the managing member of **HWD WOODS PARK, LLC**, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and such signator duly acknowledged to me that said limited liability company executed the same.

Notary Public

My Commission Expires: _____

Residing at: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2014, personally appeared before me Paul A. Cutler, who being duly sworn, did say that he is the Mayor of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Paul A. Cutler acknowledged to me that the City executed the same.

Notary Public

My Commission Expires: _____

Residing at: _____

ASSIGNEE ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On the ____ day of _____, 2014, personally appeared before me _____, who being by me duly sworn did say that (s)he is the managing member of **OAKWOOD HOMES OF UTAH, LLC**, a Delaware limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and such signator duly acknowledged to me that said limited liability company executed the same.

Notary Public

My Commission Expires:

Residing at:

EXHIBIT "A"

Legal Description of Property

Beginning at the intersection of the quarter section line and the east line of a Frontage Road on the east side of the Interstate 15 Freeway, said point being North 89°13'20" East 384.08 feet along the quarter section line from the West Quarter corner of Section 31, Township 3 North, Range 1 East, Salt Lake Meridian, and running;

Thence North 0°11'10" East 396.61 feet along the east line of said Frontage Road to the south line of Lund Lane;

Thence South 89°30'30" East 498.00 feet along the south line of said Lund Lane to a line defined in a Boundary Line Agreement, recorded April 8, 2013, as Entry No. 2731793, in Book 5743, at Page 390;

Thence South 0°11'15" West 418.58 feet along the line defined in said Boundary Line Agreement to a point 33.00 feet south of the quarter section line;

Thence North 89°13'20" East 2.00 feet;

Thence South 0°11'15" West 50.00 feet;

Thence South 89°13'20" West 500.05 feet to the east line of a Frontage Road;

Thence North 0°11'10" East 83.00 feet along the east line of a Frontage Road to the point of beginning.

Contains 236,196 square feet, 5.422 acres.

When recorded, return to:

Centerville City
Attn: City Recorder
250 North Main Street
Centerville, Utah 84014

Effects Parcel: 07-070-0123

**INFRASTRUCTURE DEVELOPMENT AGREEMENT
(PRIOR TO RECORDING FINAL PLAT)
BETWEEN CENTERVILLE CITY AND OAKWOOD HOMES OF UTAH, LLC FOR THE
WOODS PARK PLANNED DEVELOPMENT (PDO)**

THIS INFRASTRUCTURE DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the _____ day of May, 2014, by and between **CENTERVILLE CITY**, a Utah municipal corporation ("City") and **OAKWOOD HOMES OF UTAH, LLC**, a Delaware limited liability company ("Oakwood" or "Developer").

RECITALS:

A. Oakwood owns approximately 5.42 acres of real property located at the southeastern corner of 2200 North (Lund Lane) and 800 West (Frontage Road) in Centerville City, Davis County, State of Utah, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"); and

B. The Property has previously received rezone and final plat approval for subdivision and development of the Property into 29 residential lots as a Planned Development as more particularly shown in the approved, but not yet recorded, Woods Park Subdivision Final Plat, as set forth in **Exhibit "B,"** attached hereto and incorporated herein by this reference ("Final Plat" or "Subdivision"); and

C. Development of the Property is subject to the terms and conditions of that certain Development Agreement as recorded against the property as Entry No. 2731793, Book No. 5743, Pages 390-430, incorporated herein by this reference, regarding certain obligations and restrictions for the development of the Property and establishing the adequacy of drainage facilities necessary for development ("Development Agreement"); and

D. Centerville City Ordinances currently require subdivision developers to record the final subdivision plat and to post a bond with required security for the

estimated cost of all public improvements and other required utilities and infrastructure improvements within the subdivision prior to any construction or development of the subject property; and

E. Pursuant to SB 153, as adopted by the Utah Legislature in the 2013 General Session, developers may be permitted to begin construction of required utilities and infrastructure within the proposed subdivision prior to recording the final subdivision plat; and

F. In accordance with the provisions of SB 153, Oakwood desires to commence construction of the required utilities and infrastructure for the Subdivision, both within the subdivision and within portions of the public rights-of-way, prior to recording of the Final Plat; and

G. The City is willing to allow Oakwood to commence construction of the required utilities and infrastructure for the Subdivision, both within the subdivision and within portions of the public rights-of-way, prior to recording the Final Plat, subject to the terms and conditions of this Agreement and compliance with all applicable City Ordinances; and

H. The purpose of this Agreement is to contractually reduce to writing the respective agreements and understandings of the parties regarding the installation of the required utilities and infrastructure improvements for the Subdivision, both within the subdivision and within portions of the public rights-of-way, prior to recording the Final Plat.

AGREEMENT:

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

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

2. **Planned Development Overlay Approval.** All development within the Subdivision and use of the Property shall be subject to and shall comply with the terms and conditions of the Zone Map Amendment and Rezone of the Property from Agricultural-Low (A-L) to Residential-Low (R-L) with a Planned Development Overlay (PDO), as approved by the City Council on April 2, 2013 by Ordinance No. 2013-05 ("Rezone Approval"). No additional property may be added to the Property or the Planned Development described herein for the purposes of this Agreement except by written amendment to this Agreement approved and executed by the parties. Nothing herein shall impact or affect the City Council's legislative decision-making authority with respect to the Rezone Approval. The purpose of this Agreement is merely to address and allow installation of utilities and infrastructure prior to recording the Final Plat.

3. **Subdivision Approval.** All development within the Subdivision and use of the Property shall be subject to and shall comply with the terms and conditions of the Final Plat, as approved by the City Council on August 6, 2013, and applicable provisions of the Centerville City Subdivision Ordinance. Nothing herein shall impact or affect the City's administrative decision-making authority with respect to approval of the Final Plat. The purpose of this Agreement is merely to address and allow installation of utilities and infrastructure prior to recording the Final Plat.

4. **Development Agreement.** All development within the Subdivision and use of the Property shall be subject to and shall comply with the terms and conditions of the Development Agreement, as approved by the City Council and recorded against the Property. Nothing herein shall impact or affect the City's administrative decision-making authority with respect to approval of the Development Agreement. The purpose of this Agreement is merely to address and allow installation of utilities and infrastructure prior to recording the Final Plat.

5. **Authority to Commence Installation of Infrastructure and Utilities.** Subject to and conditioned upon the terms and conditions of this Agreement and compliance with applicable City Ordinances and permit requirements, the Developer is authorized to install certain infrastructure and utilities for the Woods Park Subdivision, both within the Subdivision and within portions of the public rights-of-way. Such infrastructure and utilities include those improvements as more particularly set forth in the Engineer's Estimate dated January 24, 2014 ("Engineer's Estimate"), as attached hereto and incorporated herein by this reference as **Exhibit "C,"** including, but not limited to, streets, sidewalks, curbs, gutters, sewer, storm drains, subdrains, irrigation, culinary water, detention basin, landscaping, street lights, etc. ("Infrastructure and Utilities").

6. **Assumption of Risk.** Developer acknowledges that City Ordinances currently require final subdivision plats to be recorded prior to installation of infrastructure and utilities and a bond to be posted or provided to the City for the estimated cost of all such improvements. Developer acknowledges that it is requesting the City to allow Developer to proceed with the installation of Infrastructure and Utilities prior to recording the Final Plat pursuant to authority under SB 153 and Developer acknowledges it is proceeding at its own risk. Developer further understands that before the Final Plat can be recorded, Developer shall be required to comply with all conditions precedent as provided herein and as otherwise required by City Ordinances. Developer further acknowledges that the Engineer's Estimate for Infrastructure and Utilities as set forth herein are merely estimates and that Developer is required to install and pay for the actual cost of such improvements, whether such costs exceed the Engineer's Estimate or not.

7. **Infrastructure and Utilities within Public Rights-of-Way.** The installation of any Infrastructure and Utilities within the existing public rights-of-way or affecting City infrastructure shall comply with all City Ordinances and requirements regarding construction within the public right-of-way. Developer shall be required to obtain an Excavation Permit for construction within or the installation of any

Infrastructure and Utilities in existing public rights-of-way. Developer shall be required to enter into the City's standard Improvements Agreement and to post a cash bond for the estimated amount of any and all Infrastructure and Utilities within the public rights-of-way or affecting City infrastructure, plus contingency, as more particularly described in the Engineer's Estimate set forth in **Exhibit C**. As set forth in the Engineer's Estimate, Developer shall be required to post a cash bond in the amount of **\$594,036** relating to Utilities and Infrastructure within the public rights-of-way or affecting City infrastructure. A fully signed and executed Improvements Agreement and cash bond shall be provided to the City prior to issuance of an Excavation Permit for any work within the existing public rights-of-way. Developer shall be required to obtain the Excavation Permit, with executed Improvements Agreement and cash bond, for the construction of Infrastructure and Utilities within the public rights-of-way prior to commencement of construction or installation of or issuance of a permit for of any Infrastructure and Utilities within the Subdivision (more particularly described in Section 8).

8. **Infrastructure and Utilities within Subdivision.** The installation of any Infrastructure and Utilities within the Subdivision shall comply with all City Ordinances and permitting requirements regarding construction of public improvements and subdivision infrastructure. Except as otherwise provided herein or in the Engineer's Estimate, such as for the Detention Basin improvements and culinary water line improvements, the Developer shall not be required to bond for or enter into an Improvements Agreement for Infrastructure and Utilities located solely within the Subdivision. Infrastructure and Utilities that are not required to be bonded for are more particularly described in the Engineer's Estimate as "on-site" improvements. The total estimated amount of such Infrastructure and Utilities within the Subdivision, plus contingency, is **\$650,378.40**, as more particularly described in the Engineer's Estimate set forth in **Exhibit C**. The Detention Basin improvements are to be bonded for and included in the Improvements Agreement for public rights-of-way improvements as described in Section 7. Developer shall not be permitted to install or obtain a permit to install any Infrastructure and Utilities within the Subdivision until and unless Developer has obtained an Excavation Permit for Infrastructure and Utilities within the public rights-of-way as provided in Section 7. Developer acknowledges that a portion of the Property is located within FEMA designated Flood Plain and handles runoff from Lone Pine Creek that flows adjacent to and through the Property, necessitating construction of the Detention Basin and other drainage improvements for development of the Property.

9. **Culinary Water Improvements.** The City installs its own culinary water line improvements for all subdivisions or developments. In accordance with applicable City Ordinances, Developer shall be required to pay to the City the estimated cost of construction of the culinary water line improvements for the Subdivision in the amount of **\$203,245.20**, as more particularly set forth in **Exhibit D**, attached hereto and incorporated herein by this reference. The estimated culinary water line costs shall be paid to the City prior to issuance of an Excavation Permit for installation of Infrastructure and Utilities in the public rights-of-way. The estimated cost of the culinary water line improvements is merely an estimate and Developer shall be

required to pay for the actual cost of construction which shall be determined by the City after completion of the improvements. The City shall send Developer an invoice for any additional costs and/or return to Developer any excess funds from the estimated amount. If the Final Plat is not recorded by June 12, 2014, Developer shall provide the City with a permanent easement, including legal description to be prepared by Developer, for the proposed and/or installed culinary water line improvements within the Subdivision. Such permanent easement shall be provided to the City by June 30, 2014.

10. **Irrigation Line Improvements.** The Engineer's Estimate includes estimates for irrigation line improvements for the Subdivision, including lateral, valves and the looping of a 24" irrigation line near or within Lund Lane and Frontage Road. Weber Basin Water Conservancy District ("Weber Basin") requires the irrigation line improvements be installed before the irrigation system is turned on for the season or after the season is over (i.e., before April 1, 2014 or after October 15, 2014). The City agrees that, upon approval of the irrigation line improvements by Weber Basin, Developer may obtain an Excavation Permit from the City for just the irrigation line improvements prior to bonding for and obtaining an Excavation Permit for all other Infrastructure and Utilities within the public rights-of-way due to the urgency and timing requirements for these improvements.

11. **Inspection and Development Fees.** Developer shall be required to pay all required inspection, development and impact fees as more particularly described in the Engineer's Estimate, set forth in **Exhibit C**. Such inspection and impact fees are estimated to be **\$60,188.50**. The inspection and impact fees shall be paid prior to issuance of an Excavation Permit for installation of Infrastructure and Utilities in the public rights-of-way. Additional inspection, development and/or impact fees shall be due at the time of issuance of a building permit for construction of homes within the Subdivision, in accordance with applicable City Ordinances.

12. **Utility Disconnect and Site Unwinding Deposit.** Developer agrees to provide a **\$25,000** cash bond for the purpose of securing site reclamation, erosion control, utility disconnect, and other necessary issues, should Developer fail to record the Final Plat by June 12, 2014, and/or fail to complete all Infrastructure and Utilities in accordance with City Ordinance requirements and deadlines ("Site Unwinding Deposit"). If Developer fails to record the Final Plat by June 12, 2014, the City shall issue a stop work order prohibiting further installation of the Infrastructure and Utilities and/or development within the Subdivision. In addition to the stop work order and any other remedy allowed by law or City Ordinance, the Site Unwinding Deposit, or any portion thereof, may be used by the City to restore the Property and/or to remedy any breach of this Agreement or Ordinance violation. The Site Unwinding Deposit is included as part of the Engineer's Estimate in the cash bond amount required in Section 7.

13. **Construction Drawings.** Developer shall submit final project plans, profiles, design, specifications and construction drawings ("Construction Drawings") for all Infrastructure and Utilities for review and approval by the City Engineer.

Construction Drawings must be approved by the City Engineer prior to commencement of any development activity on the Property and prior to issuance of any permits for development. All Infrastructure and Utilities shall be constructed and installed in accordance with approved Construction Drawings and applicable City Ordinances and specifications as determined necessary by the City Engineer. Any installation or construction of Infrastructure and Utilities that does not comply with the approved Construction Drawings shall be deemed a breach of this Agreement in addition to any applicable Ordinance violations or bond security. Construction Drawings shall also be approved by applicable utility providers as more particularly set forth in Section 14.

14. **Approval from Affected Utilities.** Developer shall obtain any required permits or approvals from affected utility providers, local districts, water authority, canal companies or other affected entities, including approval of applicable Construction Drawings, prior to installation of any Infrastructure and Utilities for the Subdivision. Developer shall provide the City with letters or other evidence of approval from affected utilities prior to issuance of an Excavation Permit for the installation of Infrastructure and Utilities within the public rights-of-way and prior to commencement of construction or installation of the Infrastructure and Utilities within the Subdivision.

15. **Temporary Construction Easements.** Developer hereby grants the City a temporary construction and access easement on and over the Property and grants its permission to the City, its agents, inspectors and contractors, to install, complete, repair and inspect the construction of the culinary water line, the Infrastructure and Utilities, and any other public improvements within the Subdivision.

16. **Erosion Control and SWPP.** Developer shall provide all required erosion control and SWPP plans and approvals prior to commencement of construction of any Infrastructure and Utilities. Developer shall comply with all requirements of such plans and permits and shall comply with all required storm water protection BMPs.

17. **Preconstruction Meeting.** Prior to any commencement of construction on Infrastructure and Utilities, within the public rights-of-way or the Subdivision, Developer shall be required to attend a Pre-Construction Meeting with City staff to coordinate work and required inspections on the project and to review required payment of fees.

18. **Commencement of Infrastructure and Improvements.** Developer shall not commence construction of any Infrastructure and Utilities within the Subdivision until and unless Developer has obtained an Excavation Permit for improvements within the public rights-of-way, signed and executed an Improvements Agreement, posted cash bond for the Improvements Agreement, paid all required inspection and impact fees, paid for the estimated cost of the culinary water line installation, obtained approved Construction Drawings, submitted approved SWPPP, held pre-construction meeting with City, and met all other applicable City Ordinance requirements, including applicable permitting.

19. **Inspections.** Developer shall request all required inspections and approvals of Infrastructure and Utilities as required under City Ordinances, standards and permits. Failure by Developer to obtain and pass required inspections and testing for Infrastructure and Utilities will affect final approval and acceptance of such improvements and shall require removal or excavation for inspection or re-inspection at Developer's sole cost and expense. If Developer fails to obtain or pass required inspections and testing for Infrastructure and Utilities, the City shall issue a stop work order for development within the Subdivision, and Developer shall be required to obtain the required inspections or conduct the testing and to fix or remedy any deficiencies in improvements. Developer cannot record the Final Plat until and unless all required inspections and testing have been conducted and any deficiencies have been remedied for any and all Infrastructure and Utilities installed to date.

20. **Deadline for Recording Final Plat.** It is expressly acknowledged that Final Plat approval and the required date for recording of the Final Plat have been extended to June 12, 2014. The Final Plat must be recorded by June 12, 2014, or shall become null and void. There are no additional extensions for recording of the Final Plat under City Ordinances. Developer agrees to accept all risk and liability for expiration of Final Plat approval, including any improvements and installation of Infrastructure and Utilities, should Developer fail to record the Final Plat by June 12, 2014. If Developer fails to record the Final Plat by June 12, 2014, the City shall issue a stop work order prohibiting further installation of the Infrastructure and Utilities and/or development within the Subdivision.

21. **Bonding for Remaining Infrastructure.** Any Infrastructure and Utilities that have not been completed shall be bonded for in accordance with City Subdivision Ordinance requirements, including entering into an Improvements Agreement and submitting cash bond, prior to recording the Final Plat. Developer shall notify the City and request City Engineer inspection of completed and partial completed improvements at least fourteen (14) days prior to Final Plat recording. The City Engineer shall determine the extent and adequacy of the completed or partially completed Infrastructure and Utilities and determine what improvements need to be bonded for prior to Final Plat recording. The City Engineer shall prepare a revised Engineer's Estimate for remaining improvements. Only fully completed Infrastructure and Utilities will be excused from bonding with Final Plat.

22. **Acceptance of Improvements.** The City shall not accept any Infrastructure and Utilities until all Infrastructure and Utilities for the entire Subdivision are complete. Upon completion of all Infrastructure and Utilities, Developer shall request final inspection and approval by the City Engineer. The City shall not accept any Infrastructure and Utilities until and unless the Final Plat has been recorded. The City may permit bond releases for completed Infrastructure and Utilities in accordance with applicable City Ordinances and terms and conditions of the Improvements Agreement.

23. **Location of Utilities and Utility Company Approval.** Developer shall verify to the City the location of all installed Infrastructure and Utilities, including public improvements and streets and private utilities located in the public rights-of-way and within the Subdivision. Developer shall submit to the City approval letters or other evidence of approval from all utilities companies verifying acceptance of the improvements prior to recording the Final Plat.

24. **Lien Waiver and Release.** Developer shall provide the City with lien waiver and release of all liens and encumbrances for the Property, the Infrastructure and Utilities, and any other potential mechanics liens or encumbrances, including, but not limited to any lien or right to a lien for services, labor, or materials furnished. Such lien waiver and release shall be provided prior to recording the Final Plat.

25. **Final Plat Recording.** Developer shall comply with all applicable City Ordinance regarding recording of final plats. Developer shall be required to provide the City with a title report (current within 30 days of submission) for review with the Final Plat.

26. **Warranty.** Developer shall warrant all workmanship for completed and accepted Infrastructure and Utilities for a period of one (1) year, which warranty period shall not commence until all Infrastructure and Utilities have been completed and accepted by the City and the Final Plat is recorded. The City shall not be held responsible or liable for any accident, loss or damage to Infrastructure and Utilities prior to completion and acceptance of the same by the City. Developer shall post a cash bond as security during the warranty period an amount of ten percent (10%) of the lesser of the Engineer's Estimate for the cost of all improvements or the Developer's reasonable proven cost of completion of improvements. Alternatively, the City may retain the required ten percent (10%) warranty security from the existing bond and deposit.

27. **No Advertising or Sale of Lots or Property.** Until and unless the Final Plat is recorded, Developer shall not advertise, market or otherwise sell any lot or property within the Subdivision. This restriction shall not apply to the proposed sale of the entire project and Property.

28. **Building Permit Restrictions.** No building permits shall be issued until and unless the Final Plat is recorded and all applicable building permit restrictions in the Development Agreement have been met.

29. **Compliance with City Ordinances.** The Property and all portions thereof shall be developed in accordance with the City Ordinances, Rezone Approval, Final Plat Approval, Development Agreement, Construction Drawings and this Agreement. All applicable City, State and Federal construction standards and specifications shall be met.

30. **Time Frames and Deadlines.** Nothing in this Agreement is intended to extend or waive any applicable time frame or deadline as set forth in applicable City

Ordinances. Commencement and completion of construction within the Property shall comply with all applicable City Ordinance provisions.

31. **Reserved Legislative Powers.** Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power preserved by law.

32. **Indemnification.** Developer hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from and against all liability, loss, damage, costs, or expenses, including attorneys' fees and court costs arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur within the Property or occur in connection with any off-site work done for or in connection with the Subdivision or any subsequent phase thereof and which shall be caused by acts done thereon, or any errors or omission of the Developer, its agents, servants, employees or contractors. In addition, Developer shall indemnify and hold the City and its officers, employees and representatives harmless from and against any claims, liability, costs and attorneys' fees incurred on account of any change in the nature, direction, quantity or quality of historical drainage flows resulting from the Property or the construction of any improvements therein. The Developer and any subsequent developers shall not be responsible for (and such indemnity shall not apply to) any negligent acts or omissions of the City or its agents, servants, employees or contractors.

33. **Insurance.** During the period from commencement of the work on the Property and ending on the date when Infrastructure and Utilities have been accepted, Developer, its contractors, agents and representatives, shall furnish, or cause to be furnished, to the City, satisfactory Certificates of Insurance from reputable insurance companies evidencing death, bodily injury and property damage insurance policies in the amount of at least \$2,000,000 single limit naming the City as an additional insured. Developer shall require all contractors and other employees performing any work on the Property or in connection with development of the Property to maintain adequate workers compensation insurance and public liability insurance. Developer, its contractors, agents and representatives, shall provide such Certificates of Insurance to the City as a condition of and prior to issuance of an Excavation Permit for installation of the Infrastructure and Utilities within the public rights-of-way and/or the commencement of construction or installation of Infrastructure and Utilities within the Subdivision.

34. **Inspection and Approval by the City.** The City may, at its option, perform periodic inspections of the Infrastructure and Utilities being installed and constructed by the Developer. No work involving excavation shall be covered until the same has been inspected by the City's representatives and the representatives of other governmental entities having jurisdiction over the particular improvements involved.

35. **Use and Maintenance During Construction.** During construction, the Developer, and any permitted subsequent developer, shall keep the Property and all affected public streets and public easements free and clear from any unreasonable accumulation of debris, waste materials and any nuisances and shall contain construction debris and provide dust control so as to prevent scattering via wind and water or otherwise. Such construction maintenance and control of construction debris shall be conducted in accordance with applicable City, State and Federal laws, regulations and permits, including, but not limited to applicable Utah Department of Environmental Quality regulations and permitting requirements, and in accordance with applicable best management practices.

36. **Default.** The City may pursue any enforcement action deemed necessary and appropriate for any violation of City Ordinances in accordance with applicable enforcement provisions as set forth in City Ordinances or otherwise permitted by law. Nothing herein shall limit the City's right to issue a stop work order for failure to record the Final Plat (as set forth in Section 20) or failure to obtain inspection or testing (as set forth in Section 19) and no notice of default is required for such action. Notwithstanding and in addition to the City's right to pursue any enforcement action for violation of City Ordinances, in the event any party fails to perform its obligations hereunder or to comply with the terms of this Agreement, the non-defaulting party may have the following enforcement remedies. Prior to the invoking the remedies provided herein, the non-defaulting party shall provide the defaulting party written notice of default and a ten (10) day cure period. All notices of default shall be provided in accordance with the Notice provisions set forth in Section 40. In the event the non-defaulting party does not cure the default within the required ten (10) day cure period or enter into a written agreement for curing the default within a reasonable time, acceptable to the non-defaulting party in its reasonable discretion, the non-defaulting party may, at its election, have the following remedy or remedies:

a. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and specific performance, but not including damages as provided in Section 51.

b. The right to withhold all further approvals, licenses, permits or other rights associated with the particular lot, parcel or building to which the default is applicable until such default has been cured.

c. The right to draw on any security posted or provided in connection with the Property or project.

d. The right to terminate this Agreement with respect to the particular lot, parcel or building to which the default is applicable.

e. The rights and remedies set forth herein above shall be cumulative.

37. **Insolvency or Misrepresentation.** Developer shall be in default under the terms of this Agreement under the following circumstances if not cured within twenty (20) days after notice of default is given: (i) Developer is adjudicated bankrupt or makes any voluntary or involuntary assignment for the benefit of creditors, or bankruptcy, insolvency, reorganization, arrangement, debt adjustment, receivership, liquidation or dissolution proceedings shall be instituted by or against Developer; and, if instituted adversely, the one against whom such proceedings are instituted consents to the same or admits in writing the material allegations thereof, or said proceedings shall remain undismissed for 150 days; or (ii) Developer has made a materially false representation or warranty in any agreement with or application to the City.

38. **Assignment.** Developer shall not assign its obligations under this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. No party shall transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this Agreement separate from that party's interest in the Property except for the sale of individual completed homes within the Property. For purposes of individual completed home sales, the Developer agrees to remain liable and responsible for completion and fulfillment of the obligations and terms of this Agreement through Termination, as more particularly defined in Section 56. In the event of a sale or transfer of the Property, or any portion thereof, other than the sale of individual completed homes, the buyer or transferee ("Subsequent Developer") shall be liable for the performance of each of the obligations contained in this Agreement as it relates to that portion of the Property it is buying, and acceptance of a deed to any portion of the Property shall constitute an agreement to assume and to be bound by the provisions of this Agreement as it relates to the Property covered by the deed. Each buyer or transferee shall sign an assignment and assumption agreement in a form reasonably acceptable to the City agreeing to be bound by the terms and conditions of this Agreement as provided herein. Any reference to Developer herein shall be construed to refer to any Subsequent Developer with respect to the portion of the Property owned by such Subsequent Developer.

39. **Ownership and Recording.** Developer hereby warrants and represents that it is the legal owner of record of the Property as described herein, it has the right to develop the Property, and it has full authority to enter into the terms of this Agreement encumbering the Property. Developer hereby agrees and acknowledges that this Agreement shall be recorded against the Property. Prior to recording this Agreement, Developer shall provide the City with a current and accurate title report regarding the Property. Developer shall be required to cure or subordinate any unacceptable encumbrances on the Property, as determined by the City, prior to recording of this Agreement. All persons or entities with an ownership interest in the Property as shown on the title report shall sign and be a party to this Agreement.

40. **Notice.** All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been provided on the date of personal service

upon the party for whom intended or upon receipt if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the following addresses:

To Centerville City: Centerville City
Attn: City Manager
250 North Main Street
Centerville, Utah 84014

To Developer: Oakwood Homes of Utah, LLC
4908 Tower Road
Denver, CO 80249

Any party may change its address for notice under this Agreement by giving written notice to the other party in accordance with the provisions of this paragraph.

41. **Attorneys' Fees.** Each party agrees that should it default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fee which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah.

42. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by the City for the Property, contains the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

43. **Construction of Agreement.** This Agreement shall be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling countervailing public interest. For purposes of this Agreement and the construction of its terms, the parties acknowledge that both participated in the drafting of this Agreement and neither shall be considered the drafter.

44. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent or employee of the City shall be personally liable to the Developer or any successor in interest or assignee of the Developer in the event of any default or breach by the City, or for any amount which may become due Developer, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.

45. **No Third Party Rights.** Unless otherwise specifically provided herein, the obligations of Developer and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

46. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, successors and assigns, as permitted herein. The covenants contained herein shall be deemed to run with the Property and a copy of this Agreement shall be recorded in the office of the Davis County Recorder, State of Utah. The persons signing for and on behalf of the Developer warrant and represent that they are duly authorized and empowered to enter into this Agreement for and on behalf of Developer, and that by their signatures, they do bind Developer to the terms of this Agreement.

47. **Governing Law and Jurisdiction.** The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The parties to this Agreement agree that any judicial action associated with the Agreement shall be taken in the Utah state or federal court of competent jurisdiction.

48. **No Waiver.** Any party's failure to enforce any provision of the Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

49. **Severability.** If any portion of this Agreement is held to be unenforceable by court of competent jurisdiction, any enforceable portion thereof and the remaining provisions shall continue in full force and effect.

50. **Time of Essence.** Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

51. **Knowledge and Covenant Not to Sue.** The parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to consult with legal counsel of their choice. Developer agrees not to sue or initiate any claim or other administrative or legal action against the City for an exaction, takings claim, impact fee challenge, or other claim with respect to the development of the Property or any other provision of this Agreement as associated with the Property. The parties acknowledge that they enter this Agreement voluntarily and with the intent to address and establish issues and procedures for the installation of Infrastructure and Utilities prior to recording the Final Plat. Notwithstanding the foregoing, if litigation is pursued, no monetary damages shall be awarded and sole remedy for either party shall be specific performance or injunction.

52. **Supremacy.** In the event of any conflict between the terms of this Agreement and those of any document referred to herein, this Agreement shall govern.

53. **No Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

54. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

55. **Force Majeure.** Neither party hereto shall be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to acts of God, acts of the United States Government or the State of Utah, fires, floods, or other casualties or causes beyond the reasonable control and without the fault or negligence of the party obligated to perform hereunder; provided the party seeking relief under the provisions of this Section: (1) notifies the other party in writing of a force majeure event within fifteen (15) days following the affected party's knowledge of the occurrence of the claimed force majeure event, and (2) promptly resumes the keeping and performance of the affected obligations after such cause has come to an end. Each party shall make every reasonable effort to keep delay in performance as a result of such a cause to a minimum.

56. **Termination.** This Agreement shall terminate upon completion and fulfillment of all the obligations and terms of this Agreement; provided, Sections 32, 33 and 51 shall remain in full force and effect until expiration of the warranty period for public improvements and any bonded improvements, such as landscaping, and expiration of any applicable statute of limitation for contractual claims, takings issues, impact fee challenges, or other claim with respect to the terms and conditions of this Agreement ("Termination").

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

[Signature page to follow]

"CITY"

CENTERVILLE CITY

ATTEST:

Marsha L. Morrow, City Recorder

By: _____
Mayor Paul A. Cutler

"DEVELOPER"

OAKWOOD HOMES OF UTAH, LLC

By: _____

Its: _____

APPROVED AS TO FORM:

As a significant lien holder and beneficiary of that certain Trust Deed, Security Agreement and Fixture Filing with Assignment of Rents, dated August 22, 2013 and recorded against the Property on August 23, 2013, as Entry No. 2762356, Book 5838, Page 910, at the Davis County Recorder's Office, Davis County, State of Utah.

WOODS PARK LOAN PARTNERS, LLC

By: _____

Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2014, personally appeared before me Paul A. Cutler, who being duly sworn, did say that he is the Mayor of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Paul A. Cutler acknowledged to me that the City executed the same.

Notary Public

My Commission Expires:

Residing at:

OAKWOOD ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the _____ day of _____, 2014, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of **OAKWOOD HOMES OF UTAH, LLC**, a Delaware limited liability company, and that the foregoing instrument was signed on behalf of the limited liability company, and that said liability company freely and voluntarily executed the same.

Notary Public

My Commission Expires:

Residing at:

WOODS PARK LOAN PARTNERS ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the _____ day of _____, 2014, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of **WOODS PARK LOAN PARTNERS, LLC**, a Utah limited liability company, and that the foregoing instrument was signed on behalf of the limited liability company, and that said liability company freely and voluntarily executed the same.

Notary Public

My Commission Expires:

Residing at:

EXHIBITS

Exhibit A	Property Description
Exhibit B	Woods Park Subdivision Plat
Exhibit C	Engineer's Estimate
Exhibit D	Culinary Waterline Estimate

EXHIBIT "A"

Property Description

EXHIBIT "B"

Woods Park Subdivision Plat

EXHIBIT "C"
Engineer's Estimate

EXHIBIT "D"

Culinary Waterline Estimate

CENTERVILLE CITY COUNCIL

Staff Backup Report 5/6/2014

Item No. 3.

Short Title: Interlocal Agreement with Bountiful City for 400 East Street Reconstruction Project

Initiated By: City Attorney

Scheduled Time: 7:10

SUBJECT

Consider Resolution No. 2014-12 approving an Interlocal Cooperation Agreement between Centerville City and Bountiful City for the 400 East Reconstruction Project.

RECOMMENDATION

Approve Resolution No. 2014-12 approving an Interlocal Cooperation Agreement between Centerville City and Bountiful City for the 400 East Reconstruction Project.

BACKGROUND

Bountiful City is reconstructing a portion of 400 East within Bountiful City from 1130 North to the northern Bountiful City limit line. Centerville would like to cooperate with Bountiful to have a small portion of 400 East within Centerville improved by Bountiful as part of the Bountiful reconstruction project. The proposed portion of 400 East within Centerville to be improved is from Pages Lane to the southern Centerville City limit line. The street will be constructed of concrete.

ATTACHMENTS:

Description

- D Interlocal Agreement for 400 East
- D 400 East Reconstruction Drawing - Sheet 15
- D Engineer's Estimate
- D Resolution No. 2014-12

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CENTERVILLE CITY AND BOUNTIFUL CITY FOR
400 EAST STREET RECONSTRUCTION PROJECT**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2014, by and between **CENTERVILLE CITY**, a Utah municipal corporation, hereinafter referred to as the "Centerville," and **BOUNTIFUL CITY**, a Utah municipal corporation, hereinafter referred to as the "Bountiful."

RECITALS:

WHEREAS, the Utah Interlocal Cooperation Act, as more particularly set forth in Utah *Code Ann.* §§ 11-13-101, *et seq.*, as amended ("Interlocal Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, in accordance with the terms and conditions of the Interlocal Cooperation Act, Centerville and Bountiful desire to cooperate for the purpose of installing certain street improvements and reconstruction of 400 East Street from approximately Pages Lane in Centerville to 1130 North in Bountiful as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference ("400 East Reconstruction Improvements"); and

WHEREAS, Centerville and Bountiful have determined that it is necessary, desirable, and in the best interest of the public which they serve to enter into this Agreement for the coordinated financing and installation of the 400 East Reconstruction Improvements as more particularly provided in this Agreement.

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

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

Section 2. Bountiful to Administer Project. Subject to the terms and conditions of this Agreement, Bountiful agrees to administer all aspects of the installation and construction of the 400 East Reconstruction Improvements, including, but not limited to, bidding, contracting, permitting, installing, inspecting, and overseeing the construction work to be conducted. Bountiful shall install the 400 East Reconstruction Improvements in accordance with the approved Construction Drawings for the project and all applicable federal, state and local ordinances, standards and specifications. Upon completion of the improvements, the 400 East Reconstruction Improvements shall be owned and maintained by the city in whose jurisdiction the improvements are located.

Section 3. Centerville Contribution. Subject to the terms and conditions of this Agreement, Centerville agrees to pay for the actual cost of the improvements located within Centerville's jurisdiction from approximately Pages Lane to the Centerville City boundary. The Engineer's Estimate for Centerville's portion of the project is \$57,389.64, as more particularly set forth in **Exhibit B** ("Engineer's Estimate"). Centerville agrees to pay to Bountiful actual costs incurred on a monthly basis as the work proceeds and shall pay such amounts within 30 days of invoice from Bountiful. Bountiful shall submit any change orders affecting work or costs within Centerville's portion of the project to Centerville prior to approval. Centerville also agrees to pay for required concrete testing for improvements located within Centerville's portion of the project, which testing costs may be billed directly to Centerville.

Section 4. Term. This Agreement shall become effective when the parties have executed an original or copy of this Agreement as required by law, and shall continue in effect for a period of two (2) years, unless terminated earlier by mutual consent of the parties or upon completion of the project. Pursuant to Section 11-13-209, this Agreement may not take effect until it is filed with the keeper of records of each public agency that is a party to the Agreement.

Section 5. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior negotiations, promises, inducements, representations or agreements pertaining to the subject matter hereof which are not set forth herein.

Section 6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective officers, employees, representatives, agents, successors and assigns.

Section 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Section 8. Notice. All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been provided on the date of personal service upon the party for whom intended or upon receipt if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the following addresses. Either party may change its address for notice under this Agreement by giving written notice to the other party in accordance with the provisions of this paragraph.

For Centerville:

Centerville City
Attention: City Manager
250 North Main Street
Centerville, Utah 84014

For Bountiful:

Bountiful City
Attention: City Manager
790 South 100 East
Bountiful, Utah 84010

Section 9. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the Utah Governmental Immunity Act, as set forth in *Utah Code Ann.* §§ 63G-7-101, *et seq.*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Each party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

Section 10. No Separate Legal Entity. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration, it shall be administered by the joint board created in Section 11. There shall be no real or personal property acquired jointly by the parties as a result of this Agreement.

Section 11. Joint Board. To the extent this Agreement requires administration it shall be administered by the City Managers of Centerville and Bountiful acting as a joint board for that purpose.

Section 12. Third Parties. This Agreement is not intended to benefit any person or entity not named as a party hereto.

Section 13. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

Section 14. Force Majeure. No party to this Agreement shall be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to acts of God, acts of the United States Government or the State of Utah, fires, floods, or other casualties or causes beyond the reasonable control and without the fault or negligence of the party obligated to perform hereunder. Each party shall make every reasonable effort to keep delay in performance as a result of such a cause to a minimum.

Section 15. Amendment. This Agreement may not be changed, modified or supplemented except in writing signed by the parties hereto.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.

Section 17. Approval. This Agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of *Utah Code Ann.* § 11-13-202.5, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each party in accordance with *Utah Code Ann.* § 11-13-202.5, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party in accordance with *Utah Code Ann.* § 11-13-209, as amended.

Section 18. Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed to be effective, operative and entered into in the manner and to the full extent permitted by applicable law.

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

**"BOUNTIFUL"
BOUNTIFUL CITY**

By: _____
Mayor Randy Lewis

ATTEST:

Kim Coleman, City Recorder

Approved as to Form:

Russell Mahan, Bountiful City Attorney

**"CENTERVILLE"
CENTERVILLE CITY**

By: _____
Mayor Paul A. Cutler

ATTEST:

Marsha L. Morrow, City Recorder

Approved as to Form:

Lisa G. Romney, City Attorney

EXHIBIT A

400 EAST RECONSTRUCTION IMPROVEMENTS

EXHIBIT B
ENGINEER'S ESTIMATE

Bountiful City Corporation
 400 East Reconstruction
 1600 North to 1130 North

14-Apr-14

Item	Description	Unit	Entire Project				Centerville's Portion		
			Quantity	Unit Price	Amount		Quantity	Unit Price	Amount
1	Mobilization	LS	1	52,608.00	52,608.00				0.00
2	Remove Asphalt	Sq Ft	121,290	0.52	63,070.80		8,195	0.52	4,261.40
3	Remove Curb & Gutter	L Ft	4,606	3.10	14,278.60		197	3.10	610.70
4	Remove Conc. Slabs	Sq Ft	23,763	1.25	29,703.75		644	1.25	805.00
5	Remove Walls	L Ft	235	25.00	5,875.00		0	25.00	0.00
6	Saw Cut Block Fence	LS	1	500.00	500.00		0	500.00	0.00
7	Remove Exist Tree	Ea	1	350.00	350.00		0	350.00	0.00
8	Saw Cut Small Curbs	Ea	3	350.00	1,050.00		0	350.00	0.00
9	R/R Landscape Curbing	L Ft	40	50.00	2,000.00		0	50.00	0.00
10	Roadway Excavation (3100 cyd)	LS	1	58,900.00	58,900.00		0.0710	77,900.00	5,528.39
11	Roadway Over Excavation	Cyd	500	33.00	16,500.00		0	33.00	0.00
12	Landscape Grading	Sq Ft	26,000	1.25	32,500.00		0	1.25	0.00
13	30" Curb and Gutter	L Ft	3990	19.00	75,810.00		196	19.00	3,724.00
14	24" Curb and Gutter	L Ft	172	20.00	3,440.00		0	20.00	0.00
15	ADA Ramp Detectable Surface (2'x2')	Ea	59	190.00	11,210.00		6	190.00	1,140.00
16	6" x 12" Curb Wall	L Ft	100	35.00	3,500.00		20	35.00	700.00
17	8" x 4" Mow Strip	L Ft	325	15.00	4,875.00		0	15.00	0.00
18	4" Flatwork	Sq Ft	21,599	3.75	80,996.25		352	3.75	1,320.00
19	6" Flatwork	Sq Ft	6,139	5.45	33,457.55		232	5.45	1,264.40
20	9" Flatwork	Sq Ft	3,993	10.00	39,930.00		0	10.00	0.00
21	9" PCCP	Sq Ft	97,391	5.50	535,650.50		5,796	5.50	31,878.00
22	Adjust Manhole	Ea	10	425.00	4,250.00		0	425.00	0.00
23	Adjust Valve	Ea	25	125.00	3,125.00		0	125.00	0.00
24	Locate and Raise SDMH	Ea	1	600.00	600.00		0	600.00	0.00
25	New Type A Inlet	Ea	9	1,700.00	15,300.00		0	1,700.00	0.00
26	New Type A Inlet w/ Sidebox	Ea	4	1,900.00	7,600.00		0	1,900.00	0.00
27	Combination Inlet / Cleanout	Ea	6	2,500.00	15,000.00		0	2,500.00	0.00
28	Install 3'x3' Precast Inlet/cleanout	Ea	1	500.00	500.00		0	500.00	0.00
29	8" SDR26 PVC	L Ft	145	25.00	3,625.00		0	25.00	0.00

30	12" Class III RCP	L Ft	73	75.00	5,475.00		0	75.00	0.00
31	18" Class III RCP	L Ft	45	100.00	4,500.00		0	100.00	0.00
32	Road Base	Ton	2,815	18.00	50,663.15		292	18.00	5,257.76
33	Asphalt Pavement	Ton	440	110.00	48,441.18		0	110.00	0.00
34	Install City Furnished Street Sign	Ea	4	250.00	1,000.00		0	250.00	0.00
35	Remove Existing Sign	Ea	2	100.00	200.00		0	100.00	0.00
36	Relocate Existing Sign	Ea	3	250.00	750.00		0	250.00	0.00
37	Install New Sign	Ea	2	350.00	700.00		0	350.00	0.00
38	Relocate Mailbox	Ea	6	250.00	1,500.00		0	250.00	0.00
39	Pavement Striping	LS	1	12,000.00	12,000.00		0.0750	12,000.00	900.00
40	Replace 4' Chain Link Fence	L Ft	274	22.00	6,028.00		0	22.00	0.00
41	Realign Rock Slope	L Ft	25	50.00	1,250.00		0	50.00	0.00
42	Sod & Topsoil	Sq Ft	20,756	1.50	31,134.00		0	1.50	0.00
43	Xeriscape Parkstrip	Sq Ft	5,040	2.50	12,600.00		0	2.50	0.00
44	Sprinkler Pipe	L Ft	7,000	4.50	31,500.00		0	4.50	0.00
45	Sprinkler Head	Ea	750	15.00	11,250.00		0	15.00	0.00
46	Connect to Exist. Sprinkler Syst.	Ea	32	300.00	9,600.00		0	300.00	0.00

Total

1,344,796.78

57,389.64

RESOLUTION NO. 2014-12

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION
AGREEMENT BETWEEN CENTERVILLE CITY AND BOUNTIFUL CITY
FOR THE 400 EAST STREET RECONSTRUCTION PROJECT**

WHEREAS, the Interlocal Cooperation Act, set forth at *Utah Code Ann.* §§ 11-13-101, *et seq.*, as amended, authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements as necessary to promote the common interests of the entities; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into this Interlocal Agreement with Bountiful City for the purpose of installing certain street improvements and reconstruction of 400 East Street from approximately Pages Lane in Centerville to 1130 North in Bountiful as such improvements can be provided more economically and efficiently through cooperative effort.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
CENTERVILLE, UTAH, AS FOLLOWS:**

Section 1. Agreement Approved. The Centerville City Council hereby approves the attached Interlocal Cooperation Agreement between Centerville City and Bountiful City regarding the 400 East Street Reconstruction Project.

Section 2. Mayor Authorized to Execute. The Centerville City Council hereby authorizes the Mayor to sign and execute the attached Interlocal Cooperation Agreement for and in behalf of Centerville City.

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

Section 4. Effective Date. This Resolution shall become effective immediately upon its passage and the agreement approved herein shall become effective upon its filing with the keeper of records of each of the public agencies that are parties to the agreement.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY,
STATE OF UTAH, ON THIS _____ DAY OF _____, 2014.**

ATTEST:

CENTERVILLE CITY COUNCIL

Marsha L. Morrow, City Recorder

By: _____
Mayor Paul A. Cutler

CENTERVILLE CITY COUNCIL

Staff Backup Report 5/6/2014

Item No. 4.

Short Title: Centennial Book Discussion

Initiated By: City Attorney

Scheduled Time: 7:20

SUBJECT

Discuss further issues regarding copyright, publication and financing of the proposed Centerville Centennial Book.

RECOMMENDATION

It is still Staff's recommendation that the City contribute an authorized amount to the Centennial Book Committee for the purpose of funding a portion of the book's creation and publication costs and allow Carr Printing (or other designated entity or author) to own the copyright to the book.

BACKGROUND

The City Council last discussed this issue at the City Council meeting held on April 1, 2014. The Council appeared split on issues regarding ownership, copyright, and financing of the proposed Centennial Book. The Council directed Staff to confer again with Book Committee representatives to discuss the matter further. A copy of the minutes from April 1, 2014, are attached, as well as my previous Memorandum dated March 25, 2014.

Staff met with Lloyd Carr on April 14, 2014, and discussed further the ownership, copyright, financing and liability issues regarding the proposed Centennial Book. After much discussion and debate, it was agreed that it would be best to allow Carr Printing to coordinate the creation and publication of the book and to own the copyright to the book. As such, Carr Printing would work with the contributing authors and artists to obtain appropriate release forms, review accuracy of content and other copyright authorization forms. Carr has also agreed to assist in marketing and advertising the book, including the creation of a website for setting up sales. Under this scenario, the City would donate an amount authorized by the Council for the publication of the book. This scenario also avoids bidding and procurement issues if the City were the owner of the book. As entities of the City, having the Whitaker Museum or Centerville Foundation own the book rights does not change the bidding or procurement requirements.

Lloyd Carr has already put a substantial amount of work into the creation and formatting of the book, as have contributing authors and artists. The book is not intended to generate much of a profit. Carr Printing has suggested and is willing to pay the City back for any City contributions out of any profits from the first printing of the book.

Based on the foregoing, it is Staff's recommendation that the City contribute an authorized amount to the Centennial Book Committee for purposes of funding a portion of the book's creation and publication costs and allow Carr Printing (or other designated entity or author) to own the copyright

to the book. Staff has asked Lloyd Carr to attend the Council meeting to address any questions you may have regarding this matter.

ATTACHMENTS:

Description

- ☐ Minutes from April 1, 2014
- ☐ Memorandum (March 25, 2014)

Excerpts from the Minutes of the Centerville City Council meeting held Tuesday, April 1, 2014 at 7:00 p.m. in the Centerville City Hall Council Chambers, 250 North Main Street, Centerville, Utah.

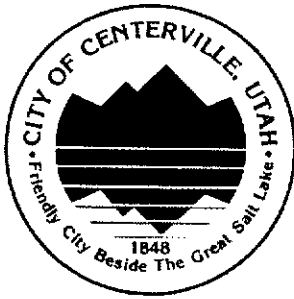
* * *

DISCUSSION REGARDING OWNERSHIP OF THE CENTENNIAL CELEBRATION BOOK

Centerville was established as a municipality in 1915. In preparation for the Centennial celebration in 2015 a Centennial Book Committee was formed. The Council and staff discussed ownership of the Centennial Celebration Book. Lisa Romney, City Attorney, recommended that someone other than the City own rights to the book, with the City donating a portion of the funding. Councilman Wright mentioned that a lot of material for the book has been donated by the Whitaker Museum, and expressed concern about giving up the rights to that material. He asked if the Whitaker Museum could hold the rights to the book. Mayor Cutler responded both the Whitaker Museum and the Centerville Community Foundation have been considered, but both would have the same liability difficulties as the City. Councilman Wright commented it is his understanding the Community Foundation is a separate corporation that would not have to comply with the same municipal requirements as the City. Mayor Cutler recommended the Centennial Book be treated similar to previous books about Centerville, with rights owned by the authors. Councilman Higginson expressed that whoever does the bulk of the work should own the copyright. City Manager Thacker stated his concern that if the City owns the rights, there would be pressure for the City to come up with whatever printing costs are not received through fundraising and book sales. The City would be required to bid the printing of the book. Mr. Thacker suggested that Carr Printing retain the rights, since Mr. Carr is on the Book Committee and has been involved with the pre-printing process. He feels there is an advantage in keeping the pressure on those who have risk in the project, rather than counting on the City to be the stop-gap. The City Council has approved up to \$10,000 for the book at this point.

Councilman Wright stated that he is sure the Committee will print the number of books they are certain can be sold. Mayor Cutler responded that the nature of the printing business is to print first, and then market and sell the product. Lisa Romney stated that the Book Committee has indicated they are fine with either copyright situation. Councilman Averett stated he was under the impression that the Book Committee will be looking to the City to be the stop-gap. He stated that book sales will be best with books printed and ready for purchase. Councilman Higginson stated he would like the Book Committee to do what they can to solicit as much donation as possible to minimize the financial risk to the City. Councilwoman Fillmore stated Centerville has a strong volunteer spirit, and she feels when the City gets too involved it is easy for the volunteer spirit to get dampened. She would like the City to keep a distance and lean towards those who put in the work to retain responsibility. Councilman Wright stated that the motivation for the volunteers on the Committee is not to maintain ownership of the copyright; the motivation is to celebrate the City. He proposed that by having the City take responsibility for the book, assurance would be given that their work will continue with continuity. Councilman Wright does not want to send a negative, unsupportive signal. Councilwoman Ivie stated she is torn, and would like to make sure Mr. Carr is

comfortable with whatever is decided. Councilman Averett stated he feels the City should retain control of the book. He said he thinks the Foundation is a great idea, and would also not want to see Mr. Carr cut out of the deal through the City bidding process. Staff will meet again with the Book Committee to discuss the matter further.



CENTERVILLE CITY ATTORNEY'S OFFICE

250 North Main Street
Centerville, Utah 84014
801.335.8842

MEMORANDUM

Privileged and Confidential under Attorney/Client Privilege

TO: Steve Thacker, City Manager
FROM: Lisa G. Romney, City Attorney
DATE: March 25, 2014
RE: Centennial Book Issues

A group of citizens, organized as a subcommittee of the City's Centennial Celebration Committee, are putting together a book about Centerville's history and people. The book is intended to be prepared and distributed as part of the City's upcoming Centennial Celebration in 2015. There are a few preliminary questions that should be considered and determined regarding the ownership rights and obligations regarding the proposed book. Essentially, the question is whether the City should be involved in the book as owner of the publishing and copyrights or merely as a contributor to a private party or entity that could publish and copyright the book. I have not done any extensive legal research regarding these issues, but the obvious pros and cons are discussed below. Further research regarding copyright issues, photo and author release forms, bidding procedures, etc., can be conducted as directed.

1. City Ownership. If the City takes on the obligation of ownership of the book, it obviously retains control and ownership of publishing, sales, distribution and revenue. However, it also takes on liability and responsibility for obtaining appropriate release forms from all contributing authors and for any photographs or artwork used in the book. The City also takes on liability and responsibility for any defamation or other civil claims regarding content. As owner, the City would also have to determine how many initial books to publish

and would most likely have to upfront all costs of publishing. The City would have to be involved and direct distribution and sales of the books. As publisher of the book, the City would need to follow all applicable City bidding procedures required for printing and marketing. Further research should be conducted regarding handling of proceeds and whether book sales would be exempt from sales tax. I doubt the City's insurance would cover book liability issues, but we can check with URMMA.

2. City as Financial Contributor. If the City merely donates money for the preparation and/or printing of the book, the City avoids most, if not all, liability issues regarding copyright, defamation, bidding and other potential claims. The City would also not be obligated to upfront the costs for printing or be subject to budget and purchasing requirements. Obviously, under this scenario, the City would lose control over actual content, distribution and future revenues from the book. Sales of the books would most likely be subject to sales tax. From a purely legal standpoint, it would be less risky for the City to merely contribute funds as a donation to the book project and avoid all the potential copyright and release issues that may arise. This would be my preference and recommendation. However, if the City wants to own the rights to the book and to play a more active role in its publication and distribution, we can certainly do so. Additional staff time and research would have to be allocated to the project to ensure legal compliance with bidding, copyright, release forms, financing and tax issues, etc.

CENTERVILLE CITY COUNCIL

Staff Backup Report 5/6/2014

Item No. 5.

Short Title: FY 2015 Budget

Initiated By:

Scheduled Time: 7:35

SUBJECT

- a. Presentation of City Manager's proposed budget
- b. Adopt tentative budget and set public hearing date

RECOMMENDATION

Accept the Proposed Budget as the "Tentative Budget" for FY 2015; schedule a public hearing on June 3 to receive public comment on the Tentative Budget; and schedule a budget work session before adoption of the Final Budget.

BACKGROUND

State law requires the Council to take the following steps in adopting an annual budget:

- Receive Proposed Budget by first regular meeting in May
- Adopt "Tentative Budget" and set date of a public hearing
- Hold a public hearing
- Adopt Final Budget by June 22

The City Council may accept the Proposed Budget as the Tentative Budget or may make changes before doing so. Upon adoption of the Tentative Budget, Council should establish a date for a public hearing. The City Council may still make changes after adoption of the Tentative Budget. Therefore, the City Manager recommends the Council adopt the Proposed Budget as the Tentative Budget, realizing the Council may not agree with everything in the Proposed Budget. Staff will prepare a budget summary and notice of public hearing, which will be mailed to residents later in May.

The City Manager recommends the City Council meet in a budget work session some time to discuss issues that impact the FY 2015 Budget, followed by a public hearing on June 3. A final document will then be prepared for adoption in the City Council's regular meeting on June 17, prior to the statutory deadline of June 22.

ATTACHMENTS:

Description

- D FY 2015 Proposed Budget

CENTERVILLE CITY COUNCIL

**Staff Backup Report
5/6/2014**

Item No. 6.

Short Title: Mayor's Report

Initiated By: Mayor

Scheduled Time: 7:50

SUBJECT

- a. Fire Agency
- b. UTOPIA Update

RECOMMENDATION

BACKGROUND

Mayor Cutler will report on matters pertaining to the South Davis Metro Fire Agency, and will likely provide an update regarding UTOPIA topics.

CENTERVILLE CITY COUNCIL

**Staff Backup Report
5/6/2014**

Item No. 7.

Short Title: City Manager's Report

Initiated By: City Manager

Scheduled Time: 8:00

SUBJECT

RECOMMENDATION

a. Give direction to City Manager regarding the potential relocation of bus stops in connection with the Parrish & Main Intersection Project.

BACKGROUND

a. The City Manager has been talking with a UTA rep and adjacent property owners about the possibility of relocating the existing two bus stops closest to Parrish Lane. He will report on these discussions, which are continuing.

CENTERVILLE CITY COUNCIL

Staff Backup Report 5/6/2014

Item No. 8.

Short Title: Miscellaneous Business

Initiated By:

Scheduled Time: 8:05

SUBJECT

- a. Consider funding for crosswalk pedestrian safety improvements
- b. Idle-free zone concept

RECOMMENDATION

- a. If the City Council agrees in the earlier work session to use Contingency funds for crosswalk improvements, then they should authorize such action in the regular City Council meeting.
- b. Allow Councilwoman Fillmore to explain her "Idle-Free Zone" concept and then discuss as a Council.

BACKGROUND

CENTERVILLE CITY COUNCIL

**Staff Backup Report
5/6/2014**

Item No. 9.

Short Title: Closed meeting, if necessary, for reasons allowed by state law, including, but not limited to, the provisions of Section 52-4-205 of the Utah Open and Public Meetings Act, and for attorney-client matters that are privileged pursuant to Utah Code Ann. § 78B-1-137, as amended

Initiated By:

Scheduled Time: 8:20

SUBJECT

RECOMMENDATION

Staff are not currently aware of a need for a closed meeting, but the agenda allows for that possibility.

BACKGROUND

CENTERVILLE CITY COUNCIL

**Staff Backup Report
5/6/2014**

Item No. 10.

Short Title: Possible action following closed meeting, including appointments to boards and committees

Initiated By:

Scheduled Time: 8:20

SUBJECT

RECOMMENDATION

Mayor Cutler may recommend appointments to City boards or committees.

BACKGROUND

CENTERVILLE CITY COUNCIL

**Staff Backup Report
5/6/2014**

Item No.

Short Title: Adjourn to RDA Meeting

Initiated By:

Scheduled Time: 8:20

SUBJECT

RECOMMENDATION

BACKGROUND

CENTERVILLE CITY COUNCIL

Staff Backup Report 5/6/2014

Item No.

Short Title: Items of Interest (i.e., newspaper articles, not items on agenda)

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- D Standard V article
- D Hale Center - South Jordan
- D Davis Shootings
- D Target bomb threat
- D Centerpoint Man of Lamancha
- D V restoration
- D Henry Walker sold
- D Macquarie - Clipper

Date: May 1, 2014; Section: Morning Briefing; Page: 7A

Scout project spruces up 'V'

Workers hope to reinforce symbol

By **DANA RIMINGTON**

Standard-Examiner correspondent

BOUNTIFUL — The iconic "V" sitting on the mountainside just east of Viewmont High School above Centerville has been sitting on land that has been eroding for years, but no one has attempted to resolve the issue until now.

Bryce Trump, whose dad was integral in putting the "V" on the mountain with his senior class 40 years ago, has stepped up to the task with his son, 13-year-old Ryan Trump, who has turned the task of making sure the "V" will no longer be in jeopardy into his Eagle Scout project.

Trump, a Viewmont High School graduate, hiked up to the "V" eight years ago and noticed the extensive damage around the structure. "I realized my dad would be very disappointed in how it looks now, and decided when my son, who was 6 at the time, needed an Eagle Scout project, this would be a good one," said Trump.

So for years, Trump kept quiet about his idea, not wanting anyone to beat him to it.

He needn't have worried, because when Trump's son started the project last summer, they discovered no one had wanted to touch the project because it was such an overwhelming task, and no one could say for sure who should fix the problem — Viewmont High School students, the alumni association, or Centerville City.

The hillside letter was paid for by the class of '73, but it is on city land, with Centerville city opening the gate for students each time the letter is lit for homecoming or graduation. When Ryan first approached Centerville, representatives were concerned about the liability of students climbing around the structure and getting hurt, and wondered who would be paying for the repairs — making it clear the city would be unable to fund the project.

With donated funds from the Viewmont High School Alumni Association, a geological survey was procured, and once the all-clear was given to proceed with work from the geological technical engineer, saying there was no risk of the "V" sliding down the mountain when work commenced, the Trumps started campaigning for funds. And the project has now turned into a concerted community undertaking.

Since last summer, money has been raised to clear the area of foliage, arranging wire mesh and rebar underneath the letter to prepare for the gunite, a mixture of cement, sand, and water that will be sprayed into the reinforcement area.

The hope is to install the gunite in May, but it takes funds. The Trumps, in conjunction with the school's alumni association, need to raise \$15,000 for the project, and have raised about half that amount.

"We are hoping to keep the 'V' from eroding anymore because if more dirt comes out, pieces of it will come off eventually, and then it will be really expensive to fix, or the city will make Viewmont tear it down," said Trump.

Trump and his son have spent the last eight months making people aware of the situation — most people were unaware of the condition of the "V."

"It's a tradition that everybody expects to stay there, but that means having everyone open up and give," said Trump. "There are over 30,000 alumni, I'm told, so just a little bit from everybody and we'll have plenty of money to complete the project."

The mountainside letter is 150 feet on each wing, and located about a halfmile up the hillside, with various trails leading to the letter.

If enough funds are raised, the Trumps would like to shore up the mountainside around the letter with natural landscaping to prevent water runoff from continuing to erode the dirt beneath the structure.

Ryan Trump can't wait to see the completed project.

"It's going to be a great day when we get the funding and watch it be finished," said Ryan. "I am happy I can keep this family tradition alive, first with my grandpa helping put it in, then my dad, and now me.

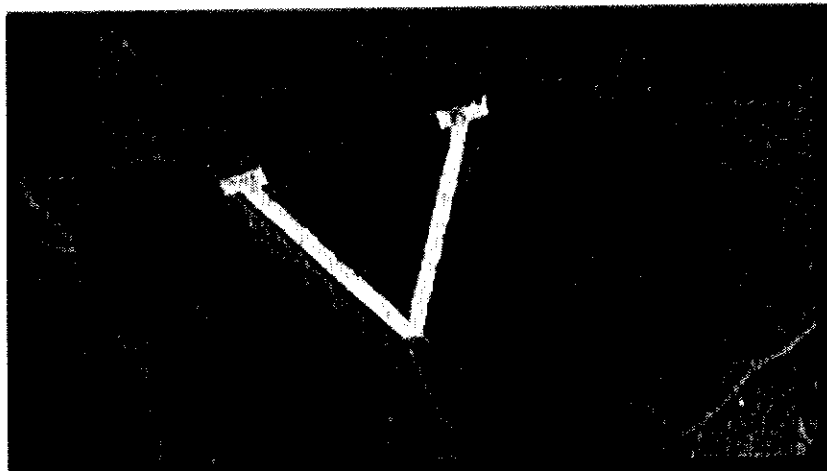
"I've always looked up there and thought how I would be going to Viewmont soon, and I want it to still be there for generations to come."



Photo courtesy of Bryce Trump

ABOVE: A Boy Scout troop spent time clearing out the foliage and growth underneath Viewmont High School's "V" sitting on the mountainside just east of the school where earth is

slowly being dislodged due to erosion.



BELOW: The "V" is shown with some of the work by the Boy Scouts to preserve the iconic symbol of Viewmont High School.

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Mayor wants Hale Center Theatre in South Jordan

By Morgan Jacobsen, Deseret News

Published: Wednesday, April 23 2014 7:30 a.m. MDT

Updated: yesterday

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South Jordan Mayor David Alvord announced Wednesday that city officials have once again begun discussions with the Hale Center Theatre, which is considering expanding to what is now Mulligans Golf and Games.

Jeffrey D. Alford, Deseret News

Enlarge photo

Summary

South Jordan Mayor David Alvord announced Wednesday that city officials have once again begun discussions with the Hale Center Theatre, which is considering expanding to what is now Mulligans Golf and Games.

"As a mayor, Hale Center Theatre is one of those opportunities you jump on when it comes along. It's a cultural gathering place. It's a place where families can get together for uplifting entertainment, and it's an anchor for other recreation development around it."

Mayor David Alvord

SOUTH JORDAN — Mayor David Alvord announced Wednesday that city officials have once again begun discussions with the Hale Center Theatre, which is considering expanding to what is now Mulligans Golf and Games.

South Jordan has owned the 60-acre property at 692 W. 10600 South for the past 10 years, Alvord said. During that time, city officials have looked at whether continued use of the golf course, high-density housing, commercial office buildings or the Hale Center Theatre would be the best use for the space.

Though a decision has not been reached, Alvord said he hopes the Hale Center Theatre will build its new home on the lot. The theater is currently located in West Valley City.

"As a mayor, Hale Center Theatre is one of those opportunities you jump on when it comes along," he said. "It's a cultural gathering place. It's a place where families can get together for uplifting entertainment, and it's an anchor for other recreation development around it. One of my jobs will be to do my best to persuade them that South Jordan is the best city for their home."

The mayor said he expects Mulligans Golf and Games to remain open throughout the 2014 season, though it will require further investment if it is to remain open beyond this year.



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Missing Clearfield boy found in Salt Lake City

Date: Apr 18, 2014; Section: Morning Briefing; Page: 3A

Centerville shooting was 16th involving Davis officers since 2002

By LORETTA PARK

Standard-Examiner staff

FARMINGTON — The days following a police shooting are busy for Davis County's protocol team, whether or not a death was involved.

The team consists of at least 14 officers from across the Wasatch Front and Craig Webb, chief investigator with the Davis County Attorney's Office.

They will spend hours, if not days, going over every piece of evidence, reports and testimony from witnesses and officers, as well as listening to dispatch recordings.

Their findings will be put into binders, on timelines and then presented to the Davis County attorneys, who will make the final decision on whether the shooting was justified.

Webb was called to Sunday's fatal shooting in Centerville within minutes after it happened. A Centerville police officer shot Vincent Farrand after Farrand pointed a gun at him, said Assistant Police Chief Paul Child.

It was the 16th officer-involved shooting since 2002 in Davis County.

Webb understands what officers who've been involved in a shooting are going through. When he was working as an officer for Woods Cross in 2002, he shot and killed Russell Lynn Stewart, who charged him. That shooting was ruled as justified.

There were no other officer-involved shootings in Davis County until 2007. At that time, Troy Rawlings was elected as Davis County Attorney and the Davis County Officer Involved Critical Incident Investigation Protocol Team was organized.

The team investigates any incident in which an officer shoots a firearm while out on the streets. The agency or agencies being investigated are not part of the team.

Centerville's shooting is under investigation by the Davis County Attorney's Office and the Davis County Officer Involved Critical Incident Investigation Protocol Team, with the Clearfield Police Department as the lead investigation agency.

There was one police-involved shooting in Davis County each year in 2007, 2008 and 2009. In 2012, there were four such shootings. Nine of the shootings since 2002, including Sunday's, were fatal. In all, there have been at least 26 officers involved in the shootings.

The county attorney's office ruled one of the 15 shootings as unjustifiable, but would not prosecute that case, either.

That shooting happened Nov. 25, 2012, when Kristine Nicole Biggs, 41, was shot in the eye in South Weber by Morgan County Sheriff's Sgt. Daniel Peay after a 32-mile chase through three counties.

Davis County officer-involved shootings since 2007:

- * June 15, 2013: Davis County sheriff's officers involved in a high-speed chase from Layton to North Salt Lake. An officer shot at the suspect, who got away.

- * Feb. 25, 2013: Brett Max Knight, a bank robbery suspect, led police from several agencies in a chase for about 50 miles on Interstate 15 that ended in Farmington. He brandished a gun and was fatally shot by an officer.

* Jan. 16, 2013: Marco Antonio Guizar was involved in an exchange of gunfire with a Farmington police officer and a Davis County sheriff's deputy after shooting at vehicles on Legacy Parkway.

* Nov. 25, 2012: Kristine Nicole Biggs was shot in the eye in South Weber by Morgan County Sheriff's Sgt. Daniel Scott Peay after a 32-mile chase through Morgan, Weber and Davis counties. The shooting was ruled unjustified, though Peay was not prosecuted.

* Oct. 8, 2012: JC Ramireiz was shot and wounded by a Sunset police officer after the officer saw him waving a gun inside his Sunset home and then firing it at a wall. When the officer yelled at Ramirez to put down the gun, Ramirez pointed it at the officer.

* Aug. 28, 2012: Joshua Robert Isakson was shot and wounded at a Layton home when he attacked a Layton police officer who was investigating reports that Isakson had abused his girlfriend and another woman.

* March 21, 2012: Brian Lane Harris was shot and wounded by a Layton police officer at Quail Ridge Mobile Home Park in Layton while officers were investigating a report that Harris had shot his girlfriend in the leg. Police were concerned Harris had a gun and would use it.

* Nov. 17, 2011: An officer shot at Todd Gossling, who led them on a highspeed chase in Bountiful. He was not wounded by the gunfire, but was injured after crashing the car he was driving.

* Jan. 4, 2011: Cody Alan White, 25, was shot and killed by police in Davis County after threatening them with a gun following a chase involving a stolen vehicle.

* Nov. 5, 2010: Paulo Berumen was killed by Clinton detectives who responded to a domestic violence call and found Berumen brandishing a knife. He lunged at detectives. The incident was recorded on a Taser camera.

* July 9, 2010: William Oakden was fatally shot by officers at his Bountiful home after he fired a gun that was later to be found to be an Airsoft toy pistol. Officers were responding to a report that Oakden was covered in blood and carrying a knife.

* Feb. 26, 2009: Jeffrey Jay Cramer, of Layton, was fatally shot by Layton police officers after firing a shotgun in their direction. He was distraught over losing his job.

* Sept. 22, 2008: Brian Wood was fatally shot by a Davis County sheriff's deputy following a standoff at his Farmington home. Wood had shot a firearm twice during the standoff. He was upset about family matters.

* June 16, 2007: Steven Lane was fatally shot in a Centerville home after pointing a shotgun at officers who were responding to a domestic dispute.

Contact reporter Loretta Park at 801-625-4252 or

lpark@standard.net.

Follow her on Twitter at

@LorettaParkSE.

[print](#)

Centerville Target store bomb threat one of several along Wasatch Front

by DAN METCALE, JR.

04.24.14 - 10:55 pm

CENTERVILLE - As of 5 p.m. Thursday police were responding to a bomb threat at the Centerville Target, one of other similar threats made at locations across the state.

Officials say a store in Orem and in American Fork also received bomb threats.

Centerville Assistant Police Chief Paul Child told the Clipper that a call came into the Centerville Target, located at 200 N. Marketplace Drive at about 3:39 p.m. and was taken by a female employee.

Child said that employee described the voice from the caller as a man with a "thick Hispanic accent."

According to Child, the caller demanded to speak with the store manager. When the manager spoke with the caller, he said there was an explosive device hidden in the store and that he would detonate it if certain demands weren't met, according to Child.

When the manager asked what those demands were, Child said the call became "garbled," and that the manager was not able to understand what those demands were. The manager also suggested that the caller's voice may have had a thick "Asian-Indian" instead of Hispanic.

Child said the manager called 911 immediately, and officers, along with South Metro Davis Fire crews - swept the building and parking lot, but found nothing.

According to Child, similar threats were called into other Target stores along the Wasatch Front, and that the FBI would be involved in the investigation to see whether the other threats were connected to the same person or group.

Though nothing was immediately located, police and bomb squad members continued to make sweeps of the building and parking lot as a precaution.

Child said even though no apparent danger was present, his staff and other public safety officers take such threats very seriously.

"These things drain our resources," said Child. "But we don't want to encourage people to repeat this, so we always do a thorough investigation."

Child said he hoped to wrap up the investigation quickly, so that the store could get back up and running as soon as possible.

Check back with the Clipper for further updates.

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CenterPoint Legacy Theatre's 'Man of La Mancha' a glorious dream

by JENNIFER WARDELL

04.27.14 - 09:00 am

CENTERVILLE - There's nothing more beautiful than a dream made real.

CenterPoint Legacy Theatre's "Man of La Mancha," running now through May 17, is a dream of a production that will forever be my ideal version of this musical. It's insightfully directed, beautifully acted, creatively designed and gorgeously sung, with all of those aspects coming together to create a funny, moving and heartbreaking jewel of a theatrical experience.

For those who are only familiar with the image of a man tilting at windmills, the story actually starts with a man named Miguel Cervantes who is thrown into prison to await the Spanish Inquisition. The other prisoners want to steal his things and burn his manuscript, but he convinces them to let him perform the story of Don Quixote as his defense. The entire play unfolds in the prison, with set built out of benches and drawing the other prisoners into different roles.

Though other productions include elements of this, here the transition between the two is so effortless that I was lost in both stories. Kudos to directors Jennie and Josh Richardson for weaving them together so beautifully, using their joining to give even the story's dark moments more dignity and hope than they would have had on their own.

Even more powerfully, they and the cast highlight the physical change in the prisoners, and even Cervantes himself, as they were caught up in the tale of Don Quixote. When Adrien Swenson's nameless woman took up the role of Dulcinea in the Monday night cast, you could see the exact moment she gave herself over to her character by the change in her posture and the firming of her expression.

The acting all around was breathtaking. Swenson was a potent, powerful, painful mixture of courage, anger and fear, and Monte Garcia captured Sancho's big heart and easy humor without ever letting him descend into buffoonery. DRU made the governor's flashes of kindness believable, and Chantell Bender packed a delightful amount of attitude into a few brief scenes. Musically, everyone made the songs shine.

But the central jewel of the show was Rhett Richins, who played Quixote as if he were both entirely his own man and a dream sprung directly from Cervantes' mind. I delighted in his Quixote, pure of soul and stout of courage even when he wasn't sound of mind, and his singing rivaled any recording of the soundtrack you can name.

His Cervantes, though, I loved with my whole heart. The grief and bravado that played across his face in the moments between scenes, the courage as he fought for dreams he already seemed to know would not save him, was heartbreaking. In the end, he was

perhaps not so much Quixote as he was Dulcinea, who here fights to keep the dream alive despite being fully aware of all the wreck and ruin that surrounded her.

I wept for them both. But in the end, they and everyone else who had a hand in this magnificent production made me believe.

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Vikings, past and present, work to save the 'V'

by LOUISE R. SHAW

04.30.14 - 12:00 pm

BOUNTIFUL — Erosion has undermined the “V” that marks the mountainside above Centerville, a landmark installed in tribute to Viewmont High.

Current and former Vikings have begun the process of stabilizing the “V,” and are hoping others in the community will help as well.

The landmark was first constructed as a gift of the Viewmont High class of 1973 and is 8-feet wide and 105-feet long.

The contractor who helped frame and pour the concrete 41 years ago was Robert Trump.

It is his youngest grandson, Ryan Trump, who is planning the restoration work for an Eagle Scout project.

The school’s alumni association, school leaders and the Centerville City Council were approached and are also working in support of the improvements.

The first steps in the restoration process have already begun, as volunteers worked to remove brush, weeds and loose gravel along the outside edges and install a wire mesh.

For the second phase, Intermountain Gunite Company will pump “shotcrete” through a hose at high speed (like in pool construction), to shore up the base, which has eroded as much as two to three feet in spots.

After that, supporters will install a drainage system, replace dirt, replant native grasses and improve the pathway that leads to the school letter.

Students past and present are being asked to donate \$10 each, though more is welcome. Parents and teachers are invited to participate with a donation as well.

Tax deductible contributions can be made through the Davis Education Foundation by sending checks with “Save the ‘V’ Project” on the memo line to the foundation at P.O. Box 588, Farmington UT, 84025.

Checks will also be accepted at Viewmont High, 120 W. 100 North in Bountiful.

Online donations can be made through daviseducationfoundation.org.

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Henry Walker Homes sold

by TOM BUSSELBERG

05.01.14 - 11:00 am

CENTERVILLE — Henry Walker Homes of Centerville has been sold to Oakwood Homes of Denver, Colo.

Henry Walker Homes was seeking a new capital partner with a similar organizational culture, a press release from Oakwood Homes said.

Oakwood Homes founder and CEO Pat Hamill made the announcement. That builder is reportedly Colorado's largest private home builder. It purchased Henry Walker Homes for nearly \$75 million, the release said.

Henry Walker Homes currently operates in Northern and Southern Utah and Northern Colorado. Oakwood Homes is building in the Colorado Front Range, including the Denver metro area and Colorado Springs; Omaha, Neb., and Northern Utah.

Henry Walker Homes' operations in Southern Utah and Colorado will resume under a different name.

"When presented with the opportunity to acquire Henry Walker Homes we were immediately intrigued," Hamill said. "This allows us to leverage our strong capital foundation and our efficient building practices towards our vision of being the best home builder in America."

John Stubbs, current Henry Walker Homes president, will become president of Oakwood's Utah Division. Mike Stewart will lead the integration team. Over the next year, Jason Chisholm will be vice president of operations and James Doolin will be vice president of land acquisition.

Oakwood has set a goal of closing more than 1,100 homes this year. If that is achieved, it would make the firm the 33rd largest home builder in the country and third largest in the Midwest.

Henry Walker Homes has 78 employees and Oakwood employs 151 people. The majority of associates are expected to remain in their current roles.

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Macquarie makes proposal to Centerville, other UTOPIA cities

by JENNIFFER WARDELL

04.29.14 - 04:11 pm

CENTERVILLE - It's time for UTOPIA cities to see whether they want to hand operations of the struggling fiber optic network over to Macquarie.

Officials from the Australian-based company presented their Milestone One proposal this Tuesday at Centerville City Hall. The proposal outlined the utility fees and other details that would be required of cities should they take over management of the network. Though the public was invited, the meeting was not open for public comment.

The next step is for the cities to decide whether to go with the plan or see if another viable option is available.

"It kind of boils down to that this is Macquarie's first proposal," said Centerville City Assistant Manager Blaine Lutz. "Obviously there would be a lot of details to go through, but cities have to see what the options are."

Though the proposal itself runs 100 pages, the simplest version is that Macquarie's involvement would build out the network to the point that everyone in the city could join it. Basic service would be a three-megabit per second upload and download speed, along with a 20 GB data cap.

"Growing the network is really the only way to hopefully get out of indebtedness," said Lutz, referring to the debt service payments Centerville, Layton and other cities agreed to take on during the network's earlier financing attempts.

The biggest issue is the utility fees that would result from the partnership. Since everyone would have access to the fiber optic network, all households in the city would be charged \$18-20 for single family homes or small apartments, \$9-10 for each unit in a larger apartment building or condos, and \$36-\$40 for commercial properties.

Comparatively, utility rates for garbage is \$12.05 for the first can and \$9.40 for each additional can. Though there has been talk about a waiver for residents who can demonstrate financial need, no decision has been made on the topic.

Centerville officials have yet to schedule a meeting to discuss their response to Macquarie's proposal. Each UTOPIA member city will make the decision independently about whether or not to enter into the partnership, though it is uncertain what would happen if only some of the cities chose to join.

"It gets so complicated," said Lutz. "We can't say we just want to go on as normal. That might not even be feasible."

If the member cities approve of the arrangement, the next step will be for the two organizations to work out the details. If they don't, Lutz said they would have to invest the time and effort into hunting for another alternative.

"We've had some positive movement (as a network) but it's going to take a lot of time and more funding to get where we need to be," he said. "This steps in and addresses a lot of complications."

Macquarie will also hold meetings with other member cities this week, including on with Layton on April 30 at 7 p.m. at the Layton City Offices. The meeting with West Valley officials is scheduled for May 1 at 8 p.m. at West Valley City Office, 3600 S. Constitution Boulevard. Both meetings will be open to the public but not open for public comment.

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REDEVELOPMENT AGENCY OF CENTERVILLE CITY AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REDEVELOPMENT AGENCY OF CENTERVILLE MEETING AT 8:20 PM ON May 6, 2014 AT THE CENTERVILLE CITY COMMUNITY CENTER AND CITY HALL COUNCIL CHAMBERS, 250 NORTH MAIN STREET, CENTERVILLE, UTAH. THE AGENDA IS SHOWN BELOW.

Meetings of the City Council of Centerville 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.

Centerville City, in compliance with the Americans With Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance, including hearing devices. Persons requesting these accommodations for City-sponsored public meetings, services, programs, or events should call Blaine Lutz, Centerville Finance Director, at 295-3477, giving at least 24 hours notice prior to the meeting.

A notebook containing supporting materials for the business agenda items is available for public inspection and review at City Hall and will be available for review at the meeting . Upon request, a citizen may obtain (without charge) the City Manager's memo summarizing the agenda business , or may read this memo on the City's website: <http://centervillepublic.novusagenda.com/> .

Tentative - The times shown below are tentative and are subject to change during the meeting.
Time:

A. NEW BUSINESS

1. Minutes Review and Acceptance
March 19, 2014 meeting
2. Consider Crosswalk Safety Improvements
3. Proposed RDA FY 2015 Budget
 - a. Presentation of FY 2015 RDA Proposed Budget
 - b. Adopt FY 2015 RDA Tentative Budget and set date for public hearing

B. ADJOURNMENT

Steve H. Thacker
Executive Director