

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

Tamelyn 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 *S. Thacker*
subject: City Manager's Summary of September 16, 2014 Council Meeting
date: September 12, 2014

5:30 Work Session – The City Council will begin with a work session at 5:30 to discuss issues relating to the South Davis Metro Fire Agency. Fire Chief Jeff Bassett has asked to meet with the City Council of each member city. I presume he will provide an update of the Agency's activities, share his perspective about staffing and capital needs, and engage the Council in a discussion about the possibility of creating a special taxing district to fund fire/EMS services in lieu of the current funding arrangement. **Dinner will be provided beginning at approximately 5:15.**

7:00 Regular City Council Meeting

E.1. Sewer District Report – Dee Hansen has asked for some time to make his annual report to the Council as their representative on the South Davis Sewer District Board of Directors.

E.2. Minutes Review and Acceptance – The minutes to be approved are enclosed.

E.3. Summary Action Calendar

- a. Amendments to Cell Phone Policy** – Staff recommend a few minor revisions to this policy, as explained in the staff report.
- b. Amendments to Outside Employment Policy** – City Attorney Lisa Romney recommends revisions to this policy, for reasons explained in her staff report.
- c. Pipeline Agreements with UPRR and UTA** – These agreements would allow for the City to install a water main under the railroad tracks, utilizing an existing culvert (in line with Chase Lane) that is no longer needed for drainage. This water main would supply additional flow to the west side of I-15, as recommended in the City's Water System Master Plan. This is one of the projects funded by the 2012 Water Revenue Bond.
- d. Questar Gas easements** – These easements have been requested by Questar for the natural gas service provided to backup power generators for UTOPIA huts.
- e. Drainage Maintenance Contract** – The City uses a private contractor to clean and video-inspect its storm drains and subdrains. This bid resulted in lower hourly rates when compared to the prior contract. Twin D Environmental Services was the low bidder, and has been the City's contractor for a number of years.



- E.4. **Public Hearing—Zoning Amendment re Beekeeping** – Several months ago, the City Council expressed the desire to remove the prohibition on beekeeping in the Zoning Code and directed the Planning Commission to recommend minimum regulations to govern beekeeping within the city limits. Those recommended regulations are included in the staff report.
- E.5. **Public Hearing—Zone Map Amendment re Hafoka property** – Brighton Homes has applied for a zoning change to property owned by Andy Hafoka at 564 West 400 South. The Planning Commission recommends approval of the change from R-L (Residential-Low) to R-M (Residential-Medium) to allow for the possibility of an assisted living facility and/or other dwelling units. At the Planning Commission public hearing, opposition was expressed from some Shaela Park residents.
- E.6. **Bus Stop at Founders Park** –UTA has provided additional information which the City Manager and Councilwoman Fillmore believe may be reason to consider going ahead with the standard bus stop shelter provided by UTA rather than a more expensive alternative. See the staff report for details.
- E.7. **Legislative Update of 2014 General Session** – City Attorney Lisa Romney has reviewed the many bills passed in the latest Legislative Session which affect municipalities. In her staff report, she highlights those which she believes may be of interest to the City Council particularly.
- E.8. **Financial Report** – Blaine Lutz, Finance Director/Assistant City Manager, prepared the enclosed financial report for the first two months of Fiscal Year 2015—i.e. for the period ending August 31, 2014.
- E.9. **Mayor's Report** – Mayor Cutler (and possibly others) will report on the resolutions approved by the Utah League of Cities and Towns at their annual Business Meeting on Friday, September 12. These resolutions are intended to identify priorities for the League's legislative efforts in the 2015 General Session of the State Legislature.
- E.10. **City Manager's Report** – I will report on the disappointing bid results for re-roofing City Hall and recommend all bids be rejected and the project re-bid next Spring. The bids were significantly higher than the \$50,000 budget.
- E.11. **City Council Liaison Report** – Councilman Ken Averett will report on his two liaison assignments—i.e. emergency management and the Davis Chamber of Commerce.
- E.12. **Miscellaneous Business** – No specific matters have been identified under this heading.
- E.13. **Closed Meeting, if necessary** – At this time I do not know of a need for a closed meeting, but the agenda allows for that possibility.
- E.14. **Appointments to City Boards and Committees** – Mayor Cutler may recommend appointments to City boards/committees.
- E.15. **Adjourn to RDA meeting** – Following the Council meeting, an RDA meeting will be held to continue discussion on enhancements to the pedestrian bridge to be constructed over I-15 next spring as part of the current I-15 project. If the RDA Board can reach agreement on which enhancements to fund, then action could be taken to approve such funding. The priority appears to be upgrading the fence on the pedestrian bridge, but could also include lighting and a City emblem on the structure.

Mayor
City Council
Department Heads
Planning Commission
September 12, 2014
Page 3

Potential Agenda Items for October 7 City Council meetings (subject to change):

- Work Session with Youth City Council (Dinner will be provided by Youth Council)
- National Register Nomination – John Wayman Home, 240 South 300 East
- Councilmember Higginson re Mosquito District and Solid Waste District
- Cost Sharing Agreement with UDOT for drainage culvert under I-15 at Lund Lane
- Discussion re RAPT Tax renewal
- RDA meeting re pedestrian bridge enhancements
- Long-term sick leave financial liability
- Funding service awards for year-round part-time employees

mlm

AMENDED AGENDA
September 15, 2014
1:32 P.M.

CENTERVILLE CITY COUNCIL AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REGULAR PUBLIC MEETING AT 7:00 P.M. ON TUESDAY, SEPTEMBER 16, 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 – Fire Agency Issues

7:00 A. ROLL CALL

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

B. PLEDGE OF ALLEGIANCE

C. PRAYER OR THOUGHT

Blaine Lutz

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 801-295-3477, or may make such request at the beginning of Open Session.) Please state your name and city of residence.

E. BUSINESS

7:10 1. Sewer District Report from Dee Hansen, City's Board Representative

(OVER)

- 7:20 2. **MINUTES REVIEW AND ACCEPTANCE**
September 2, 2014 Council meeting
- 7:25 3. Summary Action Calendar
- a. Personnel Policies and Procedures - Amendments - Cell Phone Policy - Consider Resolution No. 2014-22
 - b. Personnel Policies and Procedures - Amendments - Outside Employment - Consider Resolution No. 2014-23
 - c. Consider Pipeline Crossing Agreements with UPRR and UTA for Chase Lane Waterline Project
 - d. Approve easements for Questar to provide natural gas to UTOPIA huts
 - e. Award Annual Drainage Maintenance Project contract to Twin D Environmental Services in the amount of \$96,710
 - f. **Approve purchase of 12 Tasers and accessories for the Police Department in the amount of \$12,274.50, plus warranty/replacement plan for an additional amount of \$9,150 over 5-year period
 - g. **Award bids for Pine Hills Subdivision Waterline Project to Anchored Excavation for labor in the amount of \$11,486.90 and to WR White for materials in the amount of \$4,304.69 (plus tax)
- 7:25 4. Public Hearing - Zoning Ordinance Text Amendments -
Apiaries/Beekeeping
Consider Zoning Ordinance Text Amendments regarding the use and regulation of Apiaries/Beekeeping - Consider Ordinance No. 2014-18
- 7:40 5. Public Hearing - Zone Map Amendment (Rezone) - Hafoka Property - 564 West Porter Lane
Consider Zone Map Amendment (Rezone) for parcels located at 564 West 400 South from R-L (Residential-Low) to R-M (Residential-Medium), to potentially allow development of an assisted living facility and/or several independent dwelling/living units
- 8:00 6. Approve design and funding for Bus Stop at Founders Park
- 8:10 7. Legislative Update – 2014 General Session
Presentation by City Attorney regarding municipal related bills passed by the Utah Legislature in the 2014 General Session
- 8:30 8. Financial Report for period ending August 31, 2014
- 8:35 9. Mayor's Report
- a. ULCT Legislative Policy Committee Resolutions
 - b. UTOPIA update
 - c. Centennial Celebration Committee
- 8:50 10. City Manager's Report
- a. Bid results for reroofing City Hall

- 8:55 11. City Council Liaison Report
 a. Citizen Corps Council/Emergency Management – Councilman Ken Averett
 b. Davis Chamber of Commerce – Councilman Ken Averett
- 9:05 12. Miscellaneous Business
- 9:15 13. 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.
- 9:15 14. Possible action following closed meeting, including appointments to
 boards and committees
- 9:15 15. **Adjourn to RDA meeting**

F. ADJOURNMENT

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

Marsha L. Morrow, MMC
Centerville City Recorder

CENTERVILLE CITY COUNCIL AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REGULAR PUBLIC MEETING AT 7:00 PM ON September 16, 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 - Fire Agency Issues

7:00 A. ROLL CALL

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

B. PLEDGE OF ALLEGIANCE

C. PRAYER OR THOUGHT

Blaine Lutz

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. Sewer District Report from Dee Hansen, City's Board Representative

7:20 2. Minutes Review and Acceptance
September 2, 2014 City Council meeting

7:25 3. Summary Action Calendar
a. Personnel Policies and Procedures - Amendments - Cell Phone Policy -

- Consider Resolution No. 2014-22
- b. Personnel Policies and Procedures - Amendments - Outside Employment -
Consider Resolution No. 2014-23
- c. Consider Pipeline Crossing Agreements with UPRR and UTA for
Chase Lane Waterline Project
- d. Approve easements for Questar to provide natural gas to UTOPIA huts
- e. Award Annual Drainage Maintenance Project contract to Twin D
Environmental Services in the amount of \$96,710
- f. Approve purchase of 12 Tasers and accessories for the Police Department
in an amount of \$12,274.50, plus warranty/replacement plan for an
additional amount of \$9,150 over a 5-year period
- g. Award bids for Pine Hills Subdivision waterline project to Anchored
Excavation for labor in the amount of \$11,486.90 and to WR White in the
amount of \$4,304.69 (plus tax) for materials

- | | | |
|------|-----|---|
| 7:25 | 4. | <p>Public Hearing - Zoning Ordinance Text Amendments -
Apiaries/Beekeeping</p> <p>Consider Zoning Ordinance Text Amendments regarding the use and regulation of
Apiaries/Beekeeping - Consider Ordinance No. 2014-18</p> |
| 7:40 | 5. | <p>Public Hearing - Zone Map Amendment (Rezone) - Hafoka Property - 564
West Porter Lane</p> <p>Consider Zone Map Amendment (Rezone) for parcels located at 564 West 400
South from R-L (Residential-Low) to R-M (Residential-Medium), to potentially
allow development of an assisted living facility and/or several independent
dwelling/living units.</p> |
| 8:00 | 6. | Approve design and funding for Bus Stop at Founders Park |
| 8:10 | 7. | <p>Legislative Update - 2014 General Session</p> <p>Presentation by City Attorney regarding municipal related bills passed by the Utah
Legislature in the 2014 General Session</p> |
| 8:30 | 8. | Financial Report for period ending August 31, 2014 |
| 8:35 | 9. | <p>Mayor's Report</p> <ul style="list-style-type: none"> a. ULCT Legislative Policy Committee Resolutions b. UTOPIA Update c. Centennial Celebration Committee |
| 8:50 | 10. | <p>City Manager's Report</p> <ul style="list-style-type: none"> a. Bid results for reroofing City Hall |
| 8:55 | 11. | <p>City Council Liaison Report</p> <ul style="list-style-type: none"> a. Citizen Corps Council/Emergency Management – Councilman Ken Averett b. Davis Chamber of Commerce – Councilman Ken Averett |
| 9:05 | 12. | Miscellaneous Business |
| 9:15 | 13. | 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 |
| 9:15 | 14. | Possible action following closed meeting, including appointments to boards
and committees |

9:15 15. Adjourn to RDA meeting

F. ADJOURNMENT

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

CENTERVILLE CITY COUNCIL

**Staff Backup Report
9/16/2014**

Item No.

Short Title: Work Session - Fire Agency Issues

Initiated By:

Scheduled Time: 5:30

SUBJECT

RECOMMENDATION

BACKGROUND

Department	2015	2016	2017	2018
Air Packs				100,000
Architect		150,000		20,000
Building Improvement		30,000	30,000	
Cement	295,000	20,000		20,000
Construction			3,000,000	
I.T	9,000	90,000		
Radios	25,000	27,000		
Software	88,185			
Vehicles	690,000	705,000	350,000	990,000
Total	1,107,185	1,022,000	3,380,000	1,130,000

Station 83 remodel or land purchase	AVE first three years	1,836,395	
Station 84 purchase new land	Currently funded each year	(200,000)	
		(300,000)	SEE NOTE TO RI
Parking Light Fixtures change out to solar		1,336,395	#2

#1: To be able to fund this capital plan the average cost per year would be \$1,350,955. Currently \$200,000 is funded each year. The past few years there have been additional savings, see **note** to right. For this analysis we will say this continues at \$300,000, and the additional amount needed was \$850,955 each year (see cell J16). Below outlines the additional amount each city would contribute using the same calculation to determine the member contribution. It is important to note in 2017 the capital need cost is very high, and 3 years into the plan we would be approximately \$1.5 million short. That difference would not be made up until year 6. See **#2**.

FUNDING 2015 - 2021			
	2014 RATE	YEARLY INCREASE FOR CAPITAL PLAN	
Bountiful City	36%	307,406.43	
Centerville City	16%	133,969.95	
Davis County	7%	60,590.77	
North Salt Lake City	23%	191,625.55	
West Bountiful City	8%	69,472.10	
Woods Cross City	10%	87,890.20	
Total	1	850,955.00	

2019	2020	2021
	100,000	
25,000	25,000	
		20,000
327,500		1,500,000

500,000	230,000	90,000
852,500	355,000	1,610,000

1,350,955 AVERAGE

(200,000) Funded each year

AVE last four years	986,875	(300,000) SEE NOTE TO RIGHT
Currently funded each year	(200,000)	850,955 #1
	(300,000) SEE NOTE TO RIGHT	
	486,875 #2	

IGHT

NOTE: C
has beer
always b
that this
revenue
which is
comp. W
payment

#2: With 2017 it is almost better to say what do we need to pay during the first 3 years and then what do we need to pay the next 4 years, see analysis below.

FUNDING 2015 - 2017

	2014 RATE	YEARLY INCREASE FOR CAPITAL PLAN
Bountiful City	36%	482,771.02
Centerville City	16%	210,395.11
Davis County	7%	95,155.69
North Salt Lake City	23%	300,941.21
West Bountiful City	8%	109,103.49
Woods Cross City	10%	138,028.48
Total	1	1,336,395.00

FUNDING 2018 - 2021

	2014 RATE	YEARLY INCREASE FOR CAPITAL PLAN
--	-----------	----------------------------------

Bountiful City	36%	175,882.98
Centerville City	16%	76,651.08
Davis County	7%	34,667.09
North Salt Lake City	23%	109,638.81
West Bountiful City	8%	39,748.55
Woods Cross City	10%	50,286.49
Total	1	486,875.00

Currently the cities pay \$200,000 per year for capital needs. The past few years the department has been able to move between \$300,000 and \$400,000 to capital fund from general fund. This hasn't been the case in 2010 the department had a \$41,000 loss on the financials. It is difficult to say if the trend will continue and we will be able to count on this additional revenue. The additional revenue comes from ambulance revenue (which is unpredictable) and spending less than anticipated, but it is also difficult to count on with the increased cost in salaries, insurance, retirement, workers compensation, etc. We also need to consider the bond payment, in the future impact fees will not cover the debt service. This payment will need to be supplemented by all cities except Bountiful.

Staffing plan

	2015	2016	2017	2018	2019
6 new paramedics	402,119				
6 new firefighters		351,769			
6 new firefighters			351,769		
6 new firefighters				351,769	
6 new firefighters					351,769
	402,119	753,888	1,105,657	1,457,426	1,809,195

Yearly increase to fund staffing plan

	2014 RATE	2015	2016	2017	2018	2019
Bountiful City	36%	145,265	272,341	399,417	526,493	653,569
Centerville City	16%	63,307	118,688	174,069	229,450	284,830
Davis County	7%	28,632	53,679	78,726	103,773	128,821
North Salt Lake City	23%	90,553	169,767	248,982	328,196	407,410
West Bountiful City	8%	32,829	61,548	90,266	118,984	147,703
Woods Cross City	10%	41,532	77,865	114,197	150,529	186,861
		402,119	753,888	1,105,657	1,457,426	1,809,195

Centerville City Council Work Session

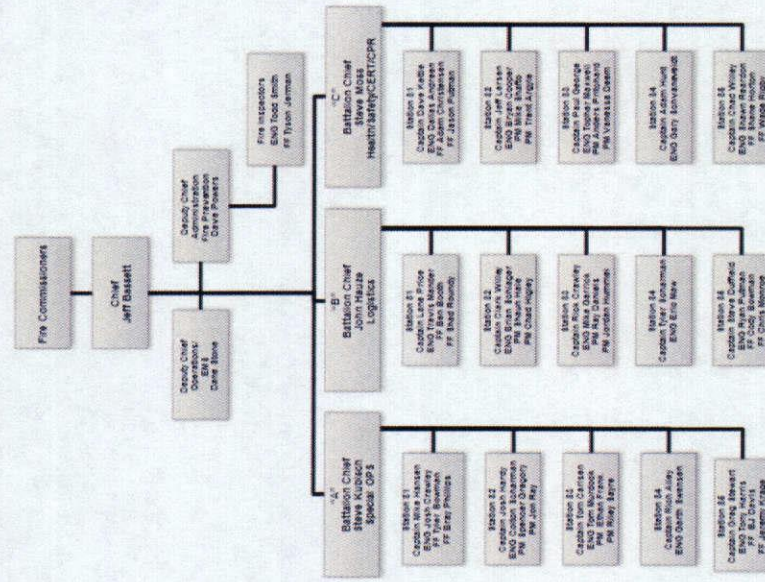
9-16-14



Introductions



South Davis Metro Fire



Fire Department

- Of all city departments the fire department is the most regulated.
- State Rules for EMS and Fire
- Davis County Protocol
- Medical liability
- DEA requirements
- NFPA requirements
- NIOSH requirements
- FDA requirements
- OSHA requirements

History

- On January 1, 2005 the South Davis Metro Fire Agency was created which included Bountiful, NSL, Centerville, WB, WX & Unincorporated County.
- Funding is through an Inter Local Agreement, based on Property Assessment. Initial time frame was 5 yrs. (District)
- Placement of stations.
- No overlap or redundant services
- Increased level of service.

Interlocal

- It is the desire of the Participants to terminate their present arrangements for such services and to create a new, legal entity having taxing authority to provide the same to the Participants in the future.
- To that end, the Participants are entering into this Interlocal Agreement in order to make interim preparations to create the legal entity and to take steps to create a consolidated fire department and emergency medical services.

Budget

- Assessed Property evaluation
- Paramedic funding
- EMS Revenue
- Community Impact Board (CIB)
 - 4 million bond against EMS revenue
 - Bond payments from impact fee's
 - Unable to refinance because we are not a district
 - Unable to obtain bonds because we are not a district

2014 Budget

– Davis County PM Funding	\$681,796
– Bountiful City	\$1,886,937
– North Salt Lake City	\$1,176,245
– Centerville City	\$822,341
– Woods Cross City	\$539,492
– West Bountiful City	\$426,437
– Davis County	\$371,921
– TOTAL	\$5,223,373
– PM FUNDING	\$681,796
– AMB REV	\$1,700,000

City	# of Stations	# of FF on Duty	Budget in Millions
SSL	3	15	4.6
Murray	3	15	7
West Jordan	4	18	9.5
West Valley	5	30	9.3
Provo	5	30	8.9
Sandy	5	30	8.4
Layton	3	16	7
Metro	5	18	5.2 Cities 7.6

Budget Needs

- Increase the number of on duty firefighters.
- Remodel or rebuild of 2 fire stations
- Improvements to current buildings
- Fund the capital plan
- Fund the vehicle replacement plan
 - 200,000 funded the avg is 433,000
 - Behind replacement of 3 fire engines

Budget

- Increasing cost to city budget.
- Depending on the city our budget is behind or ahead of the local city budget.
- Work with board of directors and city managers.
- When there is a financial needs not in the budget cities will have to pay the difference.

Special Service Area

- Allows for the interlocal to stay in tact.
- Allows cities the option to join a service area (taxing authority).
- Cities no longer have fire as a budget line item.
- Ability to bond for capital projects.
- Ability to refinance current bond at lower interest rate.
- Requires resolution by cities to join the service area.

Special Service Area

- Cities that no not want to join remain in the interlocal and pay the yearly budget costs
- First year must be neutral to tax payer.

Response

- We serve a population of 95, 000. This is a 13.31% increase in population since 2005.
- Estimated 45 square miles.
- We have 5 fire stations
- We have 18 FF on duty each day, 1 BC
- In 2013 we responded to 5,897 calls for service. 2.83% increase from 2012

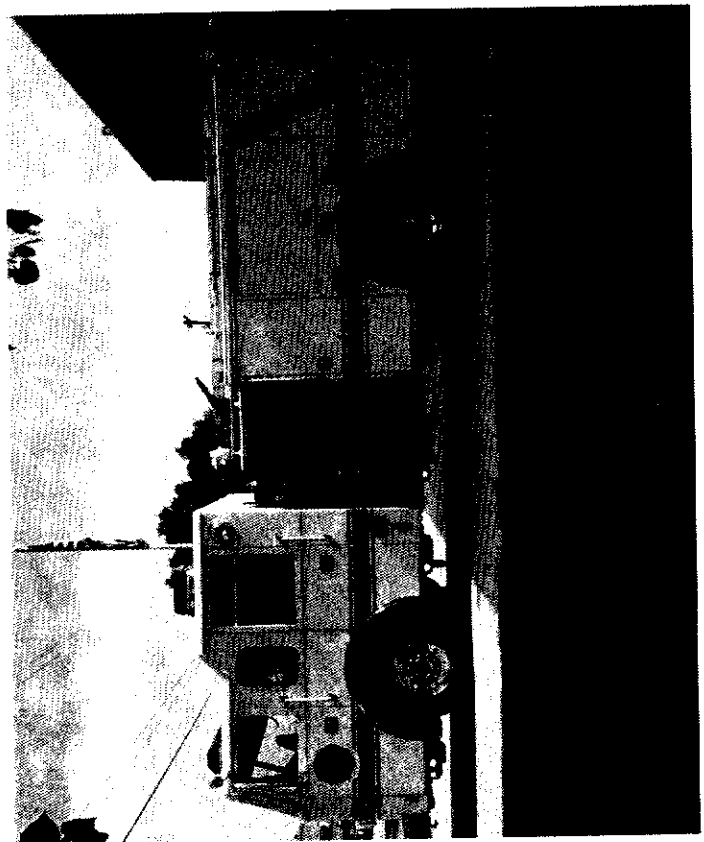
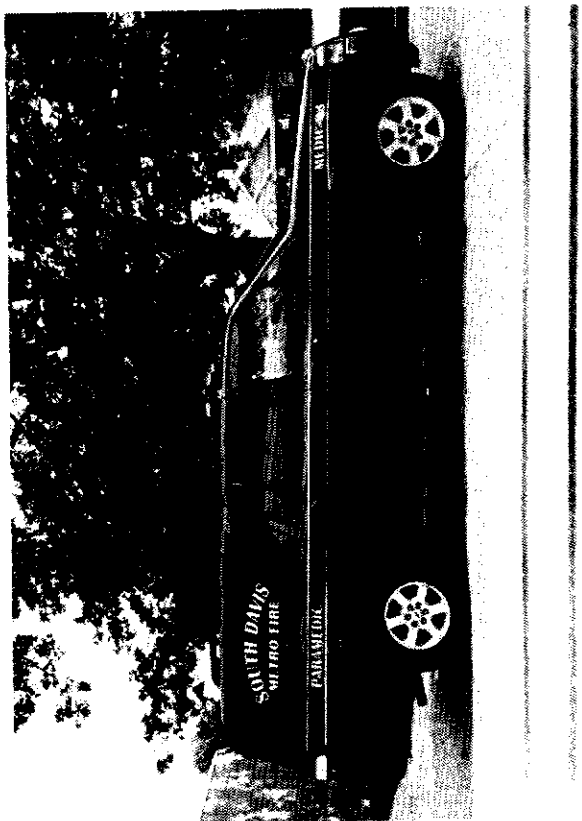
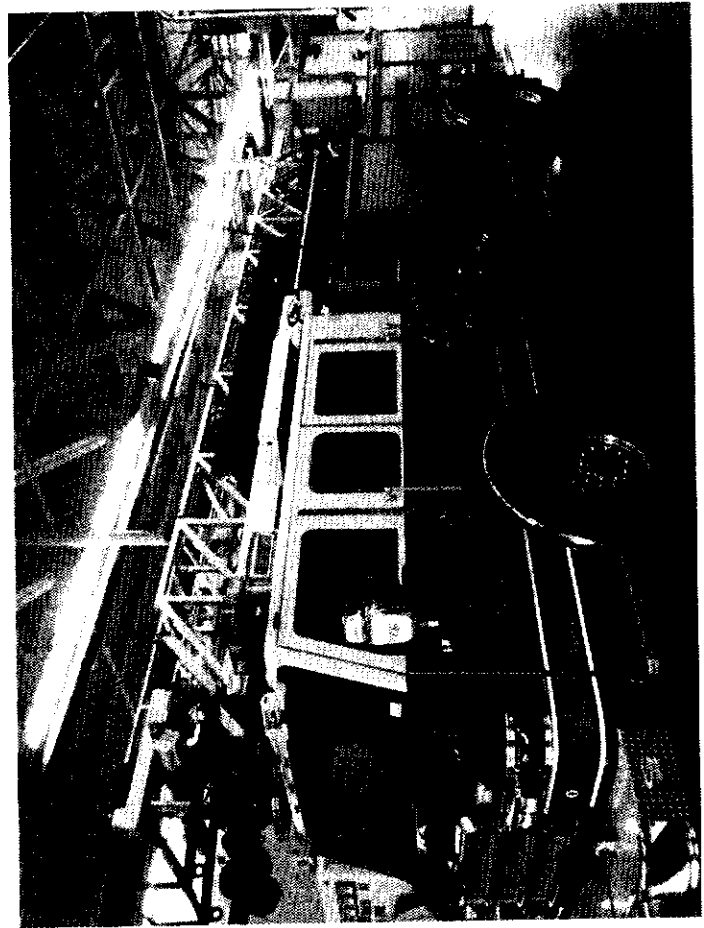
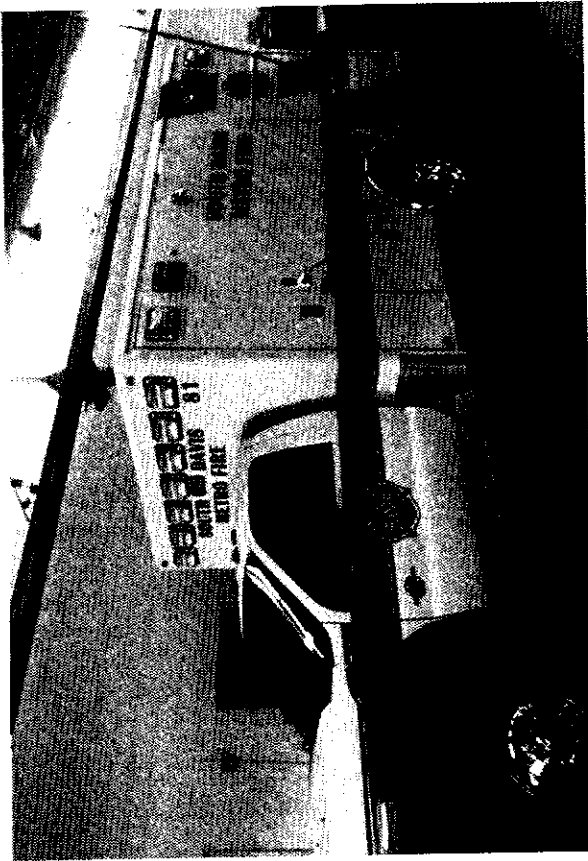
Emergency Response

- Full Service Fire Department
- Fire Response
- Medical, BLS and ALS, ambulance transport
- Technical rescue
- Hazardous Materials
- Anything we are called for.

Services

Non-Emergency

- Cert /First Aid/ CPR
- Fire Safety
- Fire Extinguisher Training
- Business Inspections
- Plan Reviews
- Community Events
- Tours
- Pre-Plans

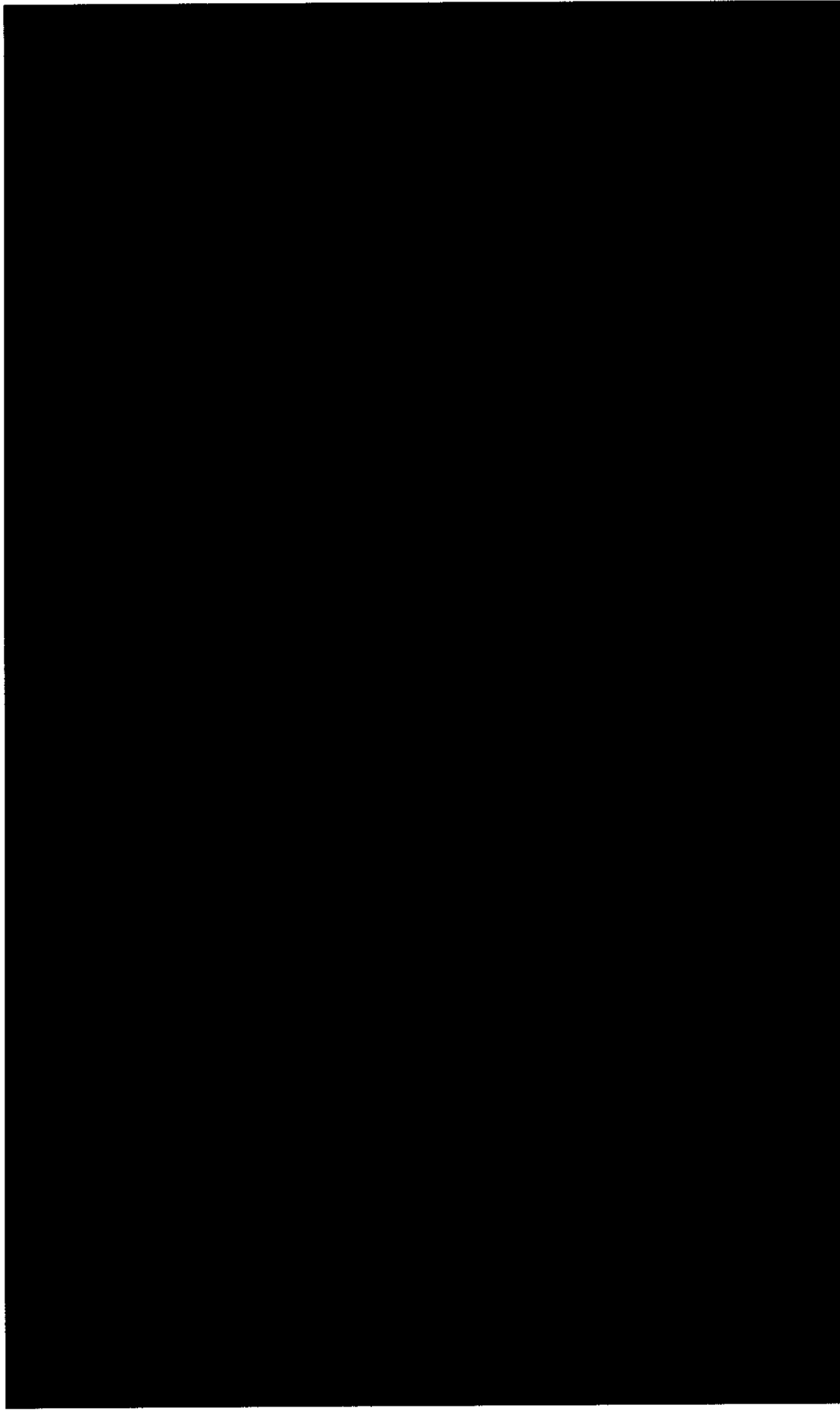




Definitions

- EMT- Emergency Medical Technician
- PM - Paramedic
- EMS – Emergency Medical Service
- BLS- Basic Life Support
- ALS – Advance Life Support
- BC- Battalion Chief oversees the entire platoon
- Jump Staff – When 2 people have to staff multiple vehicles. When jump staffing occurs other units are not staffed and are out of service. Example Station 83 gets a medical and the engine is no longer staffed.

Fire Based EMS



How do you measure staffing

Utah EMS Rule R426-15-200

National Fire Protection Agency (NFPA) 1710, 1582, 1500
Occupational Safety and Health Administration.

NFPA 1500

CFR 1910.120

International City/County Management Association
National Institute for Occupational Safety and Health
International Association of Fire Chiefs
Federal Emergency Management Agency
Insurance Service Offices

National Institute of Training Services Fire and EMS reports
International Association of Fire Chiefs
Industry Standards/Best Practices

Compare to local fire dept

Needs of our department

4 per engine/truck, 2 per ambulance.

Emergency Medical Service (EMS)

State of Utah Staffing

- State of Utah R426-15-200
 - Ambulances shall have a minimum of 2 required attendants @ level of service. Our level is EMTA
 - Paramedic staffing at the scene of an accident or medical emergency shall be no less than two persons, each of whom is a Paramedic;
 - If on-line medical control determines the condition of the patient to be "critical," the ambulance driver and two paramedics shall accompany the patient on board the ambulance to the hospital, if paramedics are on scene.

Emergency Medical Service (EMS)

State of Utah Staffing

- If a paramedic ground ambulance or paramedic ground ambulance inter-facility transfer service has been requested by a transferring physician for inter-facility movement of a patient, the staffing shall be as follows:
- If the physician describes the condition of the patient as "serious or potentially critical," minimum staffing shall be two paramedics;
- If the physician describes the condition of the patient as "critical," minimum staffing shall be the ambulance driver and two paramedics.

National Fire Protection Agency (NFPA)

- 5.3.3.3.4
 - Personnel deployed to ALS emergency responses shall include a minimum of two members trained at EMT-P level and 2 members trained at the EMTB level.

National Institute of Training Services (NIST)

- Creating time efficiency is important for patient outcomes, including an ALS trained provider on an engine and using engine crew in sizes of 4 Firefighters
- Responder safety for access and removal.
- Reduce risk of lifting injuries and fatigue injuries

National Institute for Occupational Safety and Health (NIOSH) EMS

- Crews responding to a cardiac with 4 completed all tasks 2:40 faster than a 2 person crew.
- During an arrest 4 person crew completed all tasks 1:25 faster than a 2 person crew
- Patient access and removal with a crew of 4 reduces the risk of lifting injuries that result from fatigue due to 2 person crews.

Fire Staffing

National Fire Protection Agency (NFPA)

- NFPA 1710 5.2.3.1.1 Fire Engine companies shall be staffed with a minimum of four on duty personnel
- NFPA 1710 5.2.3.2.1 Truck companies shall be staffed with a minimum of four on duty personnel

Target Hazards defined by NFPA

- Refineries we have 4
- Refining storage and loading we have 4
- Hospital
- Care Facilities 15
- Numerous Church's / Bountiful Temple
- Numerous Schools public, charter, College outreach
- Frontrunner
- Rail line
- Freeways
- Treatment Plants we have 3
- Private Airport
- Mountain areas and Trails
- Wildland Interface 14.3 miles not including canyons around residential areas

NFPA Staffing Apparatus Standards

- Our department responds to High Hazards, Target Hazards and Tactical Hazards.
- According to NFPA 1710, 5.2.3.1.1 Engine companies shall be staffed with 5 or six.
- According to NFPA 1710, 5.2.3.2.2 Truck or Ladder companies shall be staffed with 5 or 6.
- BLS shall respond with 2 EMT's
- ALS Shall respond with 2 Paramedic's
- Minimum FF on a fire is 15-17, with 3-4 Chiefs

OSHA 29 CFR 1910.134

- 2 in 2 out Rule. (OSHA) While 2 FF are fighting a fire, 2 FF must be outside (Standby Rescue). Need to have 4 FF on scene, average response time of the second engine is 12 minutes.
- Exception to the Rule: If initial attack personnel find a KNOWN life hazard situation where immediate action could prevent the loss of life, deviation from 2 in 2 out may be permitted.

National Institute of Training Services

(NIST)

- To Deliver Water at a fire:
 - 4 people are 15% faster than 2
 - 4 people are 6% faster than 3
- To conduct a search and rescue:
 - 4 people are 30% faster than 2
 - 4 people are 5% faster than 3
- In a low hazard fire Standard room and content fire
 - 4 people are 30% faster than 2.
 - 4 people are 25% faster than 3

For every 1 minute a fire burns it doubles in size.

NIST

- 4 person crew on a low hazard fire completed all the tasks for a fire scene 7 minutes or 30% faster than 2 person crews.
 - Average heart rates were higher for members of small crews particularly 2 person crews
 - Danger is increased for small crews due to the stress of firefighting keeps the heart rate elevated beyond the maximum heart rate for the duration of a fire response and maintained for sustained time intervals

International City/Cnty Management Association (ICMA)

- Fire Suppression has 3 basic functions
 - Rescue
 - Ladder, forcible entry, and ventilation
 - Application of water
- To raise ladder, ventilate, search and rescue simultaneously takes quick action by at least 4 and often 8 or more firefighters each under a supervision of a officer.

ICMA

- Firefighting tactics were conducted and judged for effectiveness
 - 3 person companies 38% effective
 - 4 person companies 65% effective
 - 5 person companies 100% effective

ICMA

Understaffed crews and insufficient resources place firefighters at severe risk because they must take unnecessary risks and work without back up teams in dangerous situations.

ICMA defers to NFPA 1710 for staffing models.

Insurance Services Office (ISO)

- Rates fire departments 1-10. 1 is the best, 10 worst.
- Help determine insurance rates for residents and businesses based on the rating of the local fire department.
- Currently we are a 4, in the personnel section we lose points due to engine companies not being staffed.

John Hopkins Study on FF injury

4 FF vs 3 FF

- Any city that operates with less than 4 personnel per apparatus has a 36% higher injury rate.
- It also showed that per 100 fire calls (any type) there is a 38% greater injury rate with staffing less than 4 per apparatus.

Industry Standards

If we look at how other fire departments staff, majority follow this type of staffing

Engines staffed with 4

Trucks staffed with 4

BLS ambulance staffed with 2

ALS units are staffed either 2 on an ALS ambulance or 4 on a fire engine.

Minimum of 16 FF on the scene of a fire.

Why

- Research has shown it takes 5-6 FF on each apparatus to operate at 100% proficiency. This includes the successful execution of tasks to be completed with minimal exhaustion levels.
- Maintaining low exhaustion levels are critical so that the crew may recover quicker and be ready for the next task.
- As the number of crew members are reduced the efficiency and safety of the crew is reduced

International City Management Association (ICMA)

- At a minimum, if 16 FF are not operating at the scene of a working fire within the critical time period, dollar loss and injuries are significantly increased as is fire spread

House Fire 23 needed typically we have 12

• Life safety search and rescue	4
• Water supply	2
• Attack lines	2
• Back up hose lines	2
• Ventilate super heated gasses	4
• Rapid Intervention Team	4
• Incident command	1
• Support officer	1
• Medical	2
• Rehab	1

City	# of Stations	# of FF on Duty
SSL	3	15
Murray	3	15
West Jordan	4	18
West Valley	5	30
Provo	5	30
Sandy	5	30
Layton	3	16
Metro	5	18

How Do We Respond

We have 18 on duty each day

Typically 17 due to vacation, sick, training, or part time position is open.

We average 1 incident an hour. Typically requires 4 people

This drops our staffing to 13 for the next call. If the next call is a house fire, all stations have to respond to achieve the manpower needed. Thus all other stations are not staffed and we can not respond to the next incident.

How we respond

- Station 81 has 4 EMT / Firefighters, 2 dedicated to truck. 2 dedicated to an BLS ambulance.
- Station 82, has 2 firefighters / paramedics dedicated to a paramedic unit(ALS). 2 EMT / Firefighters jump staff engine, ambulance and brush unit.
- Station 83, has 2 firefighters / paramedics dedicated to a paramedic unit(ALS). 2 EMT / Firefighters jump staff engine, ambulance, Heavy Rescue and brush unit.
- Station 84 has 2 EMT /Firefighters jump staff, engine, ambulance, brush
- Station 85 has 2 EMT / Firefighters dedicated to engine. 2 dedicated to BLS ambulance. Jump staff Hazmat, and brush.
- EMS=4 personnel dedicated, Fire=4 personnel dedicated

84
2 FF
Eng, Amb, Brsh

83
2 PM
2 FF
Eng, Amb, Brsh
TRT

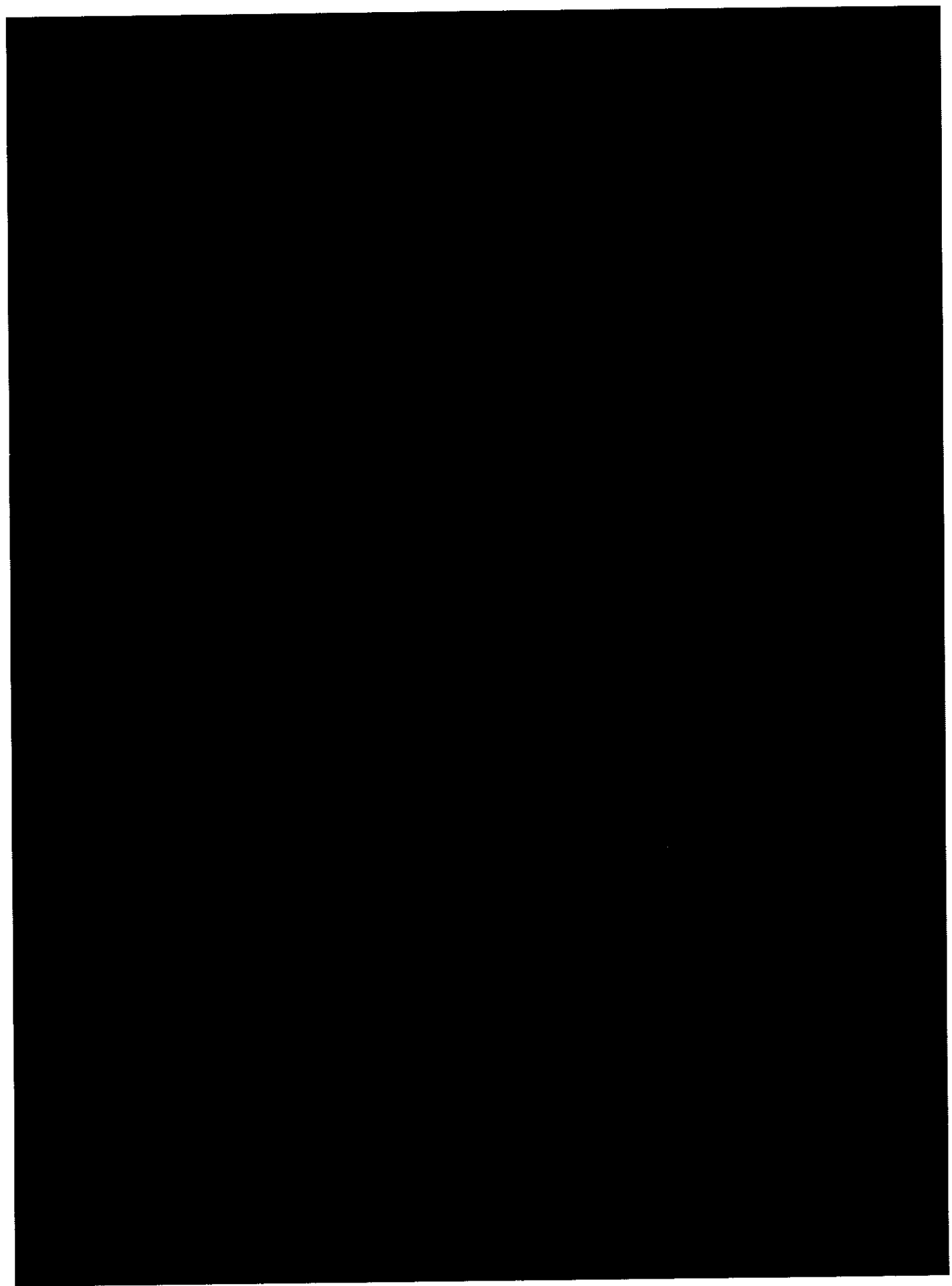
82
2 PM
2 FF
Eng, Amb, Brsh

81
2 FF/ TRK
2 FF /Amb
Brsh

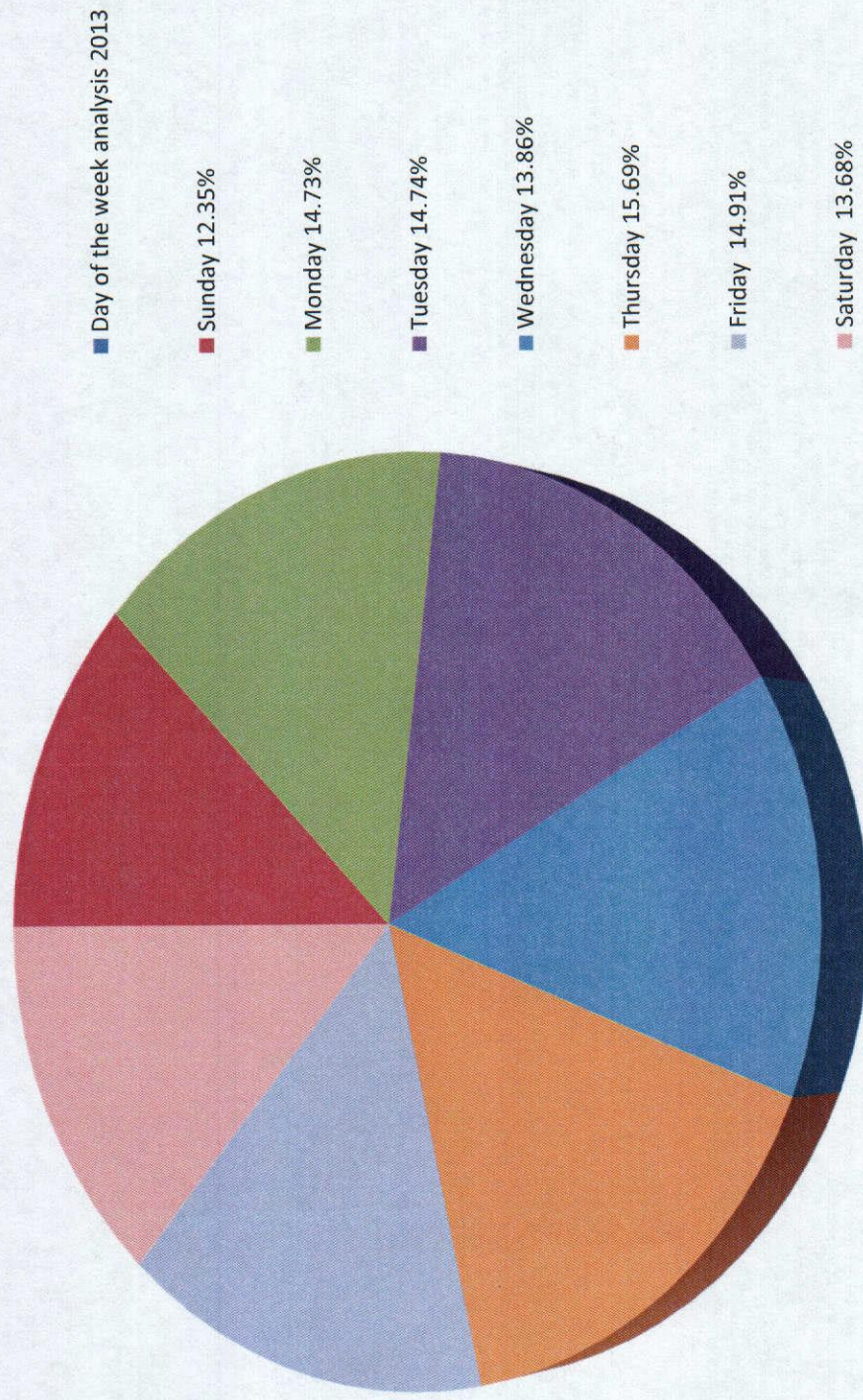
85
2 FF/ Eng
2 FF/ Amb
Hazmat, Brsh

How do we respond

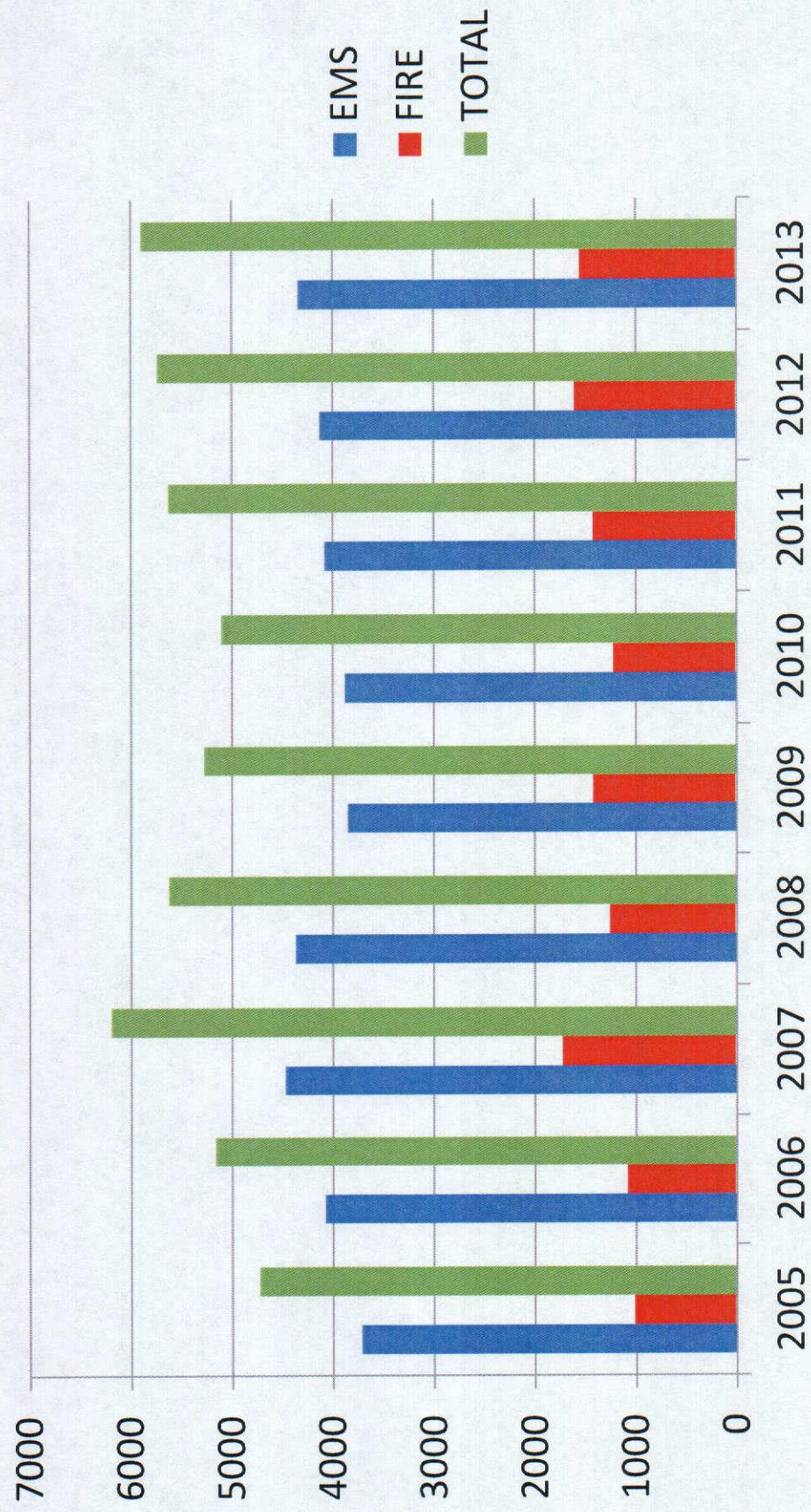
- Only Fire response guarantee is 4 FF on 2 apparatus.
- Only EMS response guarantee is 4 on 2 apparatus.
- Increased stress to employees
- Consistently scramble to respond
- Increased response time



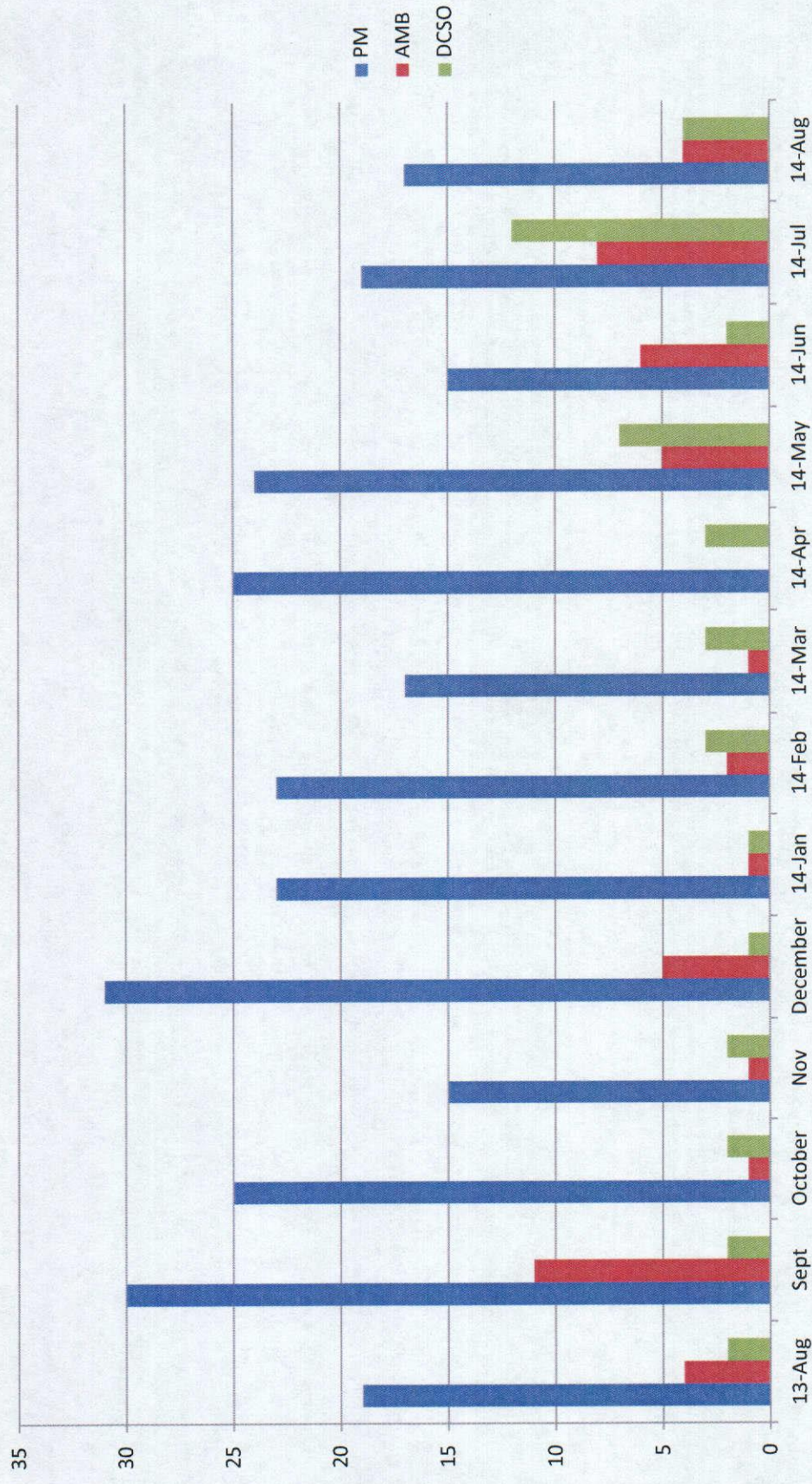
Incident day of the week



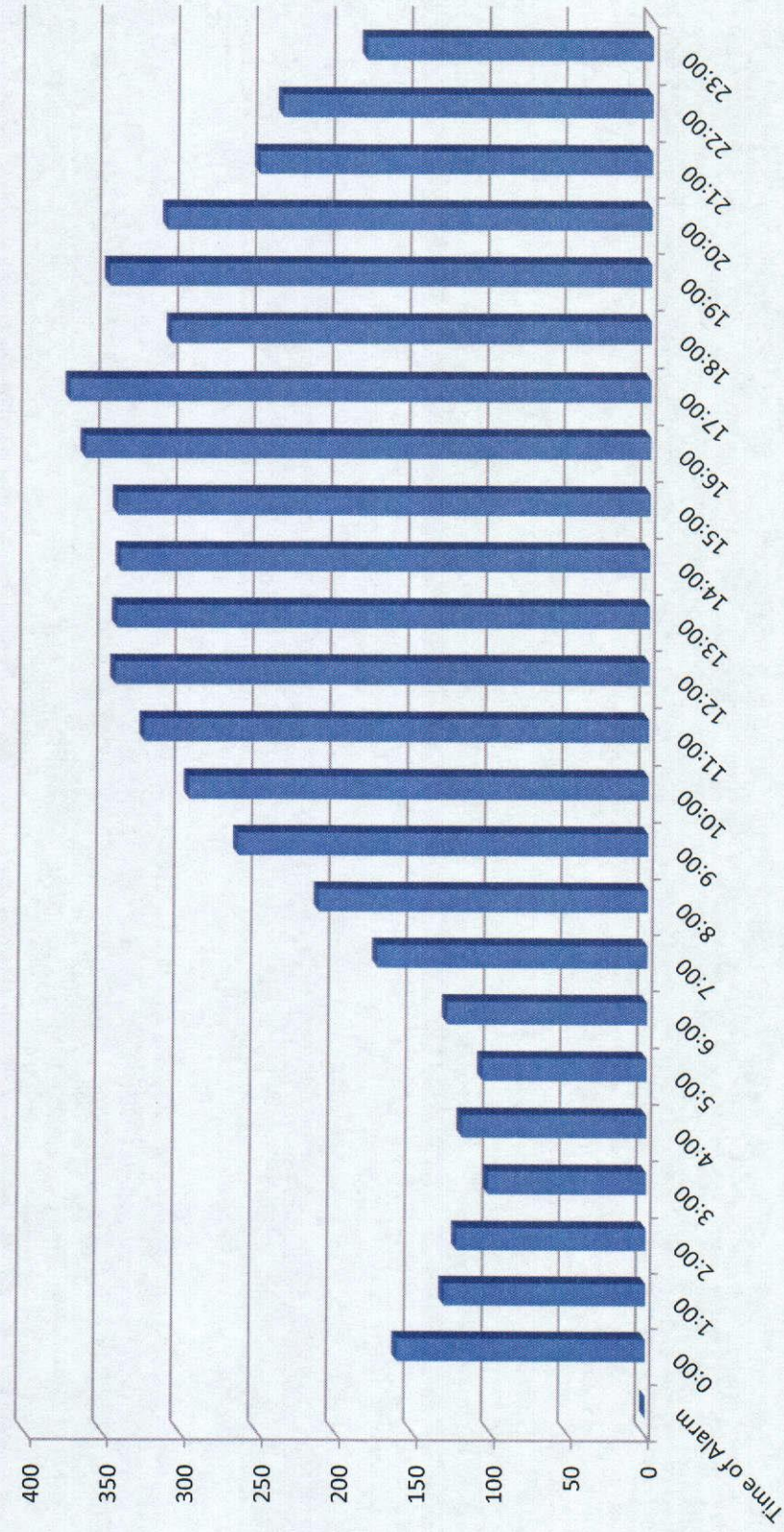
Calls for Service



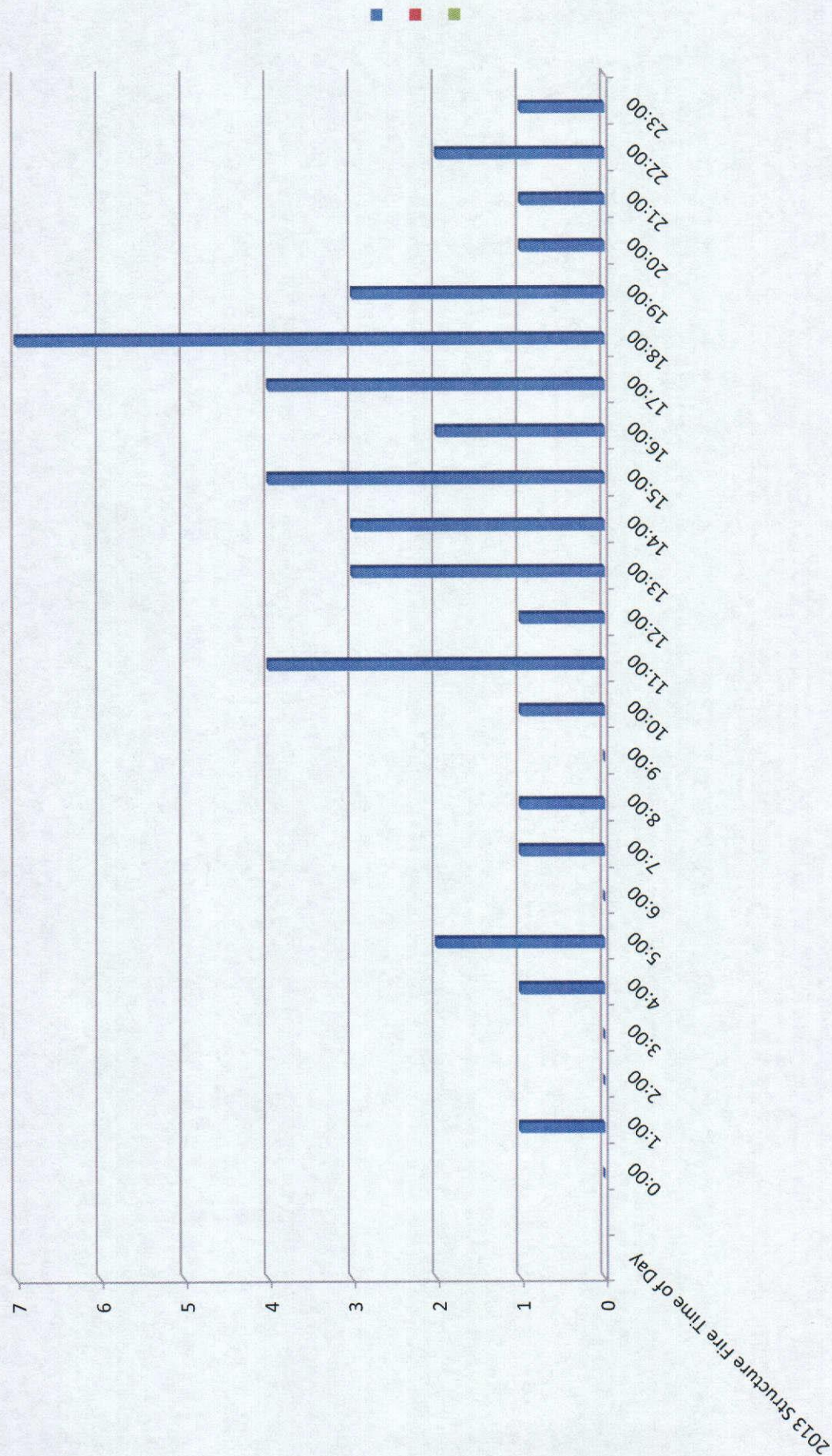
How many times in a month we are out of units



2013 Incident time



Structure fire time of day



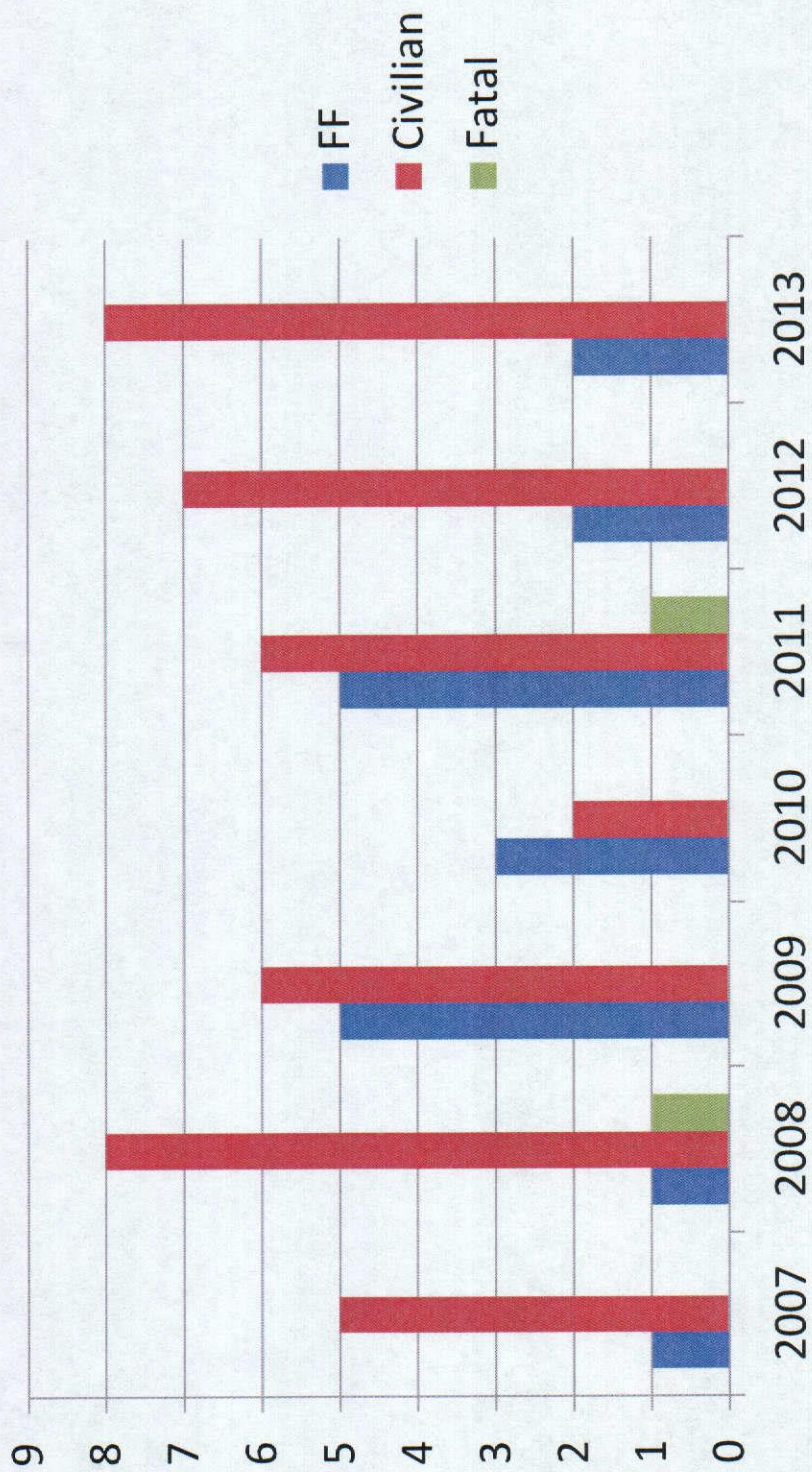
National Data

- Fatal fires were highest between 1-2 am and 4-5 am.
- Fatal fires most prevalent when fire incidents are at their lowest, making nighttime fires the most deadly.
- Factors contributing to fatal fires
 - Fire growth
 - Egress / Escape

National Data

- Fatal fires occurred when the victim was attempting to escape the fire or was sleeping
- Proven that people do not wake up from the smell of smoke of a fire while sleeping
- Fatal fire injuries 92%
 - Thermal burns contact with flames, high heat
 - Smoke inhalation

Injuries at Fires



Calls for service

- As of Sept 2, 2014, 2.9% ahead in call volume compared to this time 2013.
- 2013 we received mutual aid 18 times. As of Sept 2, 2014, we are at 36.
- Increase in response time
- Consistently out of paramedics, ambulances and fire apparatus.
- Risk to Citizens and Firefighters

Since 2005

- Population has increased 13.31 %
- Call Volume has increased
 - Fire 54%
 - EMS 17%
- Consistently out of Paramedics, Ambulances, Fire Apparatus
- No increase in staffing since 2000 (18 on duty)

Response Time

- NFPA 1710, 3.3.42.4 First engine company shall arrive in 4:00 minutes or less 90% of the time. We never meet this standard
- Full Alarm assignment shall arrive in 8:00 or less 90% of the time. We never meet this standard
- NFPA 5.3.3.3.2, First arriving EMS unit with an AED shall arrive in 4 minutes or less 90% of the time. We achieve this 74% of the time.

EMS Response time

- 4-6 minutes with no breathing function will cause brain damage and or death
- The American Heart Association found that to limit long term damage, basic care must be on scene within four minutes or less and advanced care provided by paramedics must be on scene within six to eight minutes or less.

Fire Response

- It only takes 6-8 minutes after an object in a room is ignited for the entire room and contents to erupt into flashover.
- Life inside the room is highly endangered because further fire spread is inevitable.

ICMA response time

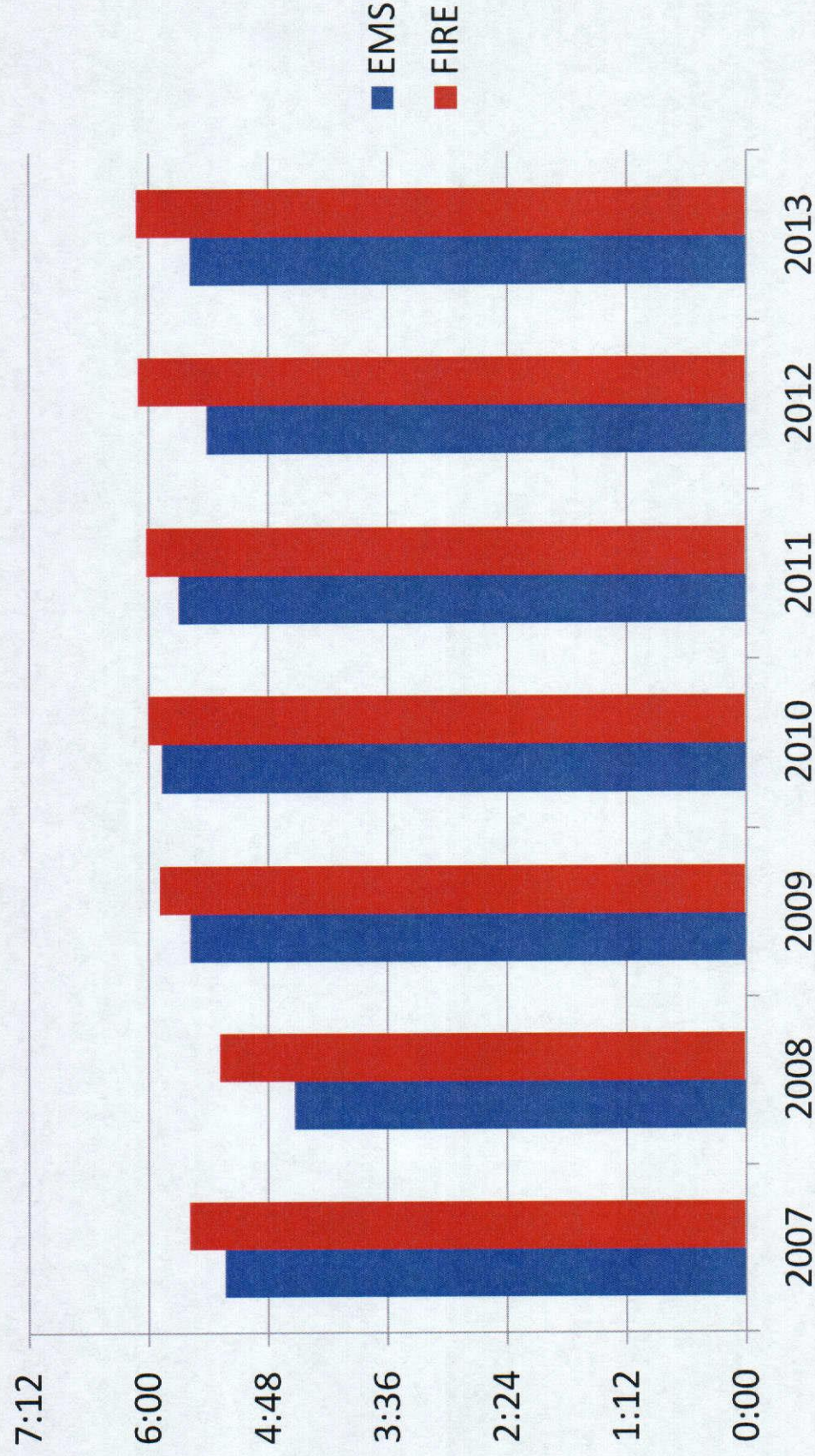
- Single engine company staffed with 4 needs to arrive within 6 minutes.
- Within 10 minutes at least 3 engines, 1 ladder, 1 battalion chief with aide

ISO Response Time

- Expected response time of 3.2 minutes for an engine company and 4.9 minutes for a ladder-service company, based on a formula developed by the RAND Corporation.

2013 Response times average

Fire 6:07 EMS 5:35

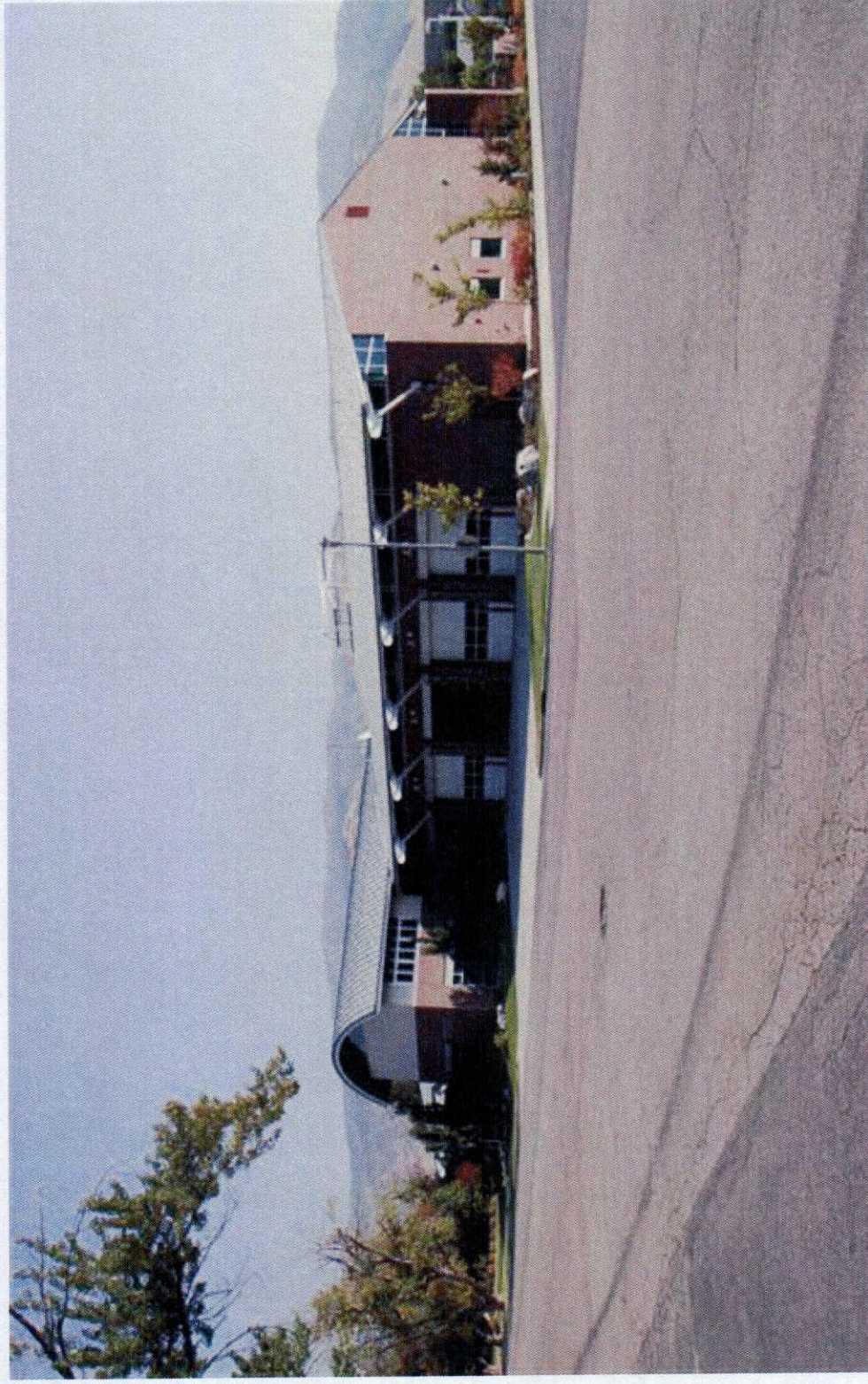


Capital Projects

Station 81

255 south 100 west, Bountiful

2004



Station 82

701 East Eaglewood Dr, NSL

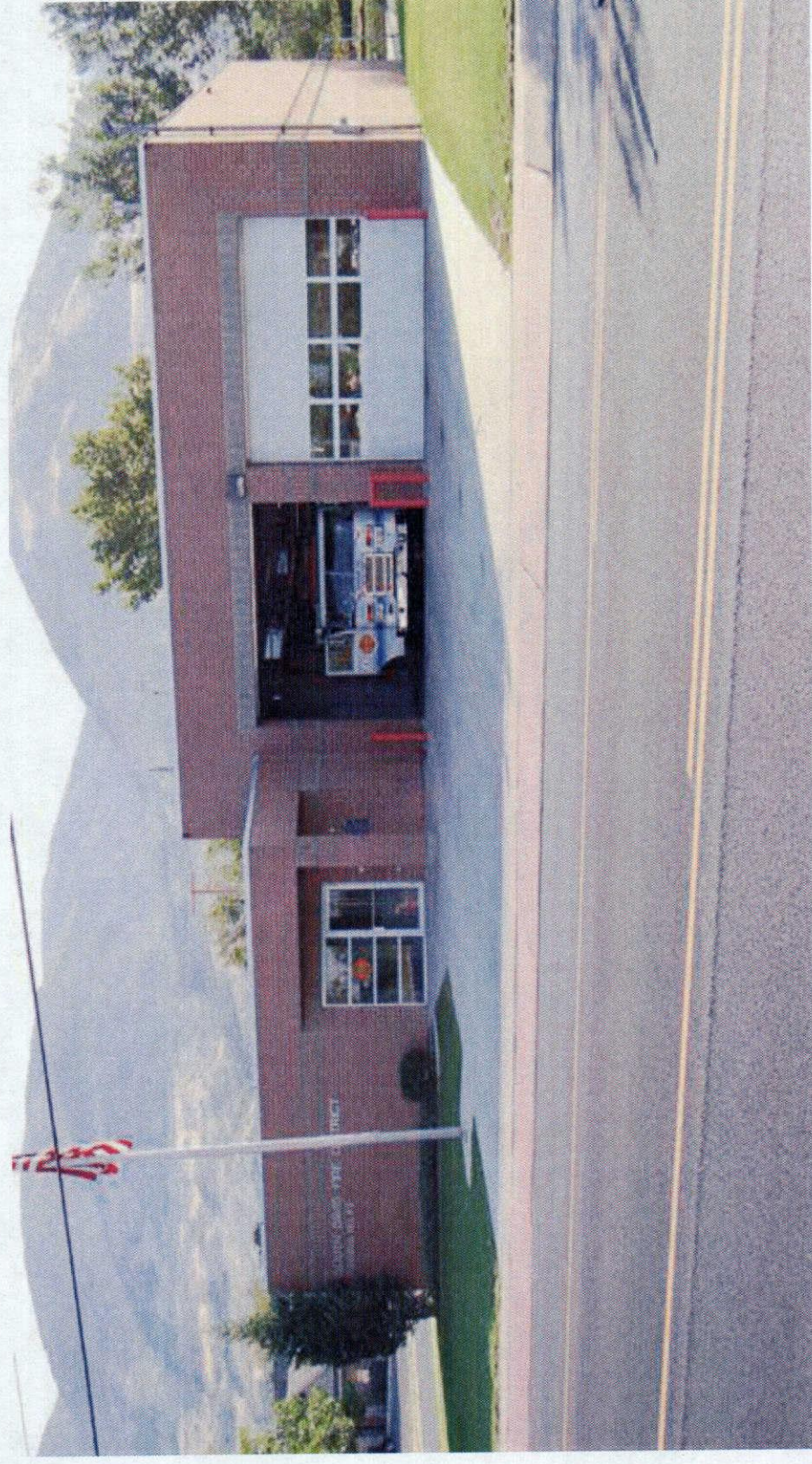
2009



Station 83

125 South Main St. Centerville

1988

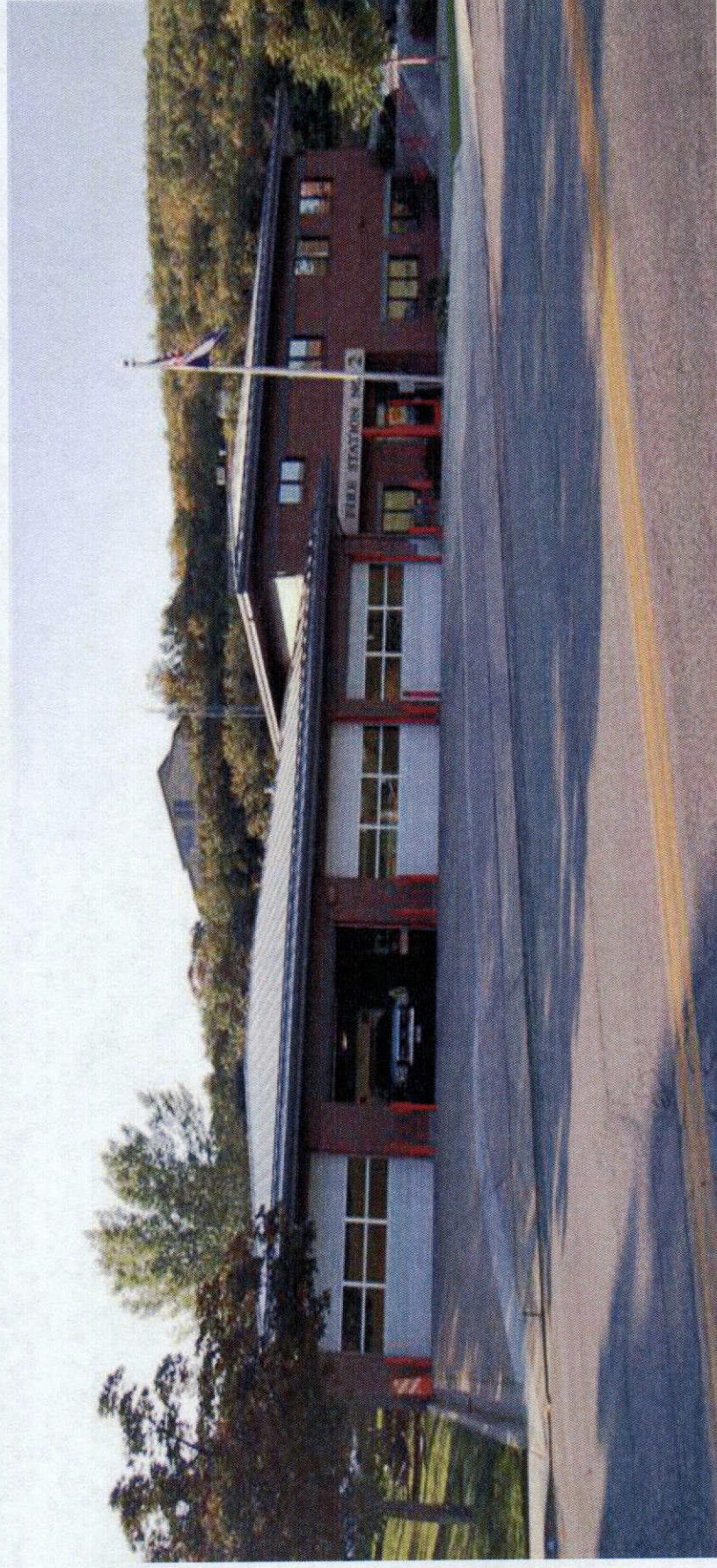


Station 84

1980 South Bountiful Blvd.

Bountiful

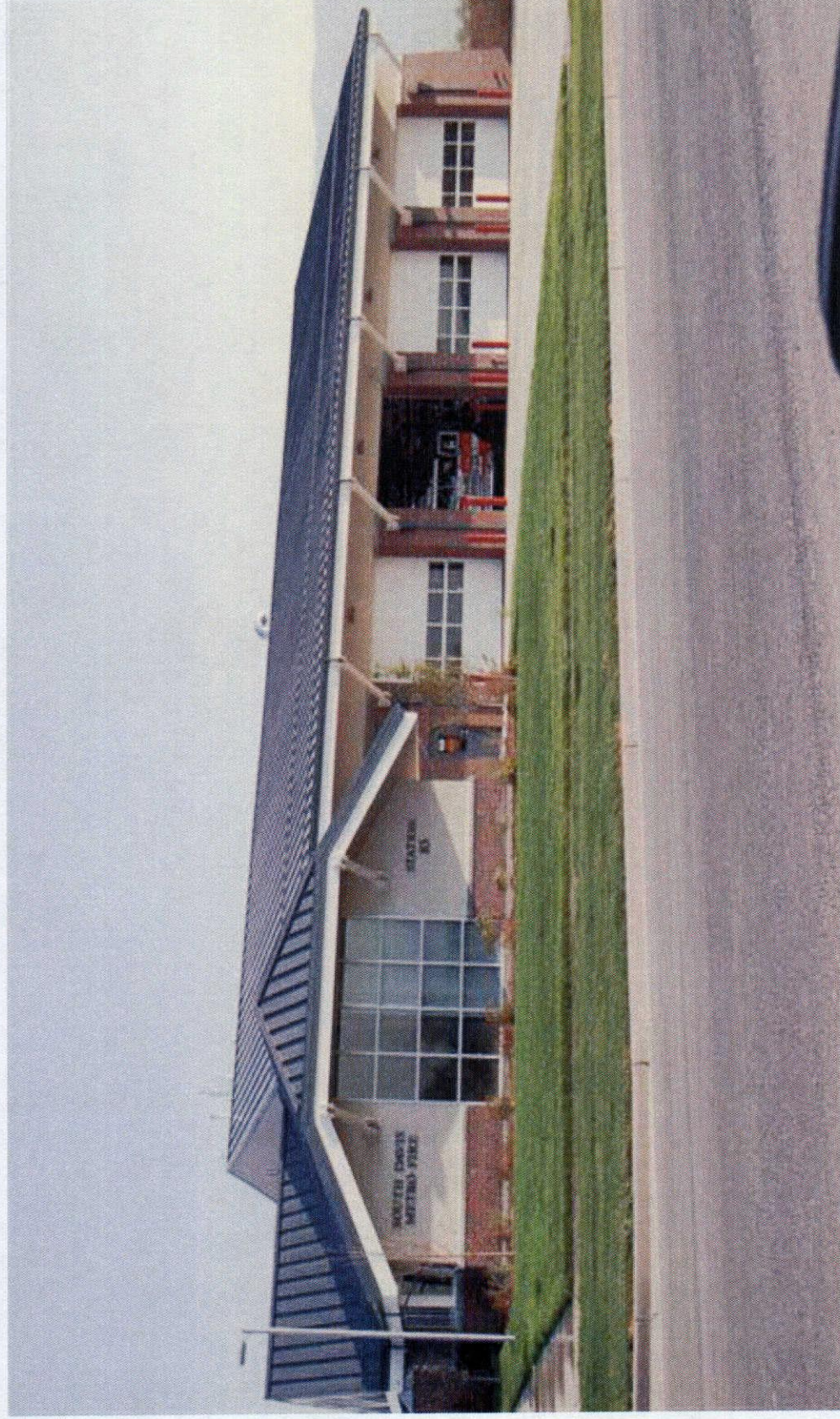
1978 / 2002



Station 85

834 West 1100 North, NSL

2007



Stations

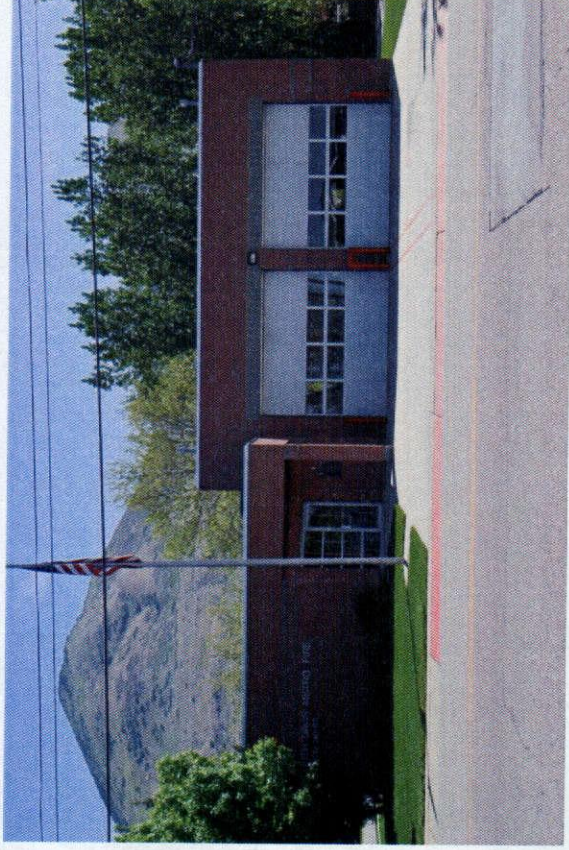
- 81,82,85 Cement repair work
- 83 replaced or remodeled
- 84 replaced or remodeled
- 85 finish the back parking lot

STATION 81



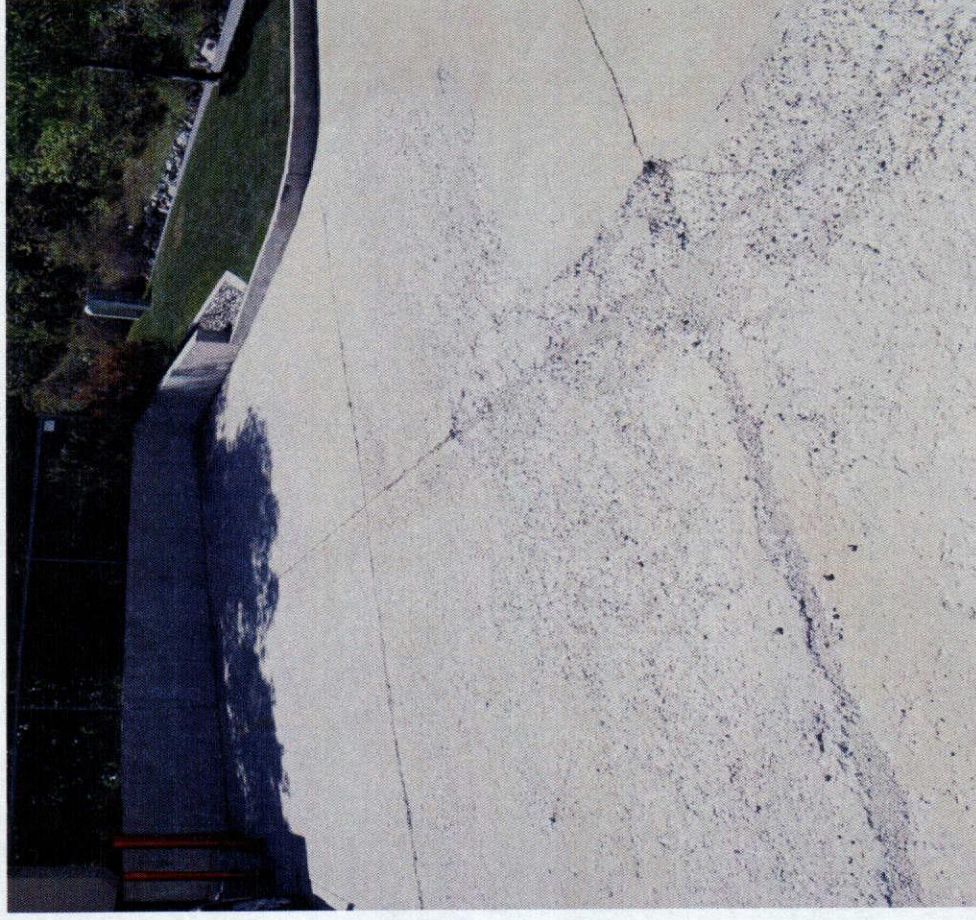
STATION 83

needs to be replaced or remodel



- Built in 1988
- No seismic support
- Flat roof
- Built for 2 FF. There is 4, need 6.
- No training room
- No public restrooms
- Only 1 male, 1 female RR
- Access

STATION 84 UPPER PARKING LOT



STATION 84 STAIRS

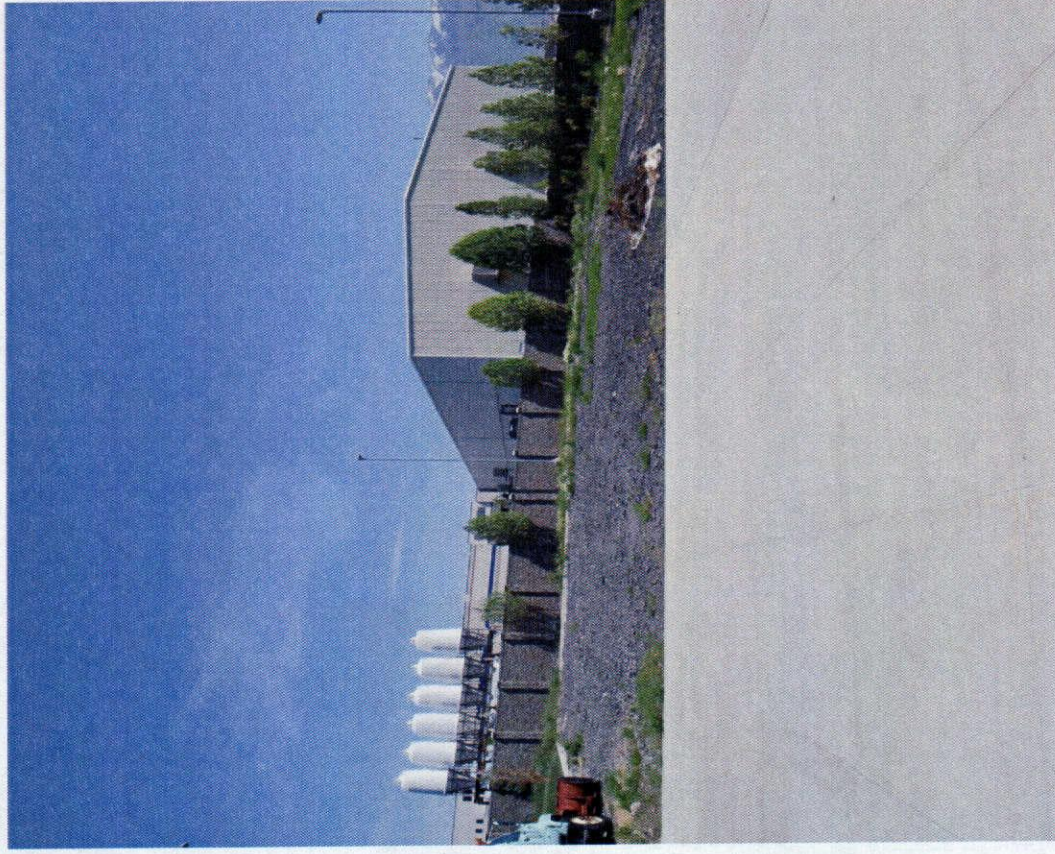


Station 84

- Parking lot is coming apart
- Exterior stairway is coming apart
- Water comes through electrical conduit
- Water comes into bldg through the floor on main floor
- No seismic bracing
- Damage to bountiful blvd

STATION 85 REAR PARKING LOT

119 X 148



Conclusion

Funding Issues

- Increase Full Time Staffing
- Bond Payments- Impact Fee's
- Creation of Capital Plan (in progress)
- St 83 and 84 replacement or remodel
- Vehicle Replacement plan \$433,000 only \$200,000 funded. 3 engines behind
- Complete Station 85 Storage Bldg-Cement
- Fire station capital
 - Station 81- roof issues and cement work
 - Station 84 Water issues, Parking lot, seismic
 - Station 85 – Cement, lighting, Air exhaust

ICMA

- The need for properly trained firefighters, dependable tools, equipment, and apparatus; and adequate stations and communication abilities will always place a economic demand on a community
- A deficiency in any of these of these critical elements will put human life and valuable property at a greater risk in case of fire, accident, illness, or other emergency.

Since 2005

- Population has increased 13.31 %
- Our average fire response time is 6:07 minutes, the standard response time is 4:00 minutes
- Our average EMS response time is 5:35 , standard is 4:00 minutes
- Call Volume has increased
- Fire 54%
- EMS 17%
- No increase in staffing since 2000

- We need to be proactive
 - Staffing
 - Health and wellness of our firefighters
 - Responsibility to those we serve
 - Vehicle replacement
 - Capitol projects

Thank You

- Jeff Bassett
- jbassett@sdmetrofire.org
- Office 801-677-2400
- Cell 801-870-8544

CENTERVILLE CITY COUNCIL

**Staff Backup Report
9/16/2014**

Item No.

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

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- City Manager's Summary of September 16, 2014 Council meeting

CENTERVILLE CITY COUNCIL

**Staff Backup Report
9/16/2014**

Item No.

Short Title: Blaine Lutz

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

CENTERVILLE CITY COUNCIL

Staff Backup Report 9/16/2014

Item No. 1.

Short Title: Sewer District Report from Dee Hansen, City's Board Representative

Initiated By: Dee Hansen

Scheduled Time: 7:10

SUBJECT

RECOMMENDATION

Allow Dee Hansen, the City's representative on the South Davis Sewer District Board of Directors, to provide his annual update to the Council and answer questions.

BACKGROUND

The South Davis Sewer District provides sanitary sewer collection and treatment services for all of south Davis County--including the five cities of Centerville, Bountiful, West Bountiful, Woods Cross and North Salt Lake. These services are funded by a combination of monthly user fees and a property tax levied by the District. Mr. Hansen recently contacted the City Manager and requested some time on the City Council's agenda to make this report.



SOUTH DAVIS SEWER DISTRICT
COLLECTION SYSTEM OPERATION CENTER
OCTOBER 2013

BOARD OF TRUSTEES

ARNELL E. HEAPS, CHAIRMAN

CHARLES L. PAYNE, CHAIRMAN 1996-2012

HOWARD G. BURNINGHAM	ROY O. JOHNSON
JAMES W. DIXON	DEAN B. MORTENSEN
DEE C. HANSEN	KENT M. PARRY
ARNELL E. HEAPS	MARK W. PREECE

SOUTH DAVIS SEWER DISTRICT
COLLECTION SYSTEM OPERATION CENTER
OCTOBER 2013

DAL D. WAYMENT P.E., GENERAL MANAGER
MARTY G. MARSING, SUPERINTENDENT
MATTHEW J. MYERS P.E., DISTRICT ENGINEER

COLLECTIONS CREW

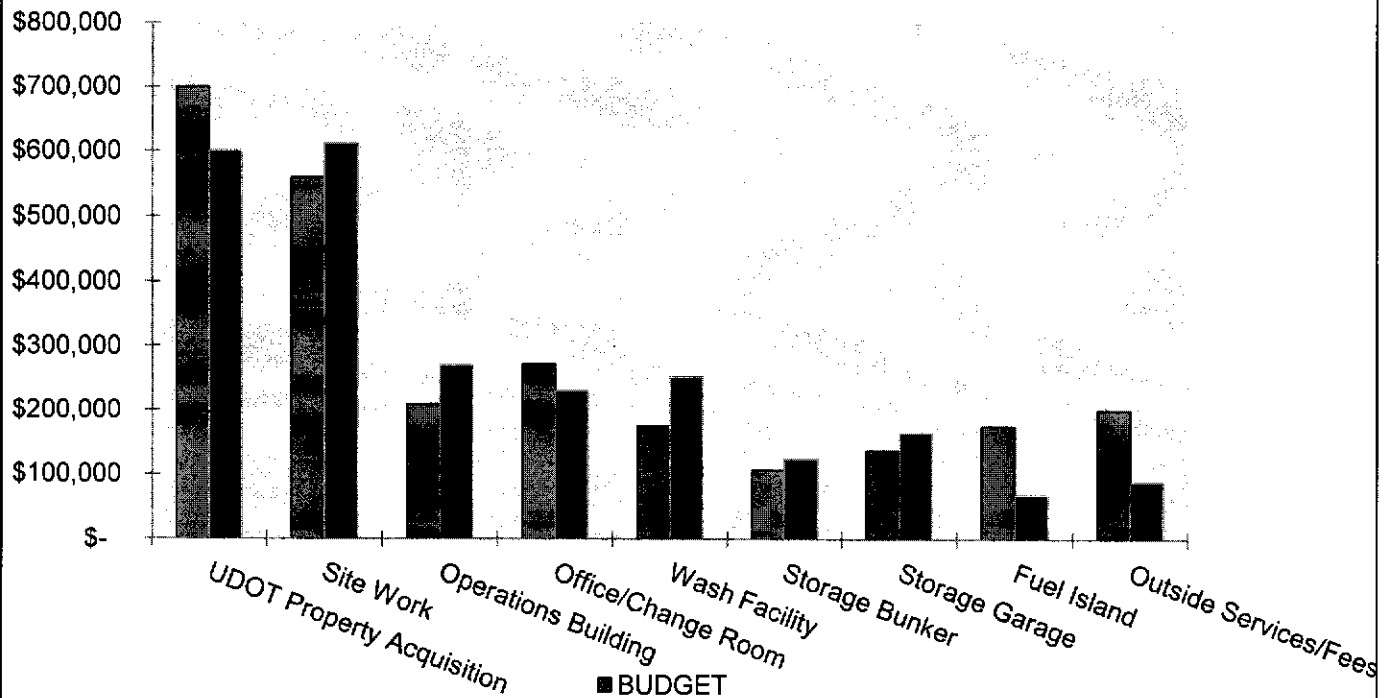
BRANDON RICE	CARL TRIMMING
SHANE FLEMING	CURTIS BOHMAN
JAYSON DLUGAS	JACOB SCOTT
TYLER NEMCEK	
JAMES GLASCOCK - ARCHITECT	SEAN LARSEN CONCRETE
EAST CONSTRUCTION	ROUGH MASONRY
COOK BUILDERS	PAGE ELECTRIC

SOUTH DAVIS SEWER DISTRICT

Collection System Facility Construction Budget Report 2011 - 2014

	ACTUAL	BUDGET	VARIANCE OVER(UNDER)	% OF BUDGET USED*
UDOT Property Acquisition	\$ 600,125	\$ 700,000	(99,875)	86
Site Work	611,485	559,000	52,485	109
Operations Building	270,120	209,000	61,120	129
Office/Change Room	230,267	272,000	(41,733)	85
Wash Facility	252,408	175,000	77,408	144
Storage Bunker	124,121	107,000	17,121	116
Storage Garage	164,059	137,000	27,059	120
Fuel Island	68,449	175,000	(106,551)	39
Outside Services/Fees	89,182	200,000	(110,818)	45
TOTAL EXPENSE	\$ 2,410,216	\$ 2,534,000	(123,784)	95

SOUTH DAVIS SEWER DISTRICT Collection System Facility Construction Budget Report



SOUTH DAVIS SEWER DISTRICT
Historical Rates

DATE	RESIDENTIAL USER FEE	CONNECTION/ IMPACT FEE	INSPECTION FEE	SOURCE
Apr/1961	\$3/Mo - \$36/Yr	\$150/\$300 (1)	\$5	Res. #30
Jul/1965	\$3/Mo (2)	*		Res. #55
Jul/1978	\$3/Mo (3)	*		Res. #97
May/1979	\$3/Mo (4)	*		Res. #101
Feb/1980	\$2.25/Mo - \$27/Yr (5)	\$50	\$5	Res. #110
Jan/1983	\$2/Mo - \$24/Yr	\$350		Res. #110-2
Jul/1988	\$5/Mo - \$60/Yr	\$600		Res. #110-3
Jan/1994			\$30	Res. #110-4
Jun/1997		\$1,456		Res. #136 & #110-5

(1) Schedule A - \$150 if payment made in full prior to construction reaching property served

(1) Schedule B - \$300 if payment made subsequent to construction reaching property served

(2) 10% discount if paid in full within 60 days of billing

(3) 15% discount if paid in full within 60 days of billing

(4) 20% discount if paid in full within 60 days of billing

(5) Discount eliminated, rates reduced

NOTE: Late-1964 through mid-1980, connection fees were waived in new subdivisions and developments.

* Connection fees waived on new subdivisions during this approximate time frame.

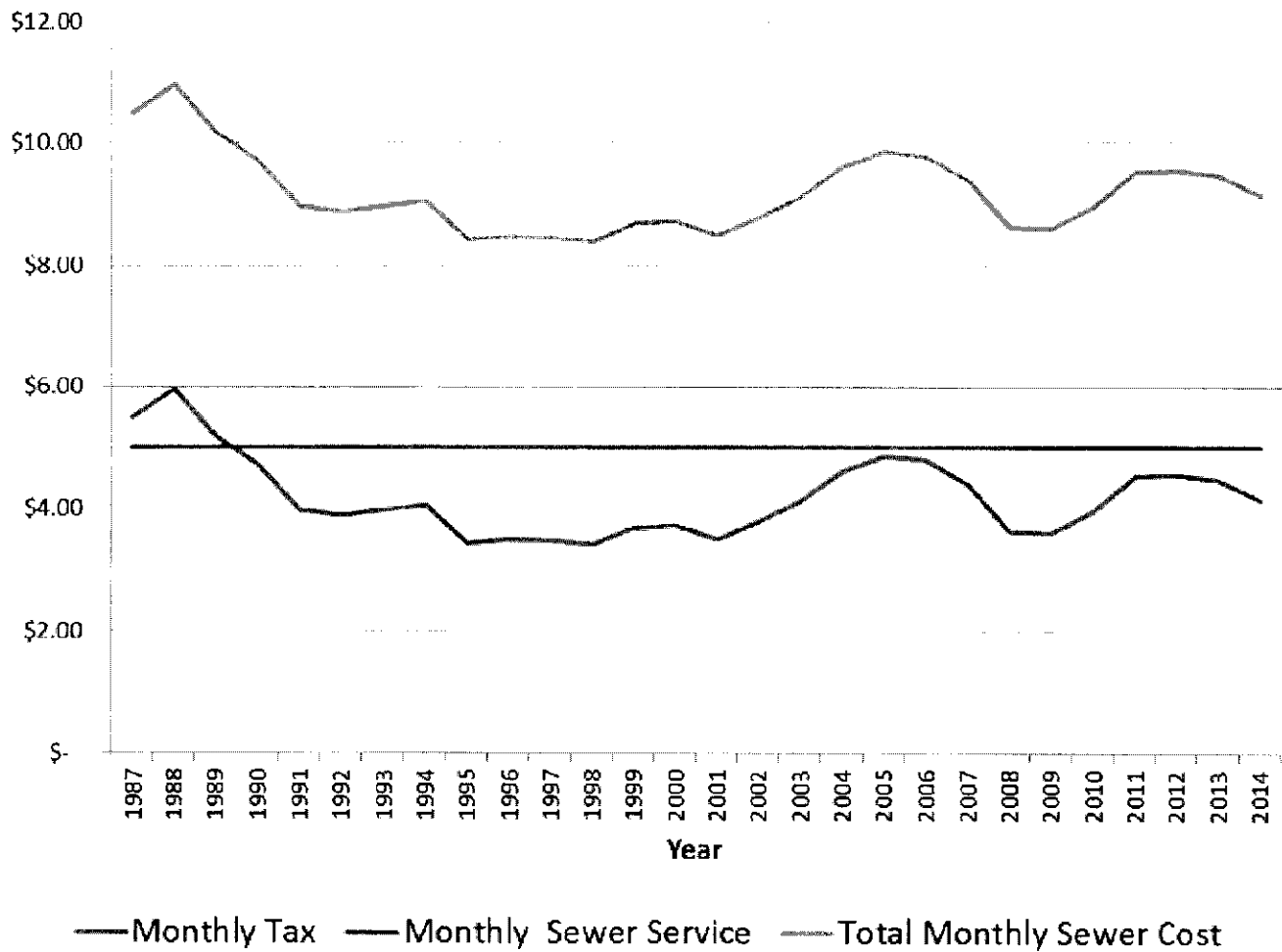
SOUTH DAVIS SEWER DISTRICT
Monthly Sewer Costs
1987 to 2014

Year	Certified Tax Rate	Monthly Tax on a Avg Value Home (single dwelling)	Monthly Sewer Service Fee (single dwelling)	Total Monthly Sewer Cost (single dwelling)
1987	0.000941	\$ 5.49	\$ 5.00	\$ 10.49
1988	0.000940	\$ 5.96	\$ 5.00	\$ 10.96
1989	0.000761	\$ 5.19	\$ 5.00	\$ 10.19
1990	0.000690	\$ 4.74	\$ 5.00	\$ 9.74
1991	0.000588	\$ 3.97	\$ 5.00	\$ 8.97
1992	0.000588	\$ 3.88	\$ 5.00	\$ 8.88
1993	0.000586	\$ 3.97	\$ 5.00	\$ 8.97
1994	0.000571	\$ 4.04	\$ 5.00	\$ 9.04
1995	0.000471	\$ 3.43	\$ 5.00	\$ 8.43
1996	0.000457	\$ 3.49	\$ 5.00	\$ 8.49
1997	0.000429	\$ 3.46	\$ 5.00	\$ 8.46
1998	0.000408	\$ 3.40	\$ 5.00	\$ 8.40
1999	0.000411	\$ 3.68	\$ 5.00	\$ 8.68
2000	0.000393	\$ 3.73	\$ 5.00	\$ 8.73
2001	0.000358	\$ 3.50	\$ 5.00	\$ 8.50
2002	0.000361	\$ 3.78	\$ 5.00	\$ 8.78
2003	0.000364	\$ 4.11	\$ 5.00	\$ 9.11
2004	0.000366	\$ 4.60	\$ 5.00	\$ 9.60
2005	0.000357	\$ 4.86	\$ 5.00	\$ 9.86
2006	0.000341	\$ 4.78	\$ 5.00	\$ 9.78
2007	0.000305	\$ 4.38	\$ 5.00	\$ 9.38
2008	0.000270	\$ 3.62	\$ 5.00	\$ 8.62
2009	0.000290	\$ 3.60	\$ 5.00	\$ 8.60
2010	0.000315	\$ 3.94	\$ 5.00	\$ 8.94
2011	0.000329	\$ 4.52	\$ 5.00	\$ 9.52
2012	0.000330	\$ 4.54	\$ 5.00	\$ 9.54
2013	0.000324	\$ 4.46	\$ 5.00	\$ 9.46
2014	0.000300	\$ 4.13	\$ 5.00	\$ 9.13

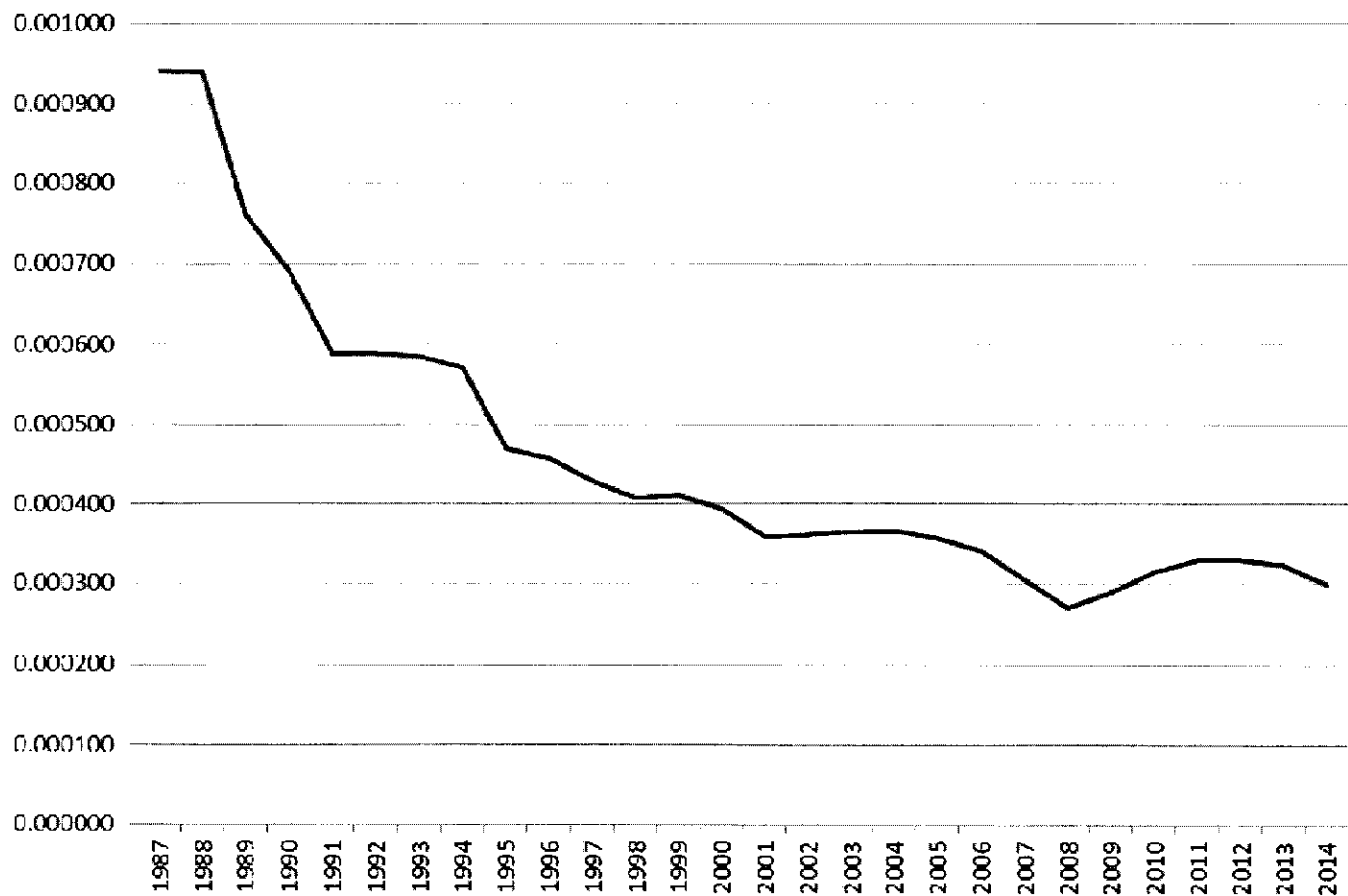
Percentage Change
(1987 to 2014) **-67.0%**

Percentage Change
(1987 to 2014) **-13.0%**

South Davis Sewer District Monthly Sewer Costs 1987 to 2014



**South Davis Sewer District
Certified Tax Rate
1987 to 2014**



**South Davis Sewer District
Capital & Maintenance Expenses
2005 to 2013**

Buildings & Facilities

Sheep Road Lift Station	\$	147,041
Sand Filter & Road SP		97,852
2600 S Lift Station/Pressure Line		569,252
Evergreen Lift Station		104,948
Lighting Upgrade		61,705
Bar Screen Building NP & SP		76,746
North Pointe Lift Station		17,003
Pages Sewer Line		70,191
Maintenance Building SP		211,456
Fence/Gate Frontage Road NP		32,234
Maintenance Building NP		743,724
Collection Facility		1,810,091
Generator Building SP		76,069
Property Impr & Parking NP		215,050
Disinfection System SP		90,110
Disinfection System NP		195,381
Total	\$	4,518,853

Land & Buildings

Land and House (UDOT)	\$	381,188
Land and House (Rumsey)		191,000
Land and MFG Home (GoodRich)		250,000
Land (UDOT)		507,331
Land (UDOT)		404,145
CS Facility (UDOT)		600,125
Land and House (Thomas)		167,000
Land & Building (Radio Station)		223,926
Total	\$	2,724,715

CIPP

Insituform 2008	\$	287,887
PEC 2010 to 2012		855,894
Total	\$	1,143,781

Maintenance & Preservation

Collection Sys & Treatment Plants	\$	5,001,650
(9 Year Avg. \$682,825 including CIPP)		

Grand Total \$ 13,388,999

**South Davis Sewer District
Property Purchase Summary
8/8/2012**

Parcel Tax No.	Date Purchased	Acreage	Purchase Price	Notes
06-031-0030	5/14/2010	7.032		bare ground
06-026-0077	5/14/2010	10.274		bare ground
Subtotal		17.306	\$ 507,331.45	
06-026-0090	8/23/2010	11.218	\$ 404,145.00	bare ground
06-026-0003	4/6/2007	2.111		vacant lot
06-026-0004	4/6/2007	2.111		lot with house
Subtotal		4.222	\$ 381,187.50	
06-026-0002	1/18/2007	0.57	\$ 191,000.00	lot with house
06-026-0005	10/15/2010	0.57	\$ 167,000.00	lot with house
06-026-0044	1/23/2007	1.14	\$ 250,000.00	lot with manufactured home
06-026-0020	8/8/2012	6.18	\$ 223,925.74	radio station property
		41.206	\$ 1,900,663.95	

deduct cost of manufactured home	\$ (31,550.00)
Total without manufactured home	\$ 1,869,113.95

All costs divided by by total acres	\$ 45,360.24
--	---------------------



2008 NACWA Financial Survey

A NATIONAL SURVEY OF MUNICIPAL WASTEWATER
MANAGEMENT FINANCING AND TRENDS

NACWA: National Association of Clean Water Agencies

WASTEWATER O&M COSTS PER MILLION GALLONS TREATED

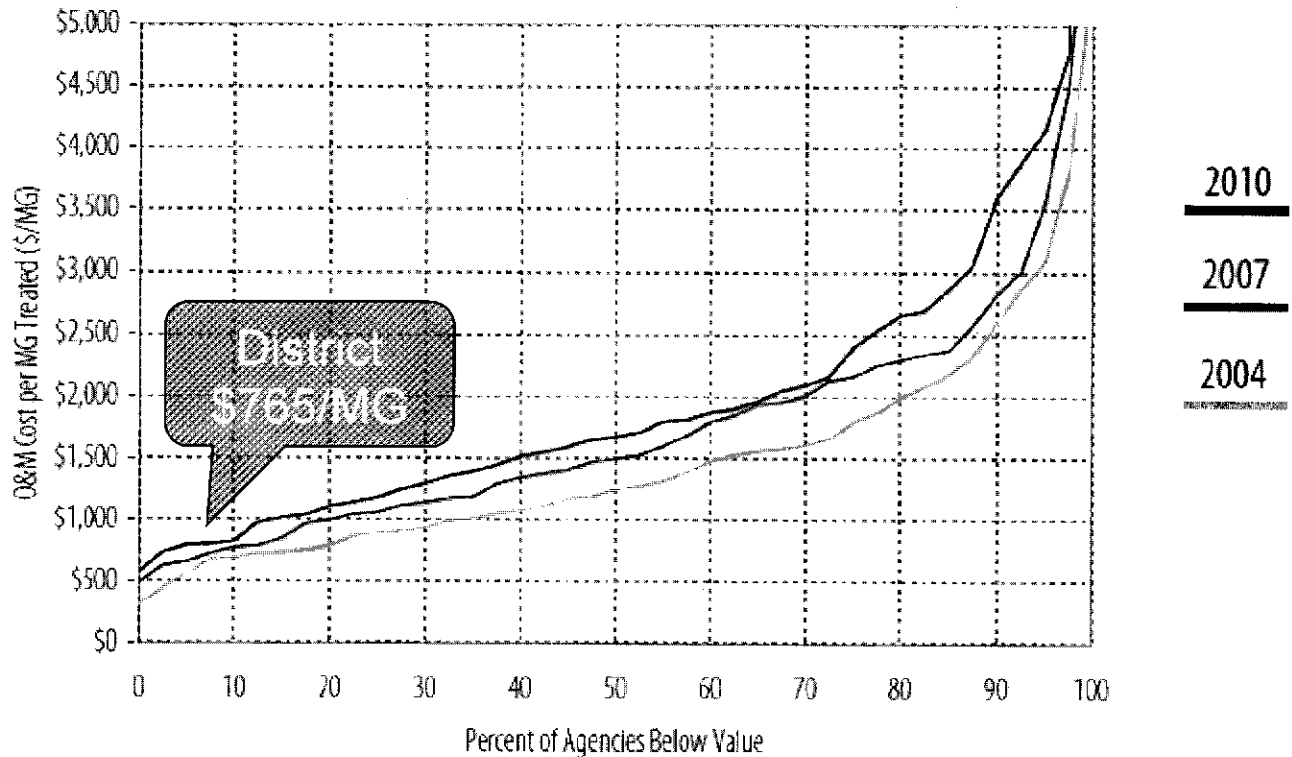
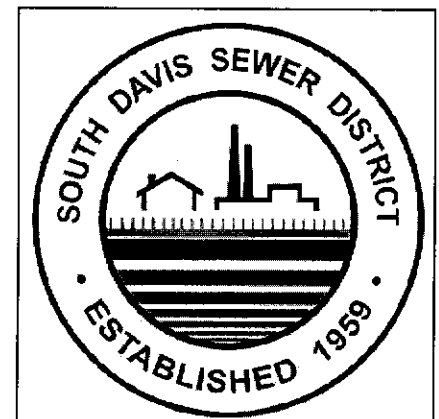
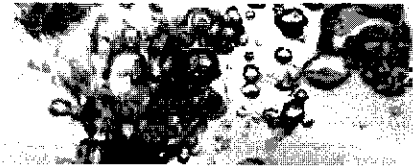


Figure B.14 - Wastewater O&M cost per million gallons treated, 2004-2010

Note: Maximum values above \$5000 are not shown on the chart

- 4,380,000,000 Gallons (4,380 MG) of Wastewater treated Annually
- Annual District O & M cost 2008: \$3,350,0317





NACWA: National Association of Clean Water Agencies

COLLECTION SYSTEM COST PER SEWER MILE (AGENCIES WITH COLLECTIONS SERVICE)

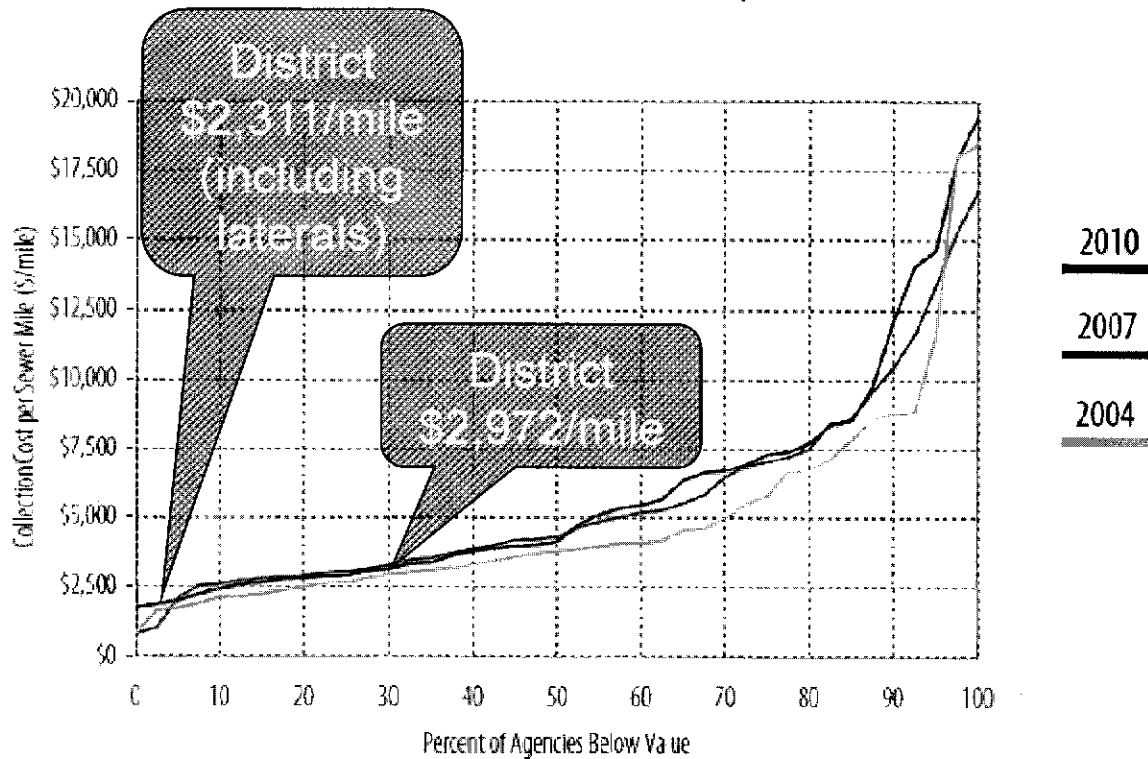
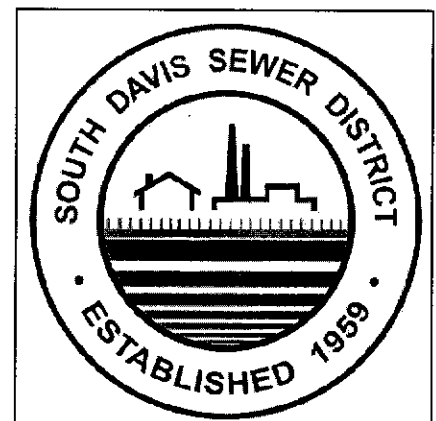


Figure B.15 - Collection system cost per sewer mile, 2004-2010 (for agencies reporting collection services)

- 350 miles of collection system (450 miles including District-owned laterals)
- Annual District Collections O&M cost 2008: \$1,040,073





NACWA: National Association of Clean Water Agencies

BIOSOLIDS MANAGEMENT COST PER DRY TON – ALL RECIPIENTS

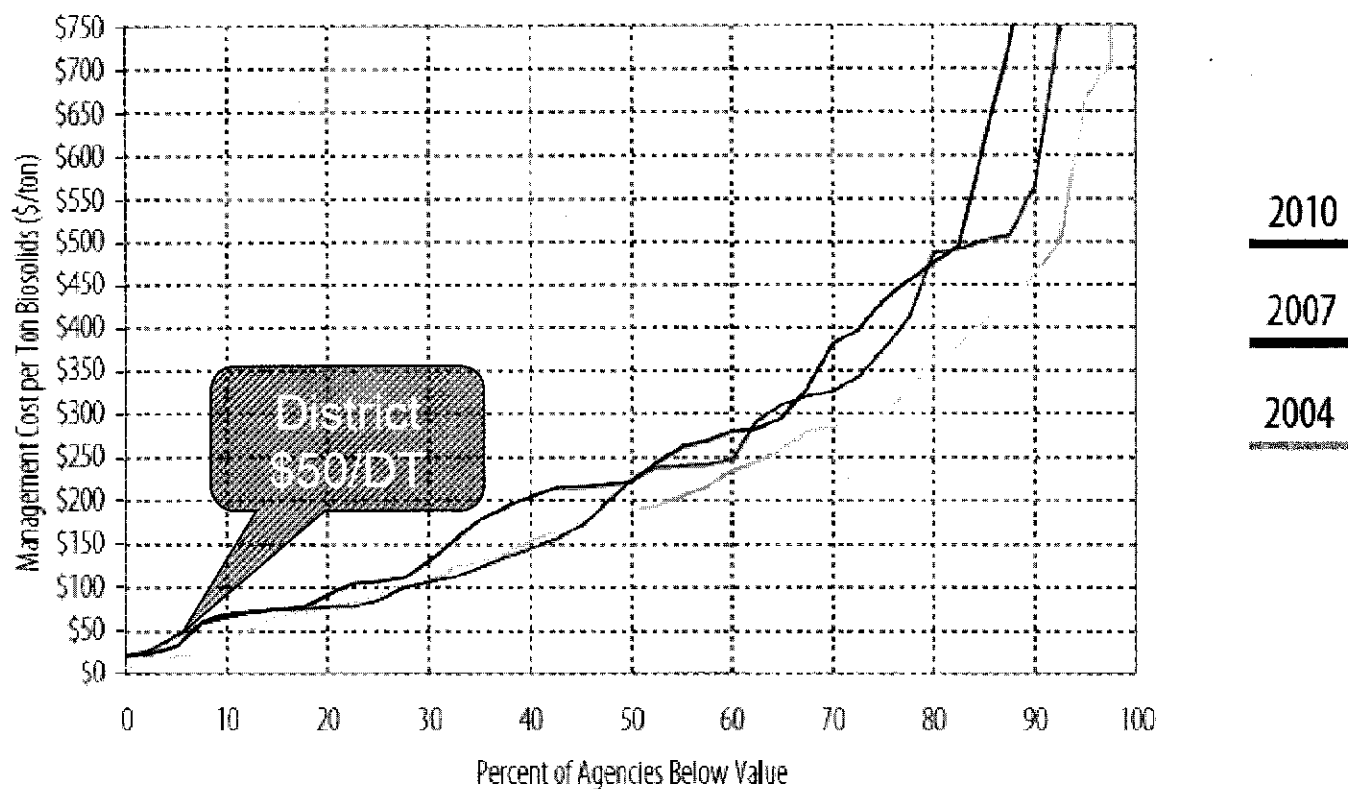
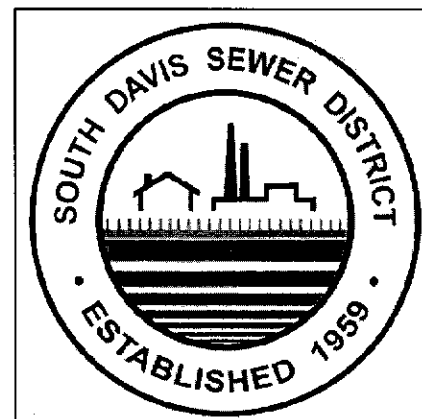


Figure B.17 - Biosolids managment costs per dry ton, 2004-2010

Note: Maximum values above \$750 are not shown on the chart





2011 NACWA Financial Survey



NACWA: National Association of Clean Water Agencies

DISTRIBUTION OF DEBT PRINCIPAL

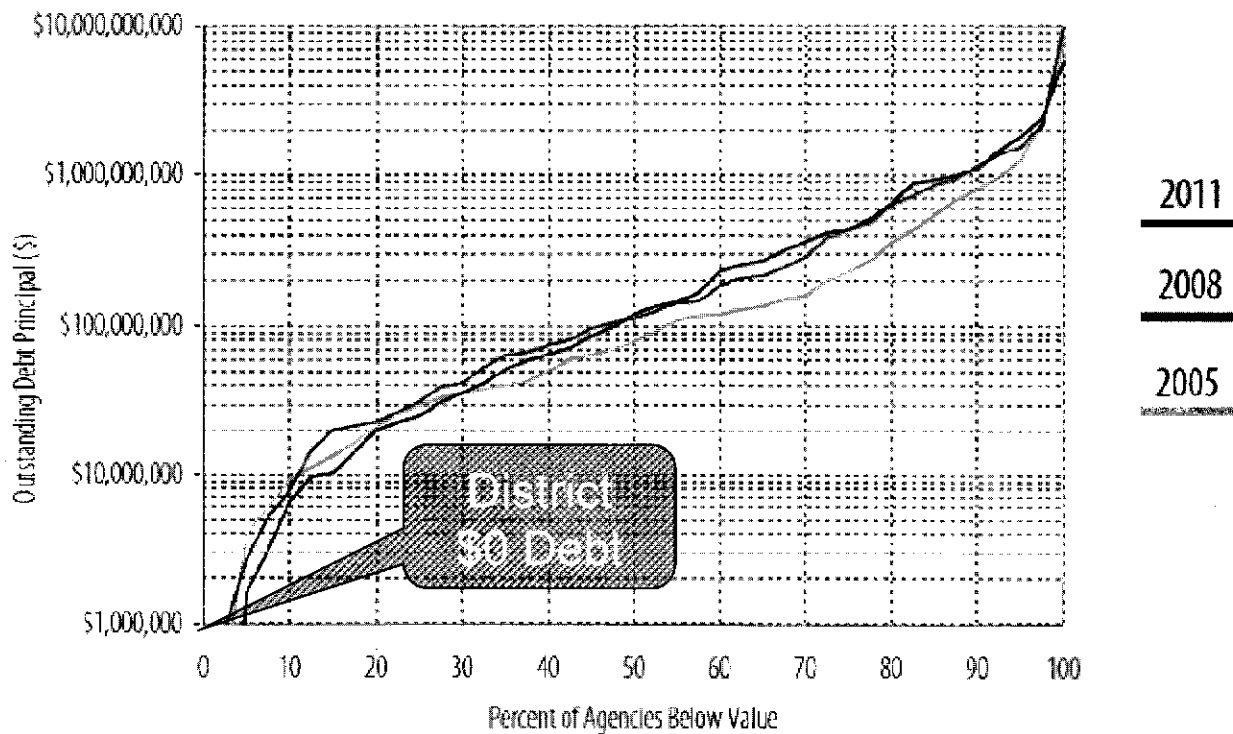
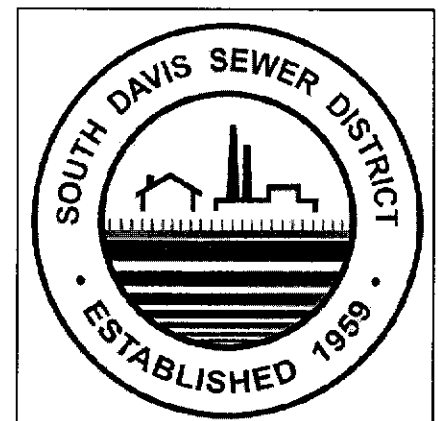


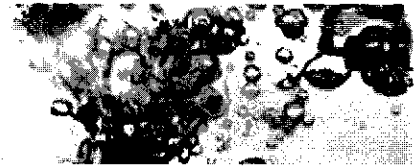
Figure B.20 - Outstanding debt principal, 2004-2010

Note: Minimum values less than \$1 million are not shown on log scale.





2011 NACWA Financial Survey



NACWA: National Association of Clean Water Agencies

NUMBER OF YEARS CURRENT RATES HAVE BEEN IN EFFECT

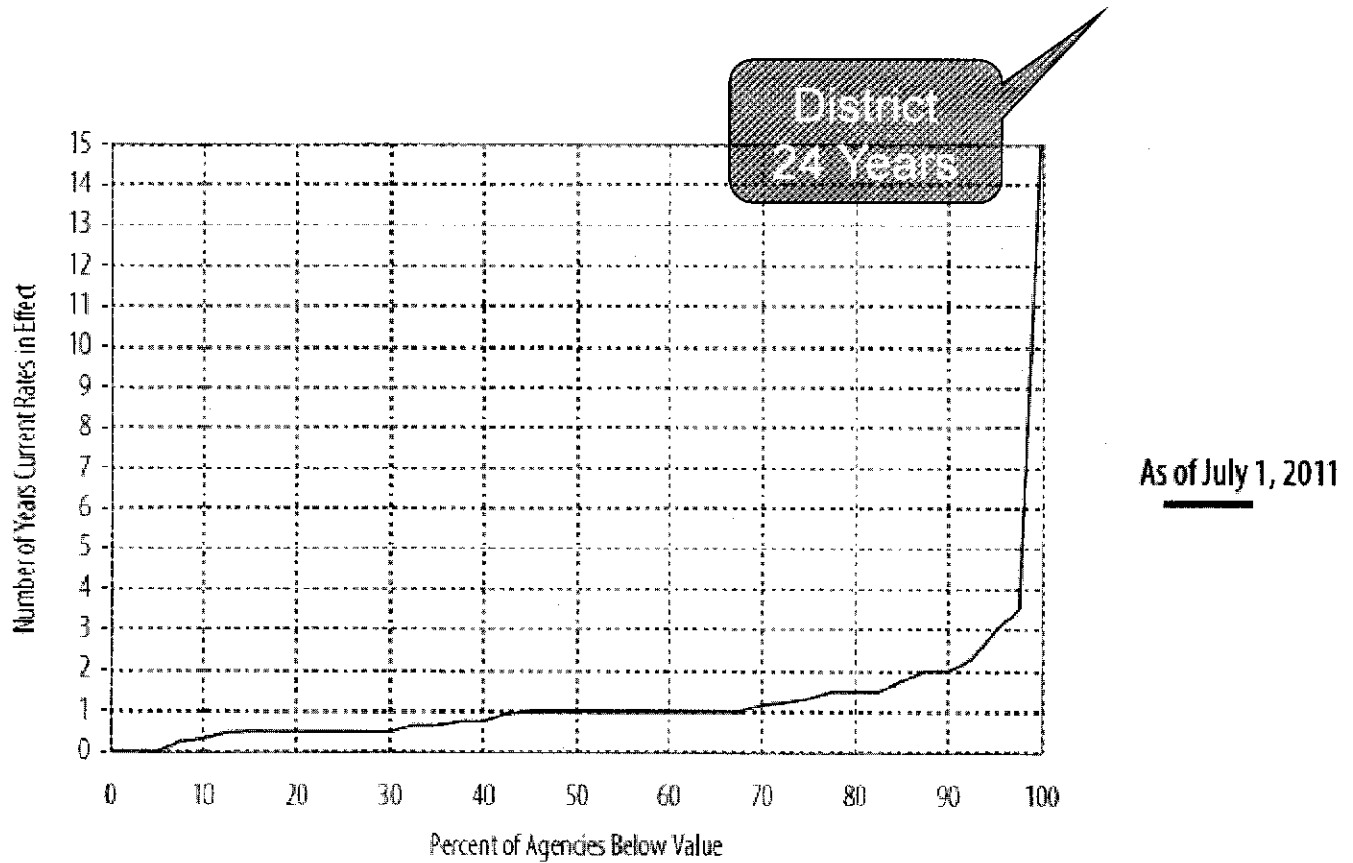
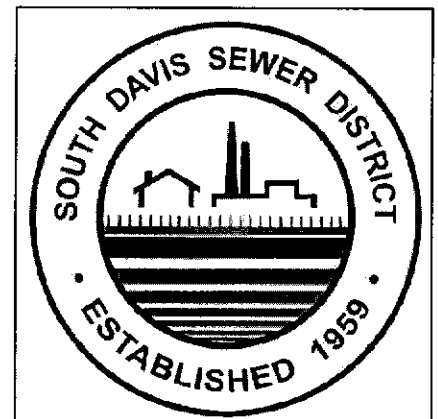


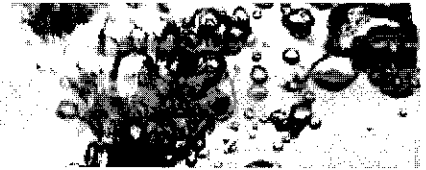
Figure C.1 Number of years current rates have been in effect

- July, 1988 – Last District Rate Increase





2011 NACWA Financial Survey



NACWA: National Association of Clean Water Agencies

AVERAGE RESIDENTIAL CHARGE DISTRIBUTION (ALL RESPONDENTS)

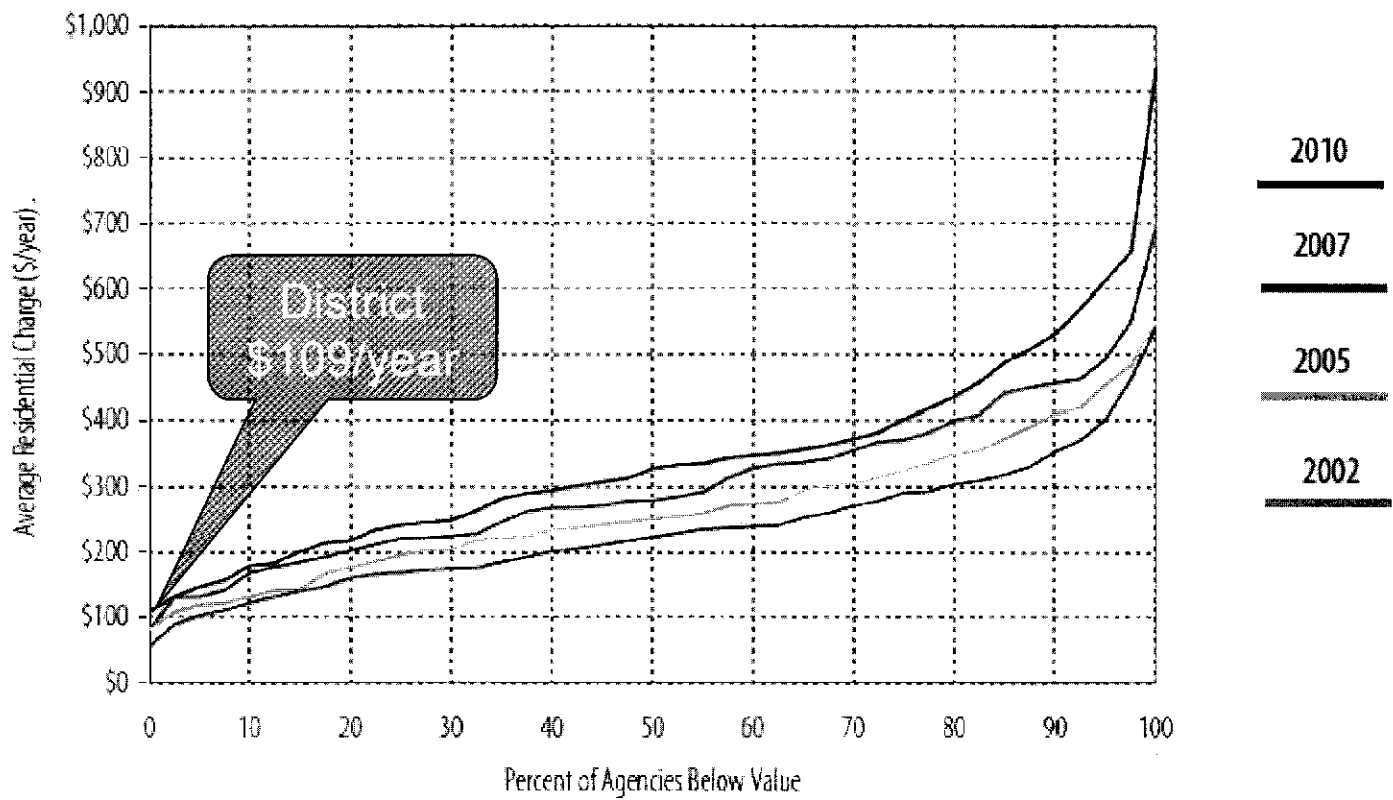
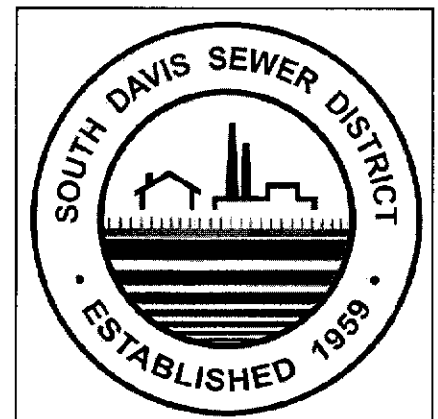


Figure C.9 - Distribution of average residential charge, 2002-2011 (\$/year)

•\$109/year = sewer rate + taxes

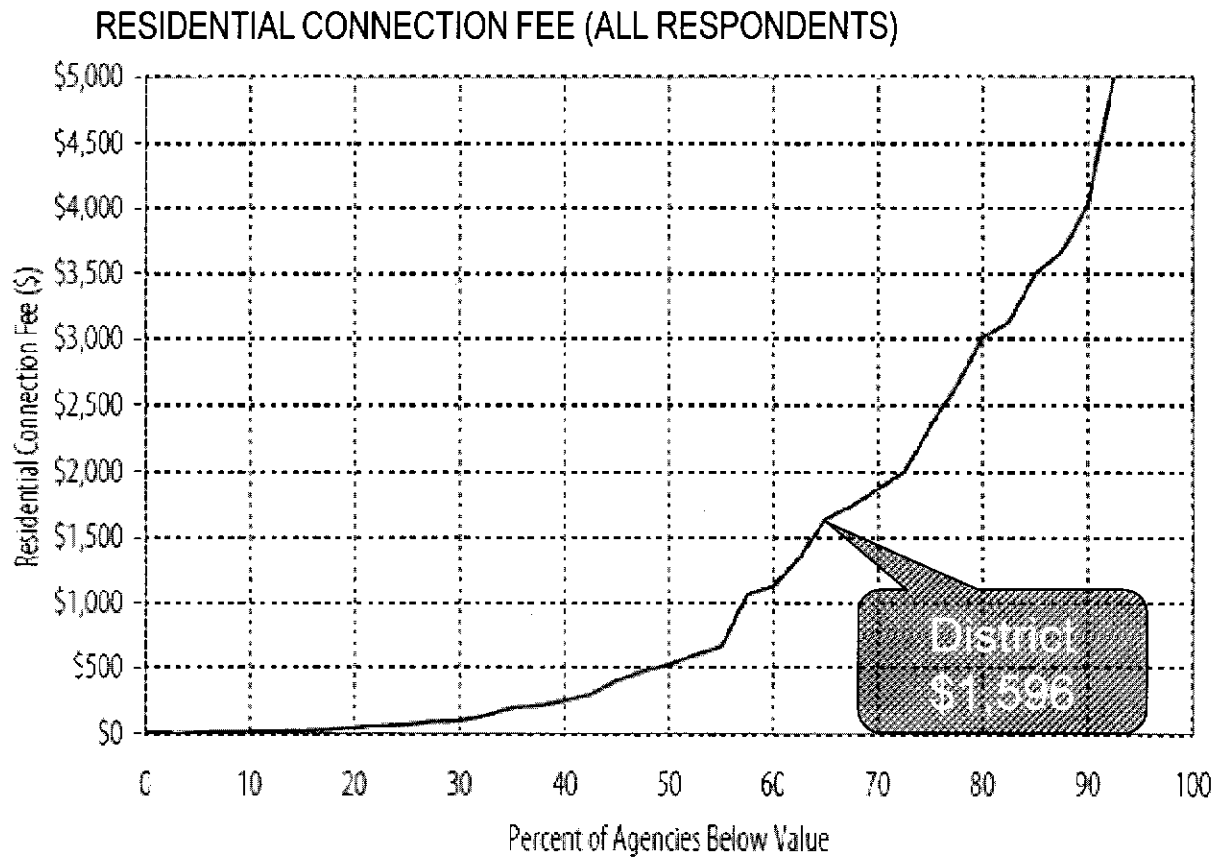




2011 NACWA Financial Survey



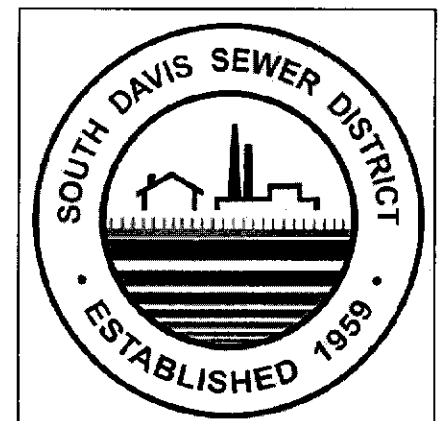
NACWA: National Association of Clean Water Agencies



Note: Values above \$5,000 are not shown on the chart

Figure C.11 - Distribution of residential connection fees, 2010 (74 agencies)

•\$1,596 per connection



South Davis Sewer District Operational Priorities

- Safety
 - Public
 - Employees
- UPDES Permit Compliance
 - Sufficiently within permit limits to minimize liability
 - Close enough to limits to minimize costs
- Plant Maintenance
 - Reliability to meet 24/7/365 nature of wastewater treatment
 - Protect District Assets (\$31,601,939)
- Collection System
 - Minimize SSOs
 - Protect District Assets (\$43,774,884)
- Customer Service
 - Respond Immediately
 - Respond Effectively
- Control Costs
 - Number of Personnel
 - Quality of Personnel
 - Operations
 - Maintenance
 - Capital Projects
 - Need
 - Execution

South Davis Sewer District Operational Priorities

- Emergency Planning
 - Pandemic
 - Earthquake
 - Flood
 - Power
 - Economic
- Pretreatment
 - Protect personnel
 - Protect plants and Collection System
 - Protect Industrial Users
- Biosolids
 - Permit compliance
 - Control costs
 - Sustainable utilization of biosolids resource

CENTERVILLE CITY COUNCIL

**Staff Backup Report
9/16/2014**

Item No. 2.

Short Title: Minutes Review and Acceptance

Initiated By:

Scheduled Time: 7:20

SUBJECT

September 2, 2014 City Council meeting

RECOMMENDATION

BACKGROUND

The minutes to be approved are attached.

ATTACHMENTS:

Description

- D September 2, 2014 City Council meeting minutes

PRELIMINARY DRAFT

Minutes of the Centerville **City Council** meeting held Tuesday, September 2, 2014 at 7:00 p.m. in the Centerville City Hall Council Chambers, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT

Mayor Paul A. Cutler

Council Members Ken S. Averett
Tamilyn Fillmore
John T. Higginson
Stephanie Ivie
Lawrence Wright

STAFF PRESENT

Steve Thacker, City Manager
Blaine Lutz, Finance Director/Assistant City Manager
Lisa Romney, City Attorney
Neal Worsley, Centerville Police Chief
Jacob Smith, Management Assistant
Katie Rust, Recording Secretary

VISITORS

Lisa Sommer, Whitaker Museum Director
Interested citizens (see attached sign-in sheet)

PLEDGE OF ALLEGIANCE

PRAYER OR THOUGHT

Steve Thacker, City Manager

OPEN SESSION

Sherri Lyn Lindstrom – Ms. Lindstrom said that after hearing of the difficulties that communities in the State have been facing in the last weeks and months, she had a desire to express gratitude to the staff of Centerville City – every individual in Centerville who works diligently and are dedicated to the community. She stated she does not think everything is perfect, mistakes happen and things come up, but she feels issues are dealt with in a conscientious, effective, and financially conservative manner. Ms. Lindstrom said she knows issues are anticipated by staff, and staff does whatever possible to prevent disasters. She expressed confidence that, in the event of a genuine disaster, Centerville's response would be phenomenal due to emergency management planning. Ms. Lindstrom said she fully respects the amount of time that is given by the City Council, all the committees, and anyone who volunteers to make the community such a great place.

FOURTH OF JULY CELEBRATION REPORT

Wayne and Bev Lewis, Chairs of the 4th of July Celebration, reported on the success of this year's festivities. Mr. Lewis stated they were as frugal as possible. The celebration was allocated \$26,000, \$33,000 was spent, and \$8,500 revenue brought in, resulting in a positive end balance of approximately \$1,500. Mr. Lewis recognized the Chairs of each committee, and praised the time and effort contributed. He estimated that between 2,300 and 2,400 people were in Founders Park on July 3rd for the festivities.

Mr. Lewis mentioned some problems and issues that arose during the festivities, and suggested the City check the electrical system in Founders Park. Awnings were purchased to cover food preparation during the breakfast as required by the Davis County Health Department, but the trapped heat under the awnings became uncomfortable for those preparing

PRELIMINARY DRAFT

Centerville City Council
Minutes of Meeting of September 2, 2014

Page 2

1 the food. Mr. Lewis recommended electric fans or some other form of relief for next year.
2 Council members asked questions and expressed appreciation to all those who volunteered to
3 make the celebration a success.
4

CENTENNIAL BOOK UPDATE

5
6
7 Lloyd Carr updated the Council on the progress of the Centennial Book, showing drafts
8 of the cover and selected pages of the book. He reported that the Committee has received
9 \$7,000 in donations and approximately \$3,000 in book pledges to put toward the cost of
10 preparation and production. The Mayor stated that the book will be a treasure for the
11 community, and the Council thanked the Book Committee for their service.
12

MINUTES REVIEW AND ACCEPTANCE

13
14
15 The minutes of the August 19, 2014 work session and Council meeting were reviewed.
16 Council members Fillmore and Wright requested amendments to the work session minutes.
17 Councilman Higginson made a **motion** to accept the work session minutes as amended and the
18 regular Council meeting minutes. Councilwoman Fillmore seconded the motion, which passed
19 by unanimous vote (5-0).
20

CENTERVILLE CITY FINE/BAIL SCHEDULE FOR LOCAL ORDINANCES

21
22
23 Lisa Romney, City Attorney, explained that staff has reviewed and updated the listing of
24 Centerville Code violations and the corresponding minimum fine for such offenses in response
25 to an increase in the Court Security Surcharge for offenses listed on the Uniform Fine/Bail
26 Schedule implemented by the State Legislature in the 2014 Session. She explained the
27 difference between State Code violations and City Code violations. Councilman Wright referred
28 to the City ordinance regarding the timing and placement of chairs on Main Street for the 4th of
29 July parade, and asked how many citations were issued to citizens who placed chairs before
30 4:00 p.m. on July 3rd. Chief Worsley responded that police officers moved chairs off the
31 sidewalk that were placed before 4:00, and confiscated the chairs if they were again moved to
32 the sidewalk before 4:00 p.m., but no citations were issued. Councilman Wright recognized that
33 this is a sensitive issue, but stated he feels the ordinance should either be enforced or
34 eliminated. He suggested that issuing a few citations would send a message. Councilwoman
35 Fillmore said it sounds like the ordinance was enforced in a practical manner by moving the
36 chairs off the sidewalk. Chief Worsley stated it is necessary to have the guideline, but the 4th of
37 July celebration is supposed to be fun. Councilman Wright expressed a desire to put the matter
38 on a future agenda for discussion. Chief Worsley commented that without the ordinance chairs
39 would be put out several days in advance. The Council discussed timing options for chair
40 placement. Steve Thacker, City Manager, mentioned that the ordinance has been changed
41 several times, and the current ordinance seems to be the best solution in his opinion. He
42 added that having the law on the books gives the officers a tool to work with if confrontation is
43 necessary.
44

45 Ms. Romney showed a chart listing violations, current City fines, average fines of other
46 cities, and proposed City fines as prepared by staff and City Department Heads. Ms. Romney
47 explained that judges take individual circumstances into account and in some cases may
48 impose a fine greater or less than the fines stated in the schedule. The Council and staff
49 discussed civil versus criminal citations.
50

PRELIMINARY DRAFT

Centerville City Council
Minutes of Meeting of September 2, 2014

Page 3

1 Mayor Cutler recommended adoption of Ordinance No. 2014-17. Councilman Averett
2 made a **motion** to adopt Ordinance No. 2014-17 adopting an updated Centerville City Fine/Bail
3 Schedule for Local Ordinances. Councilwoman Fillmore seconded the motion to adopt
4 Ordinance No. 2014-17. Councilman Wright made a substitute **motion** to table approval for
5 closer examination, which failed for lack of second. The motion to approve passed by majority
6 vote (4-1), with Councilman Wright dissenting.

ANIMAL CONTROL

7
8
9
10 Tracy Roddom, Assistant Director of Davis County Animal Care & Control introduced
11 Arlyn Bradshaw, Executive Director of the Best Friends Animal Society and Salt Lake County
12 Council member. Mr. Bradshaw explained the Trap/Neuter/Return (TNR) program, a humane,
13 non-lethal alternative to the trap-and-kill method of controlling cat populations. He explained
14 how TNR works and the expected benefits. Mr. Bradshaw and Ms. Roddom answered
15 questions from the Council.

16
17 Councilman Wright made a **motion** to adopt the TNR program and authorize the City
18 Manager or Mayor to send a letter of encouragement to Davis County Animal Care & Control
19 approving implementation of the TNR program in Centerville. Councilwoman Ivie seconded the
20 motion, which passed by unanimous vote (5-0).

21
22 At 8:55 p.m. the Council took a short recess and returned at 9:02 p.m.

FINANCIAL REPORT

23
24
25
26 Blaine Lutz, Finance Director/Assistant City Manager, presented an unaudited Financial
27 Report for FY 2014. Councilman Wright recommended the Council consider utilizing solar
28 power to reduce electrical expenses. Mr. Lutz answered questions from the Council. The
29 Council discussed property valuation and property tax.

MAYOR'S REPORT

- 30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
- Citizens who want to receive approved meeting minutes will be directed to sign up on the City website.
 - Mayor Cutler reported on business discussed in monthly Davis County Council of Governments (COG) meetings, including the purchase of right-of-way for the future West Davis Highway.
 - Mayor Cutler reported that he and staff members met with Mr. Dee Evans and discussed Mr. Evans' property and the neighboring development plans in detail. Staff had ideas of how to mitigate some of the impact on Mr. Evans' property, and the Mayor said he feels staff made an honest effort to be fair in trying to mitigate the circumstances.
 - The Mayor stated that staff members and the Trails Committee will be communicating with Mr. George Haddad regarding access to the Rick's Creek waterfall.

WHITAKER MUSEUM COUNCIL LIAISON REPORT

47
48
49 Councilman Wright updated the Council on the Whitaker Museum Board and the
50 Whitaker Museum activities. On behalf of the Museum Board he expressed gratitude for City
51 staff and Council support. The Museum Board would like to make recommendations to the

Council regarding potential changes to the ordinance to update and better define the Museum Director position.

CITY MANAGER'S REPORT

- City Manager Thacker proposed the following dates for upcoming City events: October 7th at 5:30 p.m. for a Youth Council work session/dinner with the Council; October 20th at 6:30 p.m. for a Volunteer Recognition Dinner; and December 3rd at 6:30 p.m. for the Employee Christmas Dinner.
- Mr. Thacker provided the Council with a copy of a Letter of Intent sent to Kris Peterson, UDOT Region One Director, requesting that a portion of the TAP funds be allocated directly by UDOT for FY 2015 for the "Frontage Road Sidewalk Project". The project, if funded, would complete gaps in the sidewalk on the east side of the north end of the Frontage Road, and would complement another federally funded project involving the Frontage Road in the next few years.
- Mr. Thacker showed examples of bus stop shelters and benches with price estimates, and the Council discussed design options for the bus stop on Founders Park frontage on Main Street. Councilwoman Fillmore stressed the importance of planning in public spaces. She feels design decisions should be in place long in advance, with the help of professional planners and designers, and expressed disappointment that the Main Street Public Space Plan was not completed before this decision became necessary. It was suggested that the bus stop structure should provide shelter with walls on the north, south, and east sides. Councilwoman Fillmore commented that clean and simple design is important since the bus stop shelter will be the first public space element on Main Street. Councilman Higginson asked who would own the structure and whether or not UTA would be able to sell advertising space on the structure. Mr. Thacker responded that he does not believe UTA would be able to sell advertising space. UTA will expect Centerville City to maintain the shelter. The Council agreed on a style of shelter, and Councilwoman Fillmore agreed to obtain more details (including cost) for the selected style.

APPOINTMENT

Mayor Cutler nominated Brian Hulse, former Planning Commission Chair, to serve on the Board of Adjustment. Councilman Higginson made a **motion** to appoint Brian Hulse to a five-year term on the Board of Adjustment. Councilwoman Ivie seconded the motion, which passed by unanimous vote (5-0).

MISCELLANEOUS

- Councilman Wright requested the Council allow time on a future agenda for him to make a presentation regarding succession planning and continuity planning. He agreed to be ready to present at a meeting in October.
- Councilwoman Ivie passed on a complaint from a citizen that driving north through the Main Street/Parrish Lane intersection is like a roller coaster ride. Councilman Wright mentioned he noticed one of the turn signal lights in the intersection flashing strangely.

PRELIMINARY DRAFT

Centerville City Council
Minutes of Meeting of September 2, 2014

Page 5

ADJOURNMENT

At 10:14 p.m. Councilwoman Ivie made a **motion** to adjourn the meeting. Councilman Higginson seconded the motion, which passed by unanimous vote (5-0).

Marsha L. Morrow, City Recorder

Date Approved

Katie Rust, Recording Secretary

CENTERVILLE CITY COUNCIL

Staff Backup Report 9/16/2014

Item No. 3.

Short Title: Summary Action Calendar

Initiated By: City staff

Scheduled Time: 7:25

SUBJECT

- a. Personnel Policies and Procedures - Amendments - Cell Phone Policy - Consider Resolution No. 2014-22
- b. Personnel Policies and Procedures - Amendments - Outside Employment - Consider Resolution No. 2014-23
- c. Consider Pipeline Crossing Agreements with UPRR and UTA for Chase Lane Waterline Project
- d. Approve easements for Questar to provide natural gas to UTOPIA huts
- e. Award Annual Drainage Maintenance Project contract to Twin D Environmental Services in the amount of \$96,710
- f. Approve purchase of 12 Tasers and accessories for the Police Department in an amount of \$12,274.50, plus warranty/replacement plan for an additional amount of \$9,150 over a 5-year period
- g. Award bids for Pine Hills Subdivision waterline project to Anchored Excavation for labor in the amount of \$11,486.90 and to WR White in the amount of \$4,304.69 (plus tax) for materials

RECOMMENDATION

- a. Adopt Resolution No. 2014-22 amending Section 7.075 of the Centerville Personnel Policies and Procedures regarding Cell Phones.
- b. Adopt Resolution No. 2014-23 amending Section 7.050 of the Centerville Personnel Policies and Procedures regarding Outside Employment.
- c. Approve Pipeline Crossing Agreements with UTA and UPRR for the Chase Lane waterline project, subject to minor or technical corrections approved by the City Attorney.
- d. Approve the attached easements for Questar to provide natural gas service to UTOPIA huts in Centerville.
- e. Award Annual Drainage Maintenance Project contract to Twin D Environmental Services in the estimated total amount of \$96,710, including the option to renew the contract for two subsequent years if the contractor is willing to hold his unit prices.
- f. Approve the purchase of 12 Tasers and accessories for the Police Department in the amount of \$12,274.50, plus warranty/replacement plan for an additional amount of \$9,120 over a 5-year period.

g. Award bids for Pine Hills Subdivision Waterline project to Anchored Excavation in the amount of \$11,486.90 for labor—subject to verification of references; and to WR White in the amount of \$4,304.69 (plus tax) for materials.

BACKGROUND

a. Staff recommend changes to Section 7.075 of the Personnel Policies and Procedures regarding cell phones. The revisions to Subsection (h) are in response to changes in State law as set forth in Utah Code Ann. 41-6a-1716 restricting the use of cell phones and mobile devices while driving. The other minor changes to various subsections of this policy are to address issues raised by Department Heads.

b. Staff recommend changes to Section 7.050 of the Personnel Policies and Procedures regarding outside employment for City employees. Most courts have upheld public employer restrictions on outside employment activities so long as such regulation is based on potential conflicts of interest or is related to City business interests. However, some courts have held that regulation of off-duty conduct can violate an employee's First Amendment right to free speech, privacy rights, and/or right of association if such regulations are not narrowly tailored to address a compelling governmental interest. The proposed amendments to Section 7.050 reduce the breadth of regulation of outside employment by City employees and limits such regulation to outside employment that might create a conflict of interest with the employee's public duties or which impairs the employee's independence of judgment regarding such public duties. The proposed amendments also eliminate Department Head and/or City Manager approval and merely permits such outside employment so long as it is not prohibited.

c. The City desires to install a 12" HDPE water pipeline through an existing 18" steel casing under the UTA and UPRR tracks as a part of the Chase Lane waterline project. In order to install the proposed water pipeline under the UTA and UPRR tracks, such parties require the City to enter into the attached standard Pipeline Crossing Agreements. Staff recommend the City Council approve these agreements, subject to minor or technical corrections approved by the City Attorney.

d. In 2011 the City Council approved easements on several City properties for UTOPIA to locate their huts. Questar Gas provides natural gas service to generators at these sites for power backup. These connections already exist, but Questar Gas has requested easements specific to their service, in addition to the easements already approved by the City Council for the huts. The easements are attached.

e. Each year the City awards a contract for cleaning and video-inspecting storm drains and subdrains—a critical core element of system maintenance. Bid results are shown in the attached memo from the City Engineer's Office. Hourly rates for cleaning and video-inspecting went down significantly compared to the prior bid results. The City has used Twin D's services for a number of years, and is very satisfied with those services.

f. The FY 2015 Adopted Budget includes \$14,510 for the replacement of 12 Tasers and accessories (holsters, batteries, etc) for the Police Department. As noted in the attached memo from Paul Child, Assistant Police Chief, Tasers have an expected life of 5 years, and some of the police officers are currently using Tasers that are older than 5 years. He recommends we replace 12 Tasers at this time and also purchase a warranty/replacement plan that not only provides full warranty over a five-year period but also pays for replacement of those Tasers at the end of that period. See his memo for further explanation.

g. This waterline for the Pine Hills Subdivision will be paid for by the developer, who has requested that the bid be awarded to the second lowest bidder—Anchored Excavation—for reasons explained in the attachment from the City Engineer's Office (ESI). Since the developer is paying the full cost of this work, staff do not object to this request. The City Engineer has spoken with the low bidder, who has indicated he will not object to this outcome.

ATTACHMENTS:

Description

- ▢ Resolution No. 2014-22-Cell Phones
- ▢ Resolution No. 2014-23-Outside Employment
- ▢ Section 7.050-Outside Employment (Current)
- ▢ Pipeline Crossing Agreement - Union Pacific
- ▢ Pipeline Crossing Agreement - UTA
- ▢ Pipeline Crossing Agreement - Exhibit A
- ▢ Questar easements
- ▢ Drainage Maintenance Bid Results and City Engineer's Recommendation
- ▢ Taser Purchase - Memo & Quotation
- ▢ Waterline bid results for materials - Pine Hills Subdivision

RESOLUTION NO. 2014-22

A RESOLUTION AMENDING SECTION 7.075 OF THE CENTERVILLE CITY PERSONNEL POLICIES AND PROCEDURES REGARDING CELL PHONES

WHEREAS, the City Council has previous adopted Personnel Policies and Procedures regarding cell phones as set forth in Section 7.075; and

WHEREAS, City Staff recommends amending Section 7.075 regarding restrictions on use of cell phones while driving in accordance with State law restrictions set forth in *Utah Code Ann.* 41-6a-1716, as adopted in 2014 Legislative Session, and other technical changes regarding restrictions and use of cell phones for business purposes; and

WHEREAS, the City Council has reviewed the recommended changes to Section 7.075 of the Personnel Policies and Procedures regarding cell phones and desires to amend Section 7.075 as more particularly provided herein; and

WHEREAS, the City Council finds that the amendments to Section 7.075 of the Personnel Policies and Procedures regarding cell phones are in the best interest of the City and its employees and are in compliance with applicable provisions of State law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH:

Section 1. Amendment. Subsection 7.075(e) of the Centerville City Personnel Policies and Procedures regarding City-Provided Cell Phone is hereby amended to read in its entirety as follows:

(e) City-Provided Cell Phone. Department heads may provide a cell phone and/or plan to an employee for substantial business reasons when determined reasonable and necessary by the department head. Employees issued a City-provided phone and/or plan shall be required to comply with all terms and conditions of this policy. Under this option, the City shall be responsible for paying for the cell phone and/or plan up to a predetermined amount as established by the department head based on the level of service required to conduct City-business. The department head shall determine what service level the employee needs (i.e. voice only, voice and text, data, etc.). If an employee wants to add any additional services, upgraded phone selection, and/or cosmetic or technical extras that have no business purpose, the employee must receive pre-approval from the department head for such additions and all costs associated with such additions or personal overages shall be the sole responsibility of the employee. ~~If an employee who owns their own cell phone terminates their employment with the City, the City shall retain the associated cell phone number for any City-provided cell phone and rate plan for a City-provided plan under the provisions of this subsection.~~

Section 2. Amendment. Subsection 7.075(f) of the Centerville City Personnel Policies and Procedures regarding Reimbursement for Business Use of Personal Phone is hereby amended to read in its entirety as follows:

(f) Reimbursement for Business Use of Personal Phone. Employees may be required to use their personal cell phones to conduct City-business. Department heads may authorize reimbursement to employees who are required to use their personal cell phones for substantial business reasons when determined reasonable and necessary by the department head. Employees provided reimbursement for City-business use of a personal cell phone shall be required to comply with all terms and conditions of this policy. Under this option, the City may reimburse the identified employee monthly for the business use of their cell phone. The department head shall determine at what service level the employee should be reimbursed (i.e. voice only, voice and text, data, etc.). A reimbursement for the business use of personal owned cell phones shall not exceed an employee's actual costs. Upon request, employees shall be required to provide the City with proof of actual costs.

Section 3. Amendment. Subsection 7.075(g) of the Centerville City Personnel Policies and Procedures regarding Employee Obligations for Reimbursement is hereby amended to read in its entirety as follows:

(g) Employee Obligations for Reimbursement. Employees eligible for reimbursement under Subsection (f) shall provide their cell phone number to Centerville City personnel and shall use such phone as needed to efficiently and effectively perform ~~all of~~ their assigned duties. The personal cell phone must be kept in working order and should be available to the employee at reasonable ~~all~~ times in the case of emergencies. Employees shall also immediately advise city personnel of any phone number changes. Employees eligible for reimbursement under Subsection (f) must also agree that he/she will assume the risk of cell phone plan cost changes, adjustments and/or early termination fees, including fees/charges resulting from changes in job duties when an employee may no longer be eligible to receive a cell phone reimbursement.

Section 4. Amendment. Subsection 7.075(j) of the Centerville City Personnel Policies and Procedures regarding Use Regulations is hereby amended to read in its entirety as follows:

(j) Use Regulations. The use of City-owned or personal cell phones for personal use during working hours must be incidental, occasional and de minimus, shall not interfere with an employee's duties. The use of City-owned or personal cell phones for email, internet, texting, or network services during working hours shall be subject to and comply with Section 7.070 of the Centerville City Personnel Policies and Procedures regarding computer, internet, social media and email use. A City-provided cell phone is prohibited from being used in an illegal, illicit, or offensive manner, including harassment. Employees shall be responsible for the cost of a lost, stolen or damaged cell phone. The use of a cell phone shall not impair or impede the employee while operating a

City vehicle. During working hours or when conducting City business, employees shall comply with all State law restrictions and regulations regarding use of cell phones or mobile devices while driving.

Section 5. Severability. If any section, clause or provision of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 6. Effective Date. This Resolution and the amendment to Section 7.050 of the Personnel Policies and Procedures provided herein shall become effective October 1, 2014.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY,
STATE OF UTAH, ON THIS 16th DAY OF SEPTEMBER, 2014.**

CENTERVILLE CITY

Mayor Paul A. Cutler

ATTEST:

Marsha L. Morrow, City Recorder

RESOLUTION NO. 2014-23

A RESOLUTION AMENDING SECTION 7.050 OF THE CENTERVILLE CITY PERSONNEL POLICIES AND PROCEDURES REGARDING OUTSIDE EMPLOYMENT

WHEREAS, the City Council has previous adopted Personnel Policies and Procedures regarding outside employment as set forth in Section 7.050; and

WHEREAS, City Staff recommends amending Section 7.050 regarding restrictions and requirements regarding outside employment; and

WHEREAS, the City Council has reviewed the recommended changes to Section 7.050 of the Personnel Policies and Procedures regarding outside employment and desires to amend Section 7.050 as more particularly provided herein; and

WHEREAS, the City Council finds that the amendment to Section 7.050 of the Personnel Policies and Procedures regarding outside employment is in the best interest of the City and its employees and will better reflect and more narrowly regulate the concerns regarding outside employment by City employees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH:

Section 1. Amendment. Section 7.050 of the Centerville City Personnel Policies and Procedures regarding outside employment is hereby amended to read in its entirety as follows:

7.050. Outside Employment.

An employee who performs or is contemplating performing outside employment concurrently with his or her City employment must abide by any limitations applicable to his or her outside activities under the Utah Officers' and Employees' Ethics Act and shall comply with disclosure requirements that may be applicable as a result of his or her outside employment activities. An employee is prohibited from performing any outside employment which conflicts or interferes with his or her official duties for the City or which impairs his or her independence of judgment in the performance of public duties. City employees may not use City equipment in connection with outside employment, nor may they engage in outside employment while on City time. Additional restrictions may apply for outside employment by police officers and shall be subject to applicable rules and regulations of the Police Department. Nothing herein is intended to diminish or take precedence over applicable provisions of Federal law regarding military or uniformed services, including, but not limited to, protections and provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Soldier and Sailors Civil Relief Act (SSCRA).

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

Section 3. Effective Date. This Resolution and the amendment to Section 7.050 of the Personnel Policies and Procedures provided herein shall become effective October 1, 2014.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY,
STATE OF UTAH, ON THIS 16th DAY OF SEPTEMBER, 2014.**

CENTERVILLE CITY

Mayor Paul A. Cutler

ATTEST:

Marsha L. Morrow, City Recorder

CHAPTER 7: CONDUCT

- 7.010. Personal Appearance.
- 7.020. Public Relations.
- 7.030. Working Relations.
- 7.040. Employee Ethics.
- 7.042. Honesty.
- 7.044. Confidentiality.
- 7.050.c Outside Employment.
- 7.060. Personal Activities.
- 7.070. Internet and Email Policy.
- 7.080. Use of City Vehicles.
- 7.090. Equipment Use Policy.
- 7.100. Drug and Alcohol Policy.
- 7.110. DOT Drug and Alcohol Testing.

7.010. Personal Appearance.

Impressions gained by the public visiting the office or dealing with City employees at any location are very important to the City as a public entity. Consequently, employees are expected to take pride in their appearance and grooming and to dress in a conservative and appropriate manner. Clothing must be clean and in good repair at all times. Employees in departments that require uniforms must adhere to department uniform standards unless otherwise directed by the Department Head.

7.020. Public Relations.

Employees are expected to be courteous, cooperative, diplomatic and discrete in dealing with the public (face to face, telephone conversations and written correspondence). Employees shall treat all citizens equally and with professionalism and avoid making cultural, ethnic, racist or sexist slurs. Complaints or concerns expressed by citizens are to be promptly reported or referred to the appropriate supervisor.

7.030. Working Relations.

Employees are expected to maintain a productive and supportive working relationship with others in the course of carrying out their responsibilities. They shall also encourage teamwork, support team efforts, communicate in a constructive manner and exhibit good listening skills. Employees shall be courteous and

cooperative with those they work with, consistently treat others equally and with professionalism and avoid cultural, ethnic, racist and sexist slurs.

7.040. Employee Ethics.

All employees are required to adhere to legal, moral and professional standards of conduct in the fulfillment of their duties with the City and shall demonstrate the highest ideals of honor and integrity in all public and personal relationships to merit the respect, trust and confidence of the public. Employees shall adhere to the provisions of the Municipal Officers' and Employees' Ethics Act, as set forth in *Utah Code Ann. § 10-3-1301, et seq.*, as amended. The appropriate disclosure statement shall be filed with the Mayor when required in accordance with the Act. Employees are encouraged to discuss and raise any questions or concerns regarding public employees' ethical duties with their Department Head or the City Manager when such questions arise.

7.042. Honesty.

Employees shall be honest in the performance of their duties and responsibilities for the City and in their dealings with the public.

7.044. Confidentiality.

Unauthorized disclosure of privileged, private, and/or confidential information is prohibited and shall be grounds for disciplinary action, up to and including termination.

7.050. Outside Employment.

In order to reduce mental and physical fatigue, limit conflicts of interest, and reduce liability insurance expenses, no employee shall be permitted to engage in any outside employment except as provided herein. Any employee desiring to engage in outside employment must submit a request, in writing, to his or her Department Head. The Department Head may conditionally approve such outside employment unless it is deemed to be of an on-going nature, in which case the City Manager's approval shall be required with the

advice and consent of the Department Head. Outside employment may be approved or denied as deemed to be in the best interest of the City in consideration of the following:

(a) whether the outside employment will in any way interfere with the employee's ability to meet the City's work schedule, including reasonable overtime and standby assignments;

(b) whether the outside employment will be directly connected with or contingent upon a representation that the employee is in any way representing the City, either directly or indirectly;

(c) whether the outside employment is consistent and appropriate with the employee's position held with the City;

(d) whether the outside employment will interfere with the employee's physical, mental, or emotional ability to fully and completely discharge the job duties of his or her City position.

Any request for outside employment shall be retained with the employee's personnel records. Unless otherwise prohibited by law, the City reserves the right to cancel an approval for outside employment when it is deemed such employment is not in the City's best interest. Any employee engaged in outside employment without proper approval required herein may be subject to discipline. City employees may not use City equipment in connection with outside employment, nor may they engage in outside employment while on City time. In no event shall any full-time outside employment be permitted for full-time employees. Employees may not accept other employment which might impair his or her independence of judgment in the performance of his or her public duties as an employee of the City or which might interfere with the ethical performance of such duties.

7.060. Personal Activities.

Employees should not perform personal business during working hours. Except as otherwise provided herein or authorized by the Department Head or the City Manager, no personal use of City offices, facilities, supplies or equipment shall be permitted. Use of City

vehicles shall be conducted in accordance with Section 7.080.c Use of City telephones for personal calls should be kept to a minimum. Personal long-distance phone calls are not permitted unless otherwise authorized by a Department Head or the City Manager. c Employees shall reimburse the City for any permitted personal use of City equipment, property or services, such as, postage, copies, long-distance or cellular telephone calls, printing, etc.

7.070. Computer, Internet and Email.

(a) City Equipment and Systems. The City provides computer, network, internet and/or email access and equipment to designated employees at City expense for employee use to transact City business. The purpose of this policy is to describe the proper use of these public resources and technology and to regulate employee's personal use of such resources and technology.

(b) No Expectation of Privacy. Employees have no right or expectation of privacy in any communication, content or record that is created, sent or received using City computer, network, internet, email or similar technology and employees should not expect or assume any privacy regarding the content of email or social networking when using City equipment or technology. The City reserves the right to monitor, access and review all computer, network, internet and email activity and content accessed via City equipment, networks or systems. This monitoring may include, but is not limited to, accessing computers, hard drives, and attached/connected devices or drives. Although employees are allowed to use City computers for personal use as outlined in these policies and procedures, the City retains the right to observe, record and monitor, as it feels necessary, any transactions made on City computers including email messages, social media, web pages visited, etc. When using City computer, network, internet and email, the employee knowingly and voluntarily consents to being monitored and acknowledges the City's right to conduct such monitoring.

(c) Limited Personal Use. Employees may use City computer, network, internet and

PIPELINE CROSSING AGREEMENT

Mile Post: 794.1, Salt Lake Subdivision/Branch
Location: Centerville, Davis County, Utah

THIS AGREEMENT ("Agreement") is made and entered into as of February 24, 2014, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CENTERVILLE CITY CORP.**, to be addressed at 250 North Main Street, Centerville, Utah 84014 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one 12.75 encased pipeline for transporting and conveying culinary water only

across Licensor's track(s) and property (the "Pipeline") in the location shown and in conformity with the dimensions and specifications indicated on the print dated January 21, 2014 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying culinary water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Six Thousand Two Hundred Dollars (\$6,200.00)**.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. INSURANCE.

A. During the life of the License, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 6. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CENTERVILLE CITY CORP.

By: _____
Manager

By: _____

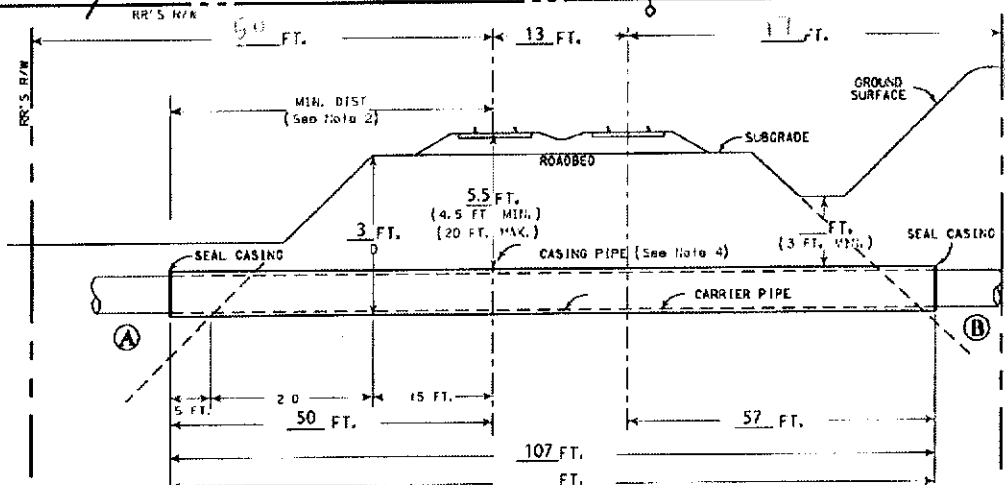
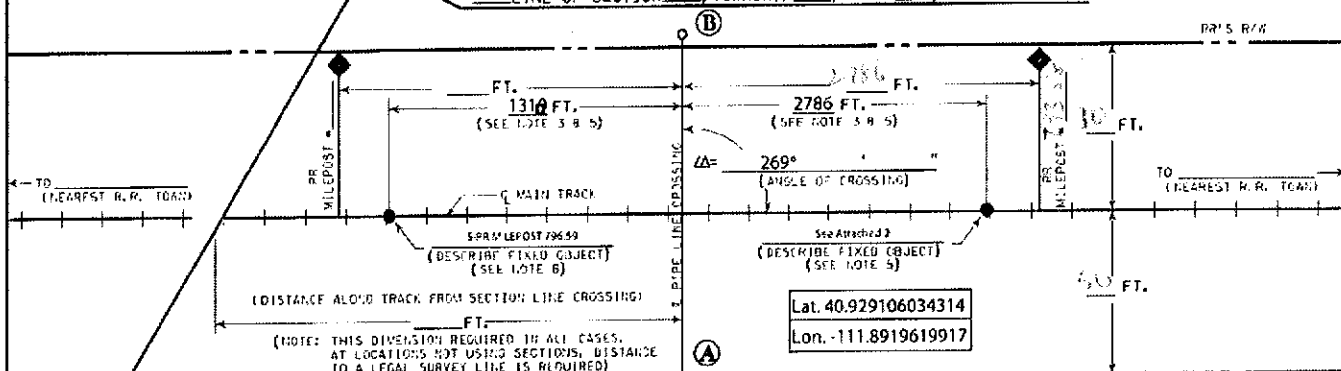
Name Printed: _____

Title:

An analog clock face with a single hand pointing to the 9 o'clock position. The clock has tick marks for each hour and minute, but no numbers are present.

FORM DR-0404-B
REV 10-22-2007
www.uprr.com
NO SCALE

FOR LEGAL SURVEY LINE, WHERE APPLICABLE)
LINE OF SECTION____, TOWNSHIP____, RANGE____, _____MERIDIAN

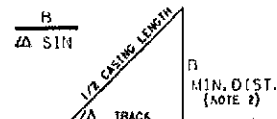


STEEL CASING WALL THICKNESS CHART		
MINIMUM THICKNESS		DIAMETER OF CASING PIPE
.2500"	1 7/8"	12" OR LESS
.3125"	5 1/8"	OVER 12" - 18"
.3750"	3 7/8"	OVER 18" - 22"
.4375"	7 1/8"	OVER 22" - 28"
.5000"	1 1/2"	OVER 28" - 34"
.5625"	9 1/8"	OVER 34" - 42"
.6250"	5 7/8"	OVER 42" - 48"

OVER 48" MUST BE APPROVED BY R. R. CO.

NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING
LENGTH WITH ANGLE OF
CROSSING OTHER THAN 90°



- (CASING LENGTH WHEN MEASURED ALONG PIPELINE.)
- NOTES:
 1. ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM Q. OF TRACK.
 2. CASING TO EXTEND BEYOND THE Q. OF TRACK AT RIGHT ANGLES THE GREATER OF $2D + 20$ FT., OR 30 FT.
 3. AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
 4. MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, Q. OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
 5. SIGNAL REPRESENTATIVE MUST BE PRESENT DURING ALL CASING LAYS. SIGNALS ARE IN THE VICINITY OF CROSSING.
 6. ALLOWANCE FOR THE OBJECT TO BE CROSSED (INCLUDE BACKWALLS OF BRIDGES) Q. OF ROAD CROSSINGS OR OVERHEAD WADUCTS (GIVE ROAD NAME), OR CULVERTS.
 7. CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN
 8. EFFECT OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? C YES; 6 NO;

B) IF YES, NAME OF STREET 950 WEST

D) DISTRIBUTION LINE C OR TRANSMISSION LINE C

C) CARRIER PIPE :

COMMODITY TO BE CONVEYED CULINARY WATER

OPERATING PRESSURE 90 PSI

WALL THICKNESS 1.23; DIAMETER 12.75; MATERIAL HDPE;

E1 CASING PIPE :	TYPE	NUMBER	AS	MATERIAL	STEEL
------------------	------	--------	----	----------	-------

WALL THICKNESS 0.375 ; DIAMETER 18 ; MATERIAL STEEL
NOTE : CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST
OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF
CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF
CARRIER PIPE AND INSIDE OF CASING PIPE.

F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):

C DRY BORE AND JACK (WET BORE NOT PERMITTED) ;

C TUNNEL ; OTHER SLIP CASING AND CARRIER THROUGH EXIST CITY CULVERT

G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? C YES; C NO;
H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND
JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 30

1) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE DOES; DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 20140108022

EXHIBIT "A"

(FOR MAIL ROOM USE ONLY)

UNION PACIFIC RAILROAD CO.

M. P. 7401 E. S. 131344

ENCASED CULINARY WATER CROSSING AT

CENTERVILLE 1000 UT

CENTERVILLE CITY CORP.

RR FILE NO. 0284684 DATE 1-20-77

W A R N I N G

IN ALL OCCASIONS, U. P. COMMUNICATIONS
DEPARTMENT MUST BE CONTACTED IN ADVANCE
OF ANY WORK TO DETERMINE EXISTENCE AND
LOCATION OF FIBER OPTIC CABLE.
PHONE : 1-800-336-9193

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering - Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support,

the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE
/ SUPERVISION / FLAGGING / SAFETY.

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

JEFFERY D. GALE
MGR TRACK MNTCE
1228 west 1500 south
Woods Cross, UT 84087
Work Phone: 801-212-4005
Cell Phone: 801 557-4410

STEVEN H. WRIGHT
MGR SIGNAL MNTCE
700 S Freeport Center - G15
Clearfield, UT 84016
Work Phone: 801-212-4012
Cell Phone: 801-786-9423

- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.

- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.
- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.
- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.
- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.
- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensor or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. **IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR**

(2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's

property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensors' officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group
Created: 9/23/05
Last Modified: 03/29/10
Form Approved, AVP-Law

EXHIBIT C
Union Pacific Railroad Company
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. Umbrella or Excess insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

PIPELINE CROSSING AGREEMENT
(Interlocal Municipal Pipeline Form)

UTA Contract #So/D/2568/P
Mile Post Location: N12.38
Latitude: 40.9291
Longitude: -111.89196
Centerville, Utah 84014

THIS PIPELINE CROSSING AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 20__ (to be dated after the final executing signature by UTA), by and between UTAH TRANSIT AUTHORITY, a public transit district organized pursuant to the laws of the State of Utah (hereinafter "UTA"), and Centerville City Corporation, a Utah corporation, with a principal address of 250 N Main Street, Centerville, Utah 84014 (hereinafter "Licensee").

RECITALS

WHEREAS, UTA is the owner of approximately 27 feet of a certain railroad corridor known as the Commuter Rail North (the "Right of Way") acquired by UTA for the development and expansion of its public transportation system;

WHEREAS, Adjacent to the UTA owned property is railroad corridor owned and operated by the Union Pacific Railroad Company;

WHEREAS, Licensee intends to construct a 12" HDPE pipeline through a 18" steel casing (the "Pipeline") which will cross at N12.38 mile post underneath the Right of Way; and

WHEREAS, Licensee desires a license for the construction, operation and maintenance of the Pipeline.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

ARTICLE I
INCORPORATED TERMS AND DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

1.1 "Construct" and "Construction" mean the initial installation of the Pipeline (or any improvements to the Pipeline) in or otherwise materially affecting the Right of Way, as well as any subsequent reconstruction, relocation, restoration or rehabilitation of the Pipeline (or any improvements to the Pipeline) in or otherwise materially affecting the Right of Way.

1.2 "Emergency Access Manager" means the person or office responsible for controlling emergency Construction and Maintenance access to the Right of Way. The

Emergency Access Manager as of the execution of this Agreement is Dispatch at (801) 287-5455. UTA may change the designated Emergency Access Manager from time to time by delivery of notice in accordance with Article XVI of this Agreement.

1.3 "Freight Operator" means any entity using the Right of Way, or any portion thereof, to provide common carrier freight operations.

1.4 "Governmental Authority" means any federal, state, municipal, local or other division of government, or any agency thereof, having or asserting jurisdiction with respect to any matter related to this Agreement.

1.5 "Hazardous Materials" mean any materials or substances: (i) which are present in quantities and in forms which require investigation, removal, cleanup, transportation, disposal, response or remedial action (as the terms "response" and "remedial action" are defined in Section 101 of the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 (23) and (24)) under any applicable federal, state or local environmental law, regulation, ordinance, rule or bylaw, as such are amended from time to time, whether existing as of the date hereof, previously enforced or subsequently amended (each hereafter an "Environmental Law"); or (ii) which are defined as "hazardous wastes," "hazardous substances," "pollutants" or "contaminants" under any Environmental Law.

1.6 "Losses" mean any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs resulting from: (i) loss of or damage to the property of any Party or Third Person; (ii) death or personal injury to the agents of any Party or to any Third Person; or (iii) the cleanup or other requirements regarding any incident involving Hazardous Materials. The term "Losses" shall not include any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs excluded from Licensee's indemnification obligations and assumed by UTA pursuant to Sections 8.1 and 8.2 of this Agreement.

1.7 "Maintain" and "Maintenance" mean the performance of any repair, restoration, rehabilitation, refurbishment, retrofitting, inspection, monitoring, observation, testing, or similar work with respect to the Pipeline (or any improvements to the Pipeline) in or otherwise materially affecting the Right of Way.

1.8 "Master Interlocal Agreement" means that certain Master Interlocal Agreement Regarding Fixed Guideway Systems Located Within Railroad Corridors, effective February 13, 2004, entered by and among UTA and the various municipalities and counties within which UTA's rights of way are situated.

1.9 "Party" and "Parties" mean UTA or Licensee, and UTA and Licensee, respectively.

1.10 "Pipeline" means the 12" HDPE pipeline through a 18" steel casing to be installed by Licensee via slip method of installation, pursuant to this Agreement and located a minimum of 6.3" feet underneath the surface of the Right of Way at Milepost Number N12.38 (Latitude 40.9291, Longitude -111.89196) of the eastern 27 feet of the Commuter Rail North Line in Centerville, Utah. The term "Pipeline" shall also apply to any and all rearrangements, modifications,

reconstruction, relocations, removals and extensions or additions concerning the Pipeline that are authorized and approved by UTA pursuant to this Agreement (unless they are the subject of a separate agreement that does not incorporate the terms hereof).

1.11 "Third Person" means any individual, corporation or legal entity other than UTA and Licensee.

1.12 "Track Improvements" mean any and all tracks, rails, ties, switches, frogs, end of track barricades or bumpers and other barricades or bumpers, derail devices, tie plates, spikes, wires, fastenings and any other appurtenances related thereto, drainage structures, grading, ballast, subgrade stabilization, crossings, tunnels, bridges, trestles, culverts, structures, facilities, leads, spurs, turnouts, tails, sidings, signals, crossing protection devices, communications systems or facilities, catenary systems and wires, poles and all other operating and non-operating appurtenances located within the Right of Way.

1.13 "UTA System" means any light rail, commuter rail, trolley, guided busway, or similar public transportation system constructed by UTA in the Right of Way as contemplated in the Master Interlocal Agreement.

1.14 "Utility" and "Utilities" mean and include all properties, facilities, utilities, crossings, encroachments, lines and similar appurtenances located within the Right of Way by permissive or prescriptive authority including, but not limited to, pipelines, tubelines, water and gas lines or mains, electrical conduits, ditches and other drainage facilities, wires, fiber optics, communication lines, sewer pipes, overhead wiring and supporting structures and appurtenances, and all similar installations.

1.15 "Work Window" means the time period designated by UTA during which Construction, Maintenance and any other work with respect to the Pipeline within the Right of Way is permissible. UTA may, at any time and at UTA's sole discretion, determine that the Work Window shall not be concurrent with any passenger operations within the Right of Way.

ARTICLE II GRANT OF LICENSE AND REAL ESTATE USAGE CHARGE

2.1 UTA customarily assesses a standard administrative fee reflecting the clerical, administrative and handling expense incurred in connection with the processing of this Agreement. The standard administrative fee has been waived consistent with the provisions of the Master Interlocal Agreement.

2.2 In consideration of the real estate usage charge to be paid by Licensee, and in further consideration of the covenants and agreements to be kept, observed and performed by Licensee hereunder, UTA hereby grants Licensee a license to Construct, Maintain and operate the Pipeline in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated 12/06/2013 and marked Exhibit "A" (Exhibit "A" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

2.3 Licensee agrees to pay UTA a one-time real estate usage charge of **\$980.91** payable on or before the date of execution. Licensee also agrees to pay an upfront Flagging cost of \$ -0- and Special Inspection cost of **\$ 280.88** (these fees are more clearly described in Section 5.1).

2.4 This License Agreement is conditioned on the provision that Licensee shall obtain all necessary permission from and comply with all the requirements of the Union Pacific Railroad Company.

ARTICLE III ACCESS TO THE RIGHT OF WAY

3.1 Except in the event of an emergency (as provided in Section 3.2 below), Licensee shall request permission from UTA at least ten days (or such shorter period as may be approved by UTA) prior to performing any Construction or Maintenance in or otherwise materially affecting the Right of Way. Licensee's request to access the Right of Way shall be specific as to the time, date and activities for which Licensee seeks permission. The request shall also include a summary of the method and manner in which the Construction or Maintenance will be performed. As part of the application process, UTA may require Licensee (and its contractors or other agents seeking access to the Right of Way) to attend any track access coordination meetings, safety training or other instruction as may be deemed necessary by UTA. Once granted, UTA's permission to enter the Right of Way shall be formalized in writing and delivered to Licensee. After permission has been granted, Licensee shall comply with all conditions, instructions and requirements of such permit and with all instructions or directions given by UTA including, if required, daily telephone notification to the applicable rail dispatch center prior to each entry into the Right of Way. All contact with UTA shall be coordinated through the person designated by UTA from time to time as set forth in Article XVI of this Agreement. Provided that Licensee complies with the provisions of this Section, UTA agrees not to unreasonably withhold, condition, or delay its approval of Licensee's request.

3.2 Licensee shall have the right to enter the Right of Way in the event of an emergency to make repairs necessary to protect against imminent and serious injury or damage to persons or property. Licensee shall take all precautions necessary to ensure that such emergency entry does not compromise the safety of any operations conducted in the Right of Way by UTA or the Freight Operator. Licensee must notify the Emergency Access Manager of the emergency access and the work being performed prior to entering the Right of Way.

ARTICLE IV CONSTRUCTION AND MAINTENANCE OF THE PIPELINE

4.1 All Construction and Maintenance with respect to the Pipeline shall be performed to the satisfaction of UTA and in accordance with the conceptual, engineering and/or design plans ("Design Plans") previously approved by UTA and attached hereto as Exhibit "A." All Construction and Maintenance with respect to the Pipeline shall be performed in a workmanlike manner, in compliance with all applicable industry standards and in compliance with the requirements of any applicable Governmental Authority. UTA may impose requirements in addition to or more stringent than industry or legal standards if UTA deems such requirements necessary for the safety of operations conducted in the Right of Way. UTA may also require additional fabrication methods, staging requirements or other precautions. All Construction and Maintenance with respect to the Pipeline shall be performed during the designated Work Window. UTA shall have the right, but not the obligation, to observe any and all work performed in or otherwise materially affecting the Right of Way in connection with the Pipeline to ensure that such work is performed in accordance with the requirements set forth in this Agreement. In its Construction or Maintenance of the Pipeline, Licensee shall not make any material deviation

from the Design Plans without UTA's prior written approval. Licensee shall submit to UTA plans setting out the method and manner of handling all work to be performed under the Track Improvements including, without limitation, the shoring and cribbing, if any, required to protect the operations of UTA, the Freight Operator or the owner of any adjacent tracks. Licensee shall not proceed with any such work until Licensee's proposed methods have been approved by UTA. The Pipeline shall be placed at the depth acceptable to UTA and shall not interfere with any Track Improvements. The Pipeline shall maintain a side clearance that is as great as reasonably possible but in no event less than eleven (11) feet from the center line of any rail.

4.2 Various Utilities exist on, over and under the surface of the Right of Way. Prior to commencing any Construction or Maintenance with respect to the Pipeline, Licensee shall properly investigate and determine the location of all such Utilities. In addition to the required investigation, Licensee shall have all Utilities in the area of the Pipeline "blue-staked" and clearly marked prior to any excavation. Licensee shall make arrangements for the protection of all Utilities and shall commence no excavation, boring or other penetration in the Right of Way until all such protection has been accomplished.

4.3 Fiber optic cable systems may be buried in the Right of Way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall be solely responsible for contacting UNION PACIFIC RAILROAD COMPANY during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) and for determining if fiber optic cable is buried near the location of the Pipeline. If so, Licensee will contact the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, make arrangements for relocation or other protection of the fiber optic cable. Licensee shall not commence any work until all such protection and/or relocation have been accomplished. Licensee shall be solely responsible for all coordination with Union Pacific and any telecommunications companies. In coordinating the relocation or protection of fiber optic cable, Licensee shall not rely on any statements, engineering drawings or other oral or written representations of UTA or its representatives. In addition to other indemnity provisions in this Agreement, Licensee shall indemnify, defend and hold the UTA Indemnitees (as defined in Section 8.1 of this Agreement) harmless from and against all Losses arising out of: (a) any damage to or destruction of any telecommunications system proximately caused by any Construction, Maintenance or other work performed by Licensee or its agents relative to the Pipeline; and/or (b) any injury to or death of any person employed by or on behalf of any telecommunications company proximately caused by any Construction, Maintenance or other work performed by Licensee or its agents relative to the Pipeline. Except to the extent that liability is assumed by UTA as set forth in Sections 8.1 and 8.2 of this Agreement, Licensee shall not have or seek recourse against UTA for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using UTA's Right of Way or a customer or user of services of the fiber optic cable on UTA's Right of Way.

4.4 Licensee shall be solely responsible for obtaining any property rights, easements, licenses, rights of way or other permission from Third Persons (collectively "Third Person Property Rights") as may be necessary to Construct, Maintain or operate the Pipeline including, without limitation, any needed permission from the owner of any adjacent railroad corridor. Licensee shall also be solely responsible for obtaining any necessary franchises, permits or other necessary approvals from Governmental Authorities (collectively "Approvals"). Licensee agrees

to pay any and all costs and expenses relating to such Third Person Property Rights or Approvals, and to assume any and all liability therefore.

4.5 Except as authorized in this Agreement or as may be immediately required for (and only at the actual time of) performance of any Construction or Maintenance contemplated under this Agreement, and then only in full compliance with all clearance standards and other safety requirements, Licensee shall not place, permit to be placed, erect, pile, store, stack, park, suffer or permit any line, building, platform, fence, gate, vehicle, car, pole, or other structure, obstruction, or material of any kind within the Right of Way.

4.6 Licensee shall Construct, Maintain and operate the Pipeline in compliance with all requirements imposed by any Governmental Authority including, without limitation, the requirements of the Federal Railroad Administration, the Occupational Safety and Health Administration and the Utah Department of Transportation. Licensee shall also Construct, Maintain and operate the Pipeline in compliance with all applicable environmental laws. The Pipeline shall be sleeved. Licensee shall take all suitable precautions to prevent any leakage or other interference with the operation of the Track Improvements or any other UTA or Third Person installations or facilities. If for any reason the Construction of the Pipeline causes interference with the operation of Track Improvements or any other UTA or Third Person installations or facilities existing prior to the Construction of the Pipeline, Licensee shall, upon notification by UTA and at Licensee's sole cost and expense, take such action as is necessary to eliminate the interference.

4.7 If, in connection with the performance of any Construction or Maintenance work, Licensee or its Contractor damages any Track Improvements, Utilities, or any other facilities, Licensee shall repair or replace such facilities with the same or similar materials, if available, as reasonably required by the Licensor, consistent with applicable Federal and State laws and regulations and to the satisfaction of the Licensor.

4.8 At the request of UTA, Licensee shall install markers identifying the location of the Pipeline and related appurtenances at the Right of Way boundaries (where the Pipeline enters and exits the Right of Way) or other locations where UTA may designate. Markers shall be installed in a form and size as may be determined by UTA and at the sole cost and expense of Licensee. UTA hereby expressly reserves the right to require Licensee to erect and maintain, at Licensee's sole cost and expense, any and all signs of any character and nature whatsoever (e.g. location of Pipeline, precautionary and/or warning signs, etc.) that UTA deems necessary or advisable in connection with the operation of the Pipeline. Licensee shall install and/or erect any marker or sign that may be required under this Section within thirty (30) days after receiving written instructions from UTA.

4.9 Upon completion of any Construction or Maintenance relating to the Pipeline, Licensee shall restore the surface of the Right of Way to its prior condition including, but not limited to, replacing any soil that was removed and thoroughly compacting it level with the adjacent surface of the ground and restoring any fences or other property that Licensee disturbed or removed from the Right of Way.

4.10 If a contractor is to perform any Construction or Maintenance contemplated in this Agreement, then the Licensee shall cause its contractor to comply with all applicable provisions of this Agreement. Additionally, Licensee shall require its contractor to execute

UTA's form Contractor's Right of Entry Agreement (the "Contractor Agreement"). Any and all contractors used by Licensee in the Construction or Maintenance of the Pipeline are subject to the approval of UTA, which approval shall not be unreasonably withheld, conditioned or delayed.

4.11 If Licensee fails to notify UTA a minimum of 10 days before the initial installation of the Pipeline or if Licensee's Contractor fails to obtain a Contractor Agreement, Licensee agrees to pay UTA an additional \$1,000 as a fee for the initial inspection of the Pipeline, together with any other additional fees incurred by UTA to verify that the Pipeline was installed as per the approved plans. Such review and verification could include exposing the line to verify the depth of and materials installed. If the Pipeline was not installed in the approved location, depth, and with the approved materials, as described in the approved plans, Licensee agrees to remove the Pipeline and reinstall it according to the approved plans at Licensee's sole cost and expense.

ARTICLE V

CONSTRUCTION OBSERVATION BY UTA – LICENSEE TO BEAR ALL COSTS

5.1 The current cost of flagging is \$688.84/day for an eight (8) hour day and \$921.83/day for a (12) hour day. The current cost for a special inspector is \$70.22/hour with a two hour daily minimum. UTA has determined that -0- hour days of flagging and two 2-hour days of Special Inspection will be needed for the construction of this Pipeline. Licensee will pre-pay \$280.88 for Flagging and a Special Inspection at or before the execution of this agreement. If after the construction of the Pipeline extra days of Flagging or Special Inspection have been collected, Licensee may submit in writing for a refund from UTA. Submission for refund will need to be submitted to UTA within 30 days of the date of completion of the Pipeline. Refunds will only be issued after confirmation from UTA operations that the flagging and special inspection days were not used.

5.2 In the event that UTA, in its sole discretion, determines that any other inspectors (technical or special), monitors, observers, safety personnel, additional flaggers or other persons are required given the nature of the Construction or Maintenance to be performed, UTA may, at its sole discretion, provide such personnel and Licensee shall, within 30 days, reimburse UTA for the reasonable costs thereby incurred.

ARTICLE VI

LICENSEE TO BEAR ALL COSTS RELATED TO PIPELINE

Except as otherwise set forth in the Master Interlocal Agreement, or in Sections 7.1 and 8.1 of this Agreement, Licensee shall be solely responsible for any and all costs incurred with respect to any Construction, Maintenance or other work related to the Pipeline.

ARTICLE VII

SUBORDINATION OF RIGHTS GRANTED - RELOCATION OF PIPELINE

7.1 The rights granted pursuant to this Agreement shall be subject and subordinate to the prior and continuing right and obligation of UTA to fully use the Right of Way, including the right and power of UTA to construct, maintain, repair, renew, use, operate, modify, or relocate new or existing Track Improvements upon, along, above, or across any or all parts of the Right of Way and other UTA property, all or any of which may be freely done at any time or times by UTA. The grant of license for the Pipeline is made without covenants of title or quiet enjoyment.

UTA makes no warranties, either express or implied, regarding the nature, extent or status of its title to the Right of Way or regarding the existence or nonexistence of Third Person rights which may be superior to the license granted pursuant to this Agreement.

7.2 Licensee shall, within 60 days after receipt of written notice from UTA, modify or relocate (or, if agreed between the Parties, allow UTA to modify or relocate) all or any portion of the Pipeline as UTA may reasonably designate. To the extent that the modification or relocation of the Pipeline is necessitated by the construction, reconstruction, modification or relocation of any UTA System, UTA shall be responsible for the costs of such relocation. To the extent that the modification or relocation of the Pipeline is necessitated because the Pipeline is conflicting with or causing interference with any UTA or Third Person Track Improvements or Utilities existing prior to the Construction of the Pipeline, then Licensee shall be responsible for the costs of such relocation. All the terms, conditions and stipulations herein expressed with reference to the Pipeline in the location described herein shall, so far as the Pipeline remains on UTA property, apply to the Pipeline as modified or relocated pursuant to this Section.

7.3 The foregoing grant is also subject to the outstanding superior rights previously conveyed or granted to Third Persons by UTA, or its predecessors in interest, and the right of UTA to renew and extend the same.

ARTICLE VIII INDEMNITY AND RELEASE

8.1 Licensee agrees to protect, defend, release, indemnify and hold harmless UTA, and any successors, contractors, officers, directors, agents and employees of UTA (the "UTA Indemnitees"), from and against any and all Losses resulting from: (a) negligence on the part of Licensee, or any employees, principals, contractors or agents of Licensee, in conjunction with any Construction, Maintenance or other work performed by or on behalf of Licensee with respect to the Pipeline; (b) negligence on the part of Licensee, or any employees, principals, contractors or agents of Licensee, in the use or operation of the Pipeline; or (c) Licensee's breach of any provision of this Agreement. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs that are proximately caused by the negligence, recklessness or willful misconduct of UTA with respect to the construction, maintenance or operation of any UTA System.

8.2 Licensee acknowledges that the Right of Way may be subject to prospective purchaser agreements and covenants not to sue that UTA has entered with the Utah Department of Environmental Quality and the United States Environmental Protection Agency. Pursuant to such agreements, UTA is required to characterize any excavated soil that appears to contain (or has the potential to contain) Hazardous Materials and to handle and dispose of any such soil in compliance with applicable state and federal laws. Under these agreements, UTA is not required to excavate any soil except as required for construction related to the installation of a UTA System. Accordingly, any excavation that Licensee performs with respect to the Pipeline exposes UTA to potential environmental liability that would not otherwise be present. As consideration for the rights granted to Licensee hereunder, Licensee agrees to assume all potential liability and responsibility for, and to indemnify and hold UTA harmless with respect to, any Losses related to the characterization and removal of any Hazardous Materials discovered during Construction or Maintenance. Licensee agrees to perform any such characterization and removal in full

compliance with all applicable state and federal environmental laws. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs related to any Hazardous Materials discovered as the result of modification or relocation work performed by or on behalf of Licensee in conjunction with the construction, reconstruction, modification or relocation of any UTA System. To the extent that either Party actually causes a release of Hazardous Materials into the Right of Way, such party shall be responsible for the characterization and removal of such Hazardous Materials and shall indemnify the other Party with respect to all losses resulting therefrom.

8.3 Licensee hereby releases UTA from, and agrees not to seek recourse against UTA with respect to, any claims, damages, fees, expenses or other losses proximately caused by Third Persons including, without limitation, Third Persons having licenses or other interests in the Right of Way. Nothing contained herein shall be construed or deemed to be a release of any Third Persons by Licensee.

8.4 The provisions of this Article shall survive the termination of this Agreement.

ARTICLE IX CLAIMS AND LIENS FOR LABOR AND MATERIALS; TAXES

9.1 Licensee shall fully pay for all materials joined or affixed to the Right of Way in connection with the Pipeline, and for all labor performed with respect to the Pipeline. Licensee shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee.

9.2 Licensee shall promptly pay or discharge all taxes, charges and assessments assessed or levied upon, in respect to, or on account of the Pipeline to prevent the same from becoming a charge or lien upon the Right of Way and so that any taxes, charges and assessments levied upon or with respect to such property shall not be increased because of the Pipeline or any improvements, appliances, or fixtures connected therewith.

ARTICLE X TERMINATION

10.1 UTA may terminate this Agreement if: (a) Licensee ceases to use the Pipeline in an active and substantial way for any continuous period of 1 year; (b) Licensee continues in default with respect to any provision of this Agreement for a period of 30 days after UTA delivers written notice to Licensee identifying the nature of Licensee's breach of this Agreement; provided, however that if the nature of Licensee's breach is such that it cannot be cured within such 30-day period, Licensee shall not be deemed in default if Licensee commences to cure the breach within 30 days and thereafter diligently continues to remedy the breach; or (c) Licensee removes the Pipeline from the Right of Way.

10.2 Termination of this Agreement for any reason shall not affect any of the rights, obligations or liabilities that have accrued prior to or concurrent with such termination.

ARTICLE XI INSURANCE

11.1 During the life of this Agreement, Licensee shall, at its sole cost and expense, obtain and maintain the insurance described in Exhibit "B" (Exhibit "B" is attached hereto and hereby incorporated into and made a part of this Agreement by reference). Licensee will also provide to UTA a Certificate of Insurance, identifying UTA Contract Number SO/D/2568/P, issued by its insurance carrier confirming the existence of such insurance and indicating that the policy or policies contain the following endorsement:

"Utah Transit Authority is named as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with the pipeline crossing located on railroad right of way at Mile Post N12.38 at or near Centerville, Davis County, Utah"

11.2 Failure to maintain insurance as required shall entitle, but not require UTA to terminate this License immediately.

11.3 If Licensee is a public entity subject to any applicable statutory governmental immunity laws, the limits of insurance described in Exhibit "B" shall be the limits the Licensee then has in effect or that are required by applicable current or subsequent law, whichever is greater, a portion of which may be self insured with the consent and approval of UTA. Licensee does not waive any of its rights of entitlements to governmental immunity and limitations on liability to UTA or to Third Persons under the Utah Governmental Immunity Act.

11.4 Licensee hereby acknowledges that it has reviewed the requirements of Exhibit "B", including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

ARTICLE XII REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT

Upon termination of this Agreement pursuant to Article X hereof, Licensee shall, if requested in writing by UTA and at Licensee's sole cost and expense, remove the Pipeline from the Right of Way and shall restore, to the satisfaction of UTA, such portions of the Right of Way to at least as good a condition as such were in at the time that Licensee first entered the Right of Way. If Licensee fails to do the foregoing within a reasonable time, UTA may, at its option, perform such removal and restoration work at the expense of Licensee. Licensee shall reimburse UTA for the costs incurred in any restoration or removal work performed under this Article within 30 days after receipt of the bill therefore. In the event UTA removes the Pipeline pursuant to this Article, UTA shall in no manner be liable to the Licensee for any damage sustained by Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any other right of action, including the recovery of damages, that UTA may have against the Licensee. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE XIII ASSIGNMENT

Licensee may not assign this Agreement, in whole or in part, or any rights herein granted, without UTA's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Licensee may assign this Agreement and its rights hereunder as part of a consolidation with an entity that: (a) is a successor governmental entity to Licensee; (b) is annexed with, merged into or consolidated with Licensee; or (c) that acquires substantially all of the assets of Licensee provided, however, that in any of the above instances such entity seeking an assignment under this Article must, as a condition to such assignment, assume all terms and conditions of this Agreement without limitation.

ARTICLE XIV SUCCESSORS AND ASSIGNS

Subject to the provisions of Article XIII, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their officers, employees, representatives, successors and assigns.

ARTICLE XV SEVERABILITY

This Agreement is executed by the Parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate division hereof shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.

ARTICLE XVI NOTICES

Except as specifically provided elsewhere in this Agreement, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the addresses set forth herein. Addresses for notice may be changed by giving ten (10) days written notice of the change in the manner set forth herein.

If to UTA:

Utah Transit Authority
Attn: Property Management
P.O. Box 30810
Salt Lake City, UT 84130-0810

With a Copy to:

Utah Transit Authority
Attn: General Counsel
P.O. Box 30810
Salt Lake City, UT 84130-0810

If to Licensee:

Centerville City
Attn: City Manager
250 N. Main Street
Centerville City, Utah 84014

**ARTICLE XVII
NO IMPLIED WAIVER**

The waiver by UTA of the breach by Licensee of any condition, covenant or agreement herein contained shall not impair any future ability of UTA to avail itself of any remedy or right set forth in this Agreement. Neither the right of supervision by UTA, nor the exercise or failure to exercise such right, nor the approval or failure to disapprove, nor the election by UTA to repair or reconstruct all or any part of the work contemplated by this Agreement shall be deemed a waiver of any of the obligations of Licensee contained or set forth in this Agreement.

**ARTICLE XVIII
ENTIRE AGREEMENT - COUNTERPARTS**

This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by an authorized representatives of each Party. This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

**ARTICLE XIX
FORUM SELECTION AND CHOICE OF LAW**

This Agreement shall be construed and interpreted under the laws of the State of Utah and the parties agree that any action or proceeding brought concerning this Agreement may be brought only in the courts of Salt Lake County, Utah, and each party hereto hereby consents to the jurisdiction of such courts.

**ARTICLE XX
SPECIAL PROVISIONS**

Special provisions, if any, are included in the attached Exhibit "C" (Exhibit "C" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

Reviewed and Approved as to Form for UTA

UTAH TRANSIT AUTHORITY

UTA Engineering

By: _____
Paul Edwards
Senior Program Manager

UTA Legal

By: _____
Mailia Lauto'o
Manager, Property Administration

By: _____
Rick Roller
Property Administrator

**Centerville City Corp.
LICENSEE**

By: _____

EXHIBIT "A"
DESIGN PLANS

[Insert engineering drawings showing the proposed crossing including proposed construction methods, shoring and cribbing requirements and milepost location]

EXHIBIT "B"
INSURANCE REQUIREMENTS

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance:** Policy providing coverage for death, personal injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. The policy shall contain broad form contractual liability insurance covering the indemnity obligations assumed by Licensee in the Agreement. Exclusions for railroads (except where the Pipeline is in all places more than 50 feet from any railroad tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed. Coverage provided on a "claims made" form shall provide for at least a two-year extended reporting and discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.
 - a. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site.
- B. **Automobile Liability Insurance:** Policy providing bodily injury, property damage and uninsured vehicles coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the commercial general liability insurance.
- C. **Worker's Compensation and Employer's Liability Insurance:** Policy covering Licensee's statutory liability under the laws of the State of Utah. If Licensee is self-insured, evidence of State approval must be provided.
- D. **Railroad Protective Liability Insurance (RRPLI):** During construction and maintenance within 50 feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee's Contractor must maintain "Railroad Protective Liability" insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.
 - a. If the Licensee and/or Licensee's Contractor is not enrolling for this coverage under UTA's blanket RRPLI program, the policy provided must have the definition of "JOB LOCATION" AND "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement.
- E. **Umbrella or Excess Insurance:** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

F. Other Insurance Provisions:

- a. Licensee and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Licensee's insurance shall be primary with respect to any insurance carried by UTA. Licensee will furnish UTA at least 30 days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- b. The required insurance policy(ies) shall be written by a reputable insurance company with a current AM Best's Insurance Guide Rate of A better, or as may otherwise be acceptable to UTA. Such insurance company shall be authorized to transact business in the State of Utah.
- c. The fact that insurance is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by UTA shall not be limited by the amount of the required insurance coverage. Notwithstanding the foregoing, nothing herein shall be deemed to waive Licensee's rights of entitlement to governmental immunity and limitations set forth in the Utah Governmental Immunity Act.

**SUBMITTING REQUESTS FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE**
(\$2,000,000 per occurrence/ \$6,000,000 aggregate)

Application forms for inclusion in Utah Transit Authority's Blanket Railroad Protective Liability Insurance Policy may be obtained from a Property Administrator.

If you have questions regarding railroad protective insurance (i.e. premium quotes, application) please contact David Pitcher at:

Phone: (801) 287-2371
Email: dcpitcher@rideuta.com

Send Checks and Applications to the following address:

Utah Transit Authority
Attn: David Pitcher
3600 South 700 West
P.O. Box 30810
Salt Lake City, UT 84130-

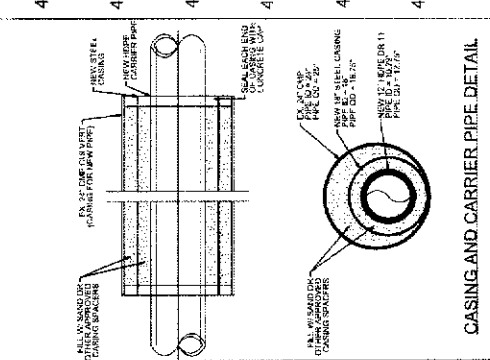
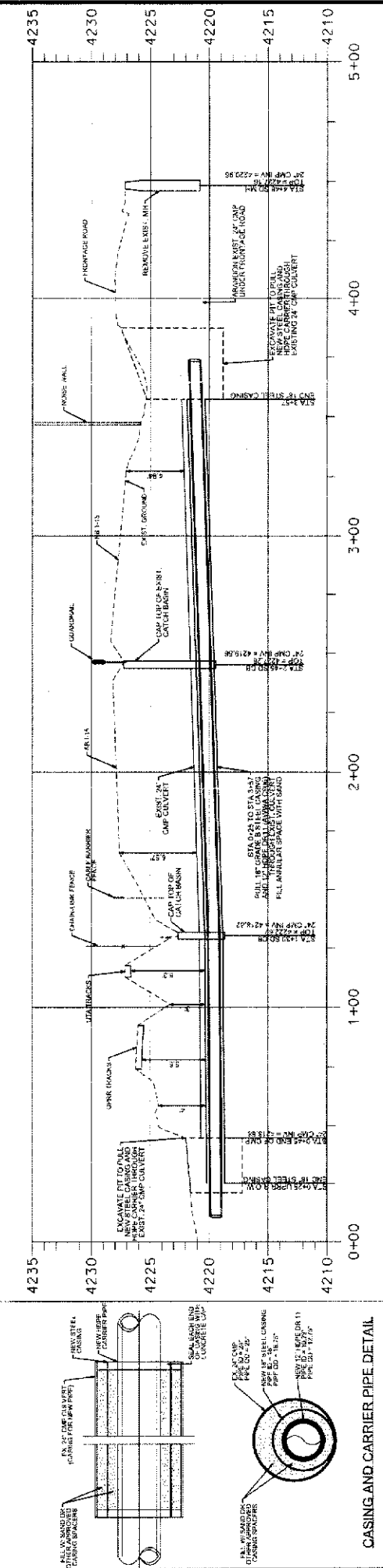
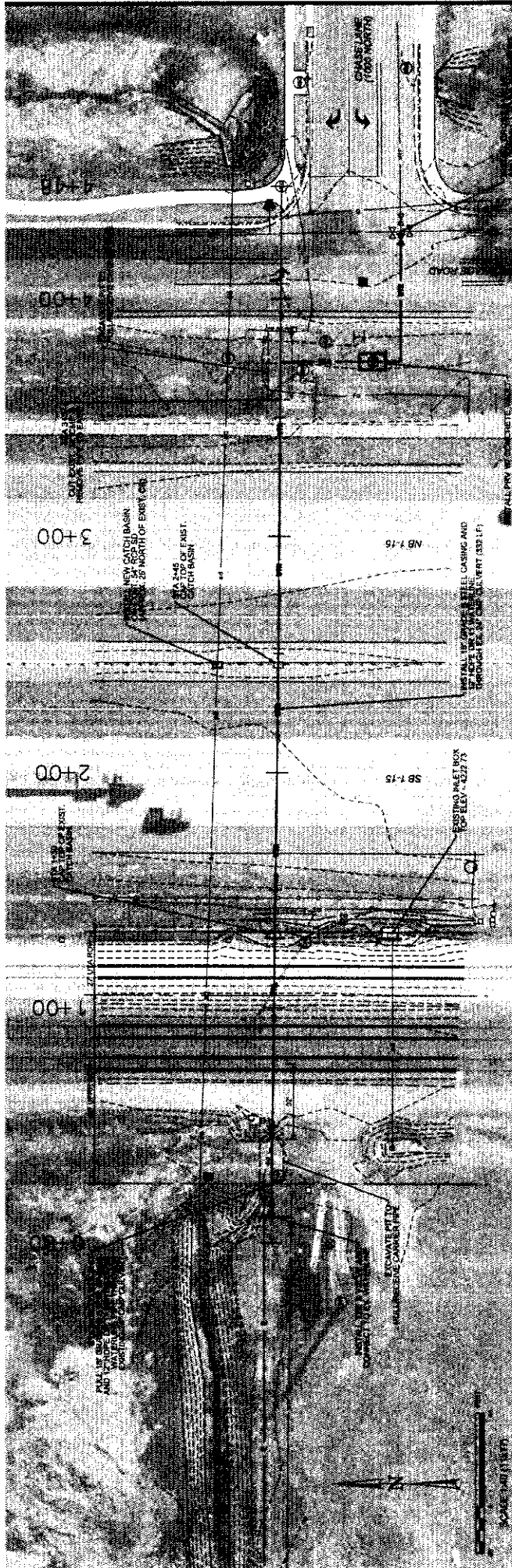
EXHIBIT "C"
SPECIAL PROVISIONS

Licensee or Licensee's contractor must first obtain a Frontrunner Track Access Permit from UTA before any access will be allowed on UTA property. The contact person for obtaining a Frontrunner Track Access Permit is Andres Alarcon at (801) 381-3475.

A copy of the permit that will need to be filled out and submitted can be found on UTA's website, under the Track Access Permit tab.

www.rideuta.com/PropertyManagement

Note: Track Access Permits will not be issued without first having an executed Contractor's Right of Entry Agreement, UTA having received proof of insurance as provided in the Right of Entry Agreement, and verification that the Contractor and all of the Contractor's Employees have gone through UTA's Roadway Worker Training.



CONCEPTUAL PLAN & PROFILE

CENTERVILLE CITY
CHASE LANE WATERLINE
1-15 (MP 320) @ 1000 NORTH

TWS 8/28/14

ESI ENGINEERING
CONSULTING ENGINEERS AND LAND SURVEYORS
300 SOUTH MAIN STREET, SUITE 200
DANVILLE, OHIO 44019
TEL: (800) 283-1352

REVISION	DATE	BY	DESCRIPTION

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
35284centerville.cp; CV002

Space above for County Recorder's use
PARCEL I.D.# 02-013-0056

RIGHT-OF-WAY AND EASEMENT GRANT

35284

CENTERVILLE CITY

a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 6, Township 2 North, Range 1 East, Salt Lake Base and Meridian;

Beginning at a point on Grantor's West property line, said point being 1601.79 feet along Section line South 0°29'40" West and West 2897.78 feet from the Northeast Corner of Section 6, Township 2 North, Range 1 East, Salt Lake Base and Meridian; thence South 80°33'10" East 82.74 feet; thence South 9°26'50" West 20.0 feet; thence North 80°33'10" West 78.91 feet to the Grantor's West line and a point on a non-tangent curve; thence along the 546.0 foot radius curve to the Left for 20.36 feet, chord bears North 1°23'46" West 20.36 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect,

make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20__.

CENTERVILLE CITY

ATTEST:

Title: _____

By: _____
Title: _____

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20__ personally appeared before me _____, and _____ who, being duly sworn, did say that they are the _____ and _____, respectively, of _____, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Municipal Council or its Bylaws, and said _____ and _____ acknowledged to me that said municipal corporation duly executed the same.

Notary Public

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
34597centerville.cp; CV003

Space above for County Recorder's use
PARCEL I.D.# 06-006-0092

RIGHT-OF-WAY AND EASEMENT GRANT

34597

CENTERVILLE CITY

a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point on the Southerly right-of-way line of 725 North Street, a 60-foot public street, said point being North 1300.33 feet and East 923.98 feet from the Center of Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian (basis of bearing being North 23°10'28" East from the Center of said Section 12 to "Radar") and running thence along said right-of-way line South 89°53'30" East 52.08 feet; thence leaving said right-of-way line South 00°23'09" West 32.29 feet; thence North 89°30'39" West 39.98 feet; thence North 00°13'12" East 12.00 feet; thence North 89°35'34" West 12.00 feet; thence North 00°13'12" East 19.97 feet, more or less, to the point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect,

make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
34608centerville.cp;

CV004

Space above for County Recorder's use
PARCEL I.D.# 02-099-0050

RIGHT-OF-WAY AND EASEMENT GRANT

34608

CENTERVILLE CITY CORPORATION

a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian;

Beginning at a point on the West right-of-way line of 100 East Street, which lies 1264.35 feet North 89°46'44" West along Section line and 3586.75 feet South from the Northeast Corner of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian (said point of beginning also being 487.34 feet South 89°38'31" East along monument line to the center of 100 East Street, thence along the centerline of 100 East Street 489.84 feet North 00°39'29" East and thence 33.00 feet West from a found monument at the intersection of Main Street and 100 North Street, Centerville, Utah); running thence along the West right-of-way line of 100 East Street, South 00°39'29" West 10.00 feet; thence leaving said right-of-way line, South 89°54'02" West 192.95 feet; thence South 00°08'51" East 45.50 feet; thence North 89°54'02" East 192.31 feet, more or less, to the West right-of-way line of 100 East Street; thence along said West right-of-way line of 100 East Street, South 00°39'29" West 10.00 feet; thence leaving said right-of-way line, South 89°54'02" West 186.17 feet; thence along a 45.00 foot

radius non-tangent curve to the Right a distance of 51.69 feet (chord bears South 32°27'46" West 48.89 feet); thence South 00°08'51" East 26.68 feet; thence North 89°39'20" West 39.55 feet; thence North 00°08'51" West 9.21 feet; thence South 89°42'06" East 9.96 feet; thence North 00°18'06" East 10.80 feet; thence South 89°39'20" East 13.50 feet; thence North 00°08'51" West 18.60 feet; thence along a 29.00 foot radius non-tangent curve to the Left a distance of 42.90 feet (chord bears North 42°13'53" East 39.09 feet); thence North 00°08'51" West 65.75 feet; thence North 89°54'02" East 203.09 feet, more or less, to the point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.
2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.
3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.
4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.
5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.
6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising

out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20____.

CENTERVILLE CITY CORPORATION

ATTEST:

By: _____
Title: _____

By: _____
Title: _____

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20____ personally appeared before me _____, and _____ who, being duly sworn, did say that they are the _____ and _____, respectively, of CENTERVILLE CITY CORPORATION, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said _____ and _____ acknowledged to me that said corporation duly executed the same.

Notary Public

Marsha Morrow

From: matt robertson <matt.robertson@esieng.com>
Sent: Friday, September 12, 2014 11:48 AM
To: Steve Thacker
Cc: kevin campbell; Marsha Morrow; Dave Walker; Mike Carlson
Subject: Drainage Maintenance 2014-15, NOA
Attachments: Drainage Maint. 2014-15 Bid Tabulation.pdf; 00 51 00 Notice of Award 2014-15.pdf

Steve,

We received and opened two bids this morning for the Drainage Maintenance Project. We also had a third bidder that decided the day before the bid to not submit a bid. The bids were as follows:

1. Twin D Environmental Services: \$ 96,710.00
2. Professional Pipe Services: \$121,490.00

We recommend awarding the contract to Twin D for the amount of \$96,710.00. The City has been very happy with their services in the past years and feel that they do a good job. I have attached the bid tabulation and the Notice of Award. You'll notice on the bid tabulation that I included the unit prices from Twin D that we had on the past contract. They lowered some of their unit prices quite a bit; their bid was lower this time around even with an additional line item for hydro-excavation that was added to this year's bid.

We are also planning to allow the option to renew the contract for the following two fiscal years after this one if they are willing to hold their unit prices. This is the same thing that we did on the previous contract. This option is mentioned in the NOA.

Let me know if there are any questions.

Thanks,

Matt Robertson, P.E.
ESI Engineering, Inc.

3500 South Main St.
Salt Lake City, UT 84115
801.263.1752 (office)
801.644.6680 (mobile)
www.esieng.com



BID TABULATION FOR CENTERVILLE CITY

Bid Opening: September 12, 2014

Drainage Maintenance Project 2014-15 - Project #14-107				Twin D Environmental Services (2014)		Professional Pipe Services (2014)		Twin "D" (2014 Bid)	
Item	Description	Amounts	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total
Pipe Cleaning - (including cleaning log)									
1	4" dia. pipe	300	LF	\$0.40	\$120.00	\$0.40	\$120.00	\$0.40	\$120.00
2	6" dia. pipe	2,300	LF	\$0.40	\$920.00	\$0.95	\$2,185.00	\$0.40	\$920.00
3	8" dia. pipe	8,500	LF	\$0.45	\$3,825.00	\$0.95	\$8,075.00	\$0.45	\$3,825.00
4	10" dia. pipe	1,200	LF	\$0.55	\$660.00	\$1.05	\$1,260.00	\$0.55	\$660.00
5	12" dia. pipe	100	LF	\$0.55	\$55.00	\$1.05	\$105.00	\$0.55	\$55.00
6	Hourly	250	HR	\$170.00	\$42,500.00	\$185.00	\$46,250.00	\$200.00	\$50,000.00
Video Inspection - (including video tape)									
7	6" dia. pipe	2,000	LF	\$0.60	\$1,200.00	\$0.50	\$1,000.00	\$0.60	\$1,200.00
8	8" dia. pipe	8,000	LF	\$0.45	\$3,600.00	\$0.45	\$3,600.00	\$0.45	\$3,600.00
9	10" dia. pipe	2,000	LF	\$0.60	\$1,200.00	\$0.45	\$900.00	\$0.60	\$1,200.00
10	12" dia. pipe	100	LF	\$0.60	\$60.00	\$0.45	\$45.00	\$0.60	\$60.00
11	15" dia. Pipe	5,000	LF	\$0.60	\$3,000.00	\$0.50	\$2,500.00	\$0.60	\$3,000.00
12	18" dia. pipe	2,000	LF	\$0.60	\$1,200.00	\$0.50	\$1,000.00	\$0.60	\$1,200.00
13	21" dia. pipe	200	LF	\$0.60	\$120.00	\$0.50	\$100.00	\$0.60	\$120.00
14	24" dia. pipe	500	LF	\$0.70	\$350.00	\$0.60	\$300.00	\$0.70	\$350.00
15	27" dia. pipe	500	LF	\$0.70	\$350.00	\$0.60	\$300.00	\$0.70	\$350.00
16	30" dia. pipe	500	LF	\$0.70	\$350.00	\$0.70	\$350.00	\$0.70	\$350.00
17	36" dia. pipe	500	LF	\$0.80	\$400.00	\$0.70	\$350.00	\$0.80	\$400.00
18	42" dia. pipe	500	LF	\$0.80	\$400.00	\$0.70	\$350.00	\$0.80	\$400.00
19	Hourly	200	HR	\$100.00	\$20,000.00	\$185.00	\$37,000.00	\$160.00	\$32,000.00
Miscellaneous									
20	Protruding lateral removal	1	EA	\$500.00	\$500.00	\$250.00	\$250.00	\$600.00	\$600.00
21	Root removal - (including root saw or chain)	20	HR	\$200.00	\$4,000.00	\$0.00	\$0.00	\$250.00	\$5,000.00
22	Mobilization & Traffic Control (including emergency "call-outs")	1	LS	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00
23	Hydro-Excavation for utility potholing	70	HR	\$170.00	\$11,900.00	\$185.00	\$12,950.00	\$0.00	\$0.00
Total					\$96,710.00		\$121,490.00		\$103,410.00

Memorandum

To: Steve Thacker

From: Paul Child 

Date: September 12, 2014

Re: Taser Purchase

In the 2014-15 budget year, the Police Department submitted a request to include funds to purchase 12 Tasers; this request was approved and adopted. All of our officers are issued Tasers, and most of the Tasers are out of date and in need of replacement. It is recommended that Tasers be replaced every five years; however, many of the Tasers we have in use today are much older. Tasers have proven time and again to be a very effective tool for our officers in safely taking a combative or non-compliant person into custody. Without any doubt the Tasers have prevented injury to both our officers and arrestees. The use of these Tasers by the officers so far has been conservative and with good use of discretion. Officers receive yearly refresher training on the proper use and justification of the Tasers.

Taser International has given us a quote for 12 Tasers at a guaranteed price of \$873.85 per Taser if ordered before the end of this month, after which the price may go up slightly. Included with a standard purchase is a one year full replacement warranty. Taser offers a plan called the "Taser Assurance Plan" which will provide us with a five year full replacement warranty and at the end of the five years we would receive 12 additional new Tasers. The total cost of the Assurance Plan, paid over a five year period, equates to \$760.00 per Taser. This means that we would have a full warranty on the 12 Tasers we purchase now, and at the end of the five years we would receive 12 additional Tasers. To pay for the Assurance Plan we would pay \$240 for the first year and then \$2,220.00 for the following four years. After the five years, when we receive the 12 new Tasers, we will have the option to enroll in the Assurance Plan again if desired.

I am asking for approval to purchase 12 Tasers, along with needed battery packs, holsters, and cartridges at this time which will total \$12,274.50 (see attached Quote). I am also requesting permission to sign on with the Taser Assurance Plan at a cost of \$240 this year and \$2,220.00 in years 2-5 of the contract (\$760.00 per Taser). I believe that the Taser will be a tool which Law Enforcement will continue to use for many years to come. Taser International is the "sole source" as no other company makes a similar device due to patents obtained by them.

TASER International

Protect Truth

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (888) 708-8634

Paul Child
(801) 292-8441
(801) 296-2078
pechild@centervilleut.com

Bill To:
Centerville Police Dept. - UT
250 N. Main Street
Centerville, UT 84014
US

Ship To:
Paul Child
Centerville Police Dept. - UT
250 N. Main Street
Centerville, UT 84014
US



TASER

Quotation

Quote: Q-16392-1

Date: 8/27/2014 10:06 AM

Quote Expiration: 9/30/2014

Contract Start Date*: 9/30/2014

Contract Term: 5 years

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Kelsey Denzer	(480) 905-2074	kdenzer@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

This quote reflects a discount for the upgrade program, based upon the number of units that you have indicated will be destroyed. The Certificate of Destruction, provided by TASER, must be completed and submitted with your signed quote/purchase order to obtain the upgrade credit. The credit is reflected as a reduction to the first year payment or your upfront payment for the TASER Assurance Plan, due with your hardware purchase. Please see <http://www.taser.com/upgrade> for current program details.

Upfront hardware/TAP Year 1/Net
30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
12	11003	HANDLE, YELLOW, CLASS III, X26P	873.85	USD 10,486.20	USD 0.00	USD 10,486.20
12	85058	TASER ASSURANCE PLAN CEW, X26P		USD 0.00	USD 0.00	USD 0.00
12	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	185.00	USD 2,220.00	USD 1,980.00	USD 240.00
12	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	51.75	USD 621.00	USD 0.00	USD 621.00
12	11010	XPPM, BATTERY PACK, X26P	61.95	USD 743.40	USD 0.00	USD 743.40
18	44200	Cartridge - 21'	23.55	USD 423.90	USD 0.00	USD 423.90

Upfront hardware/TAP Year 1/Net 30 Total: USD 14,494.50

Upfront hardware/TAP Year 1/Net 30 Net Price: USD 12,514.50

TAP Payment Year 2-2015

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
12	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	185.00	USD 2,220.00	USD 0.00	USD 2,220.00
TAP Payment Year 2-2015 Total:						USD 2,220.00
TAP Payment Year 2-2015 Net Price:						USD 2,220.00

TAP Payment Year 3-2016

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
12	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	185.00	USD 2,220.00	USD 0.00	USD 2,220.00
TAP Payment Year 3-2016 Total:						USD 2,220.00
TAP Payment Year 3-2016 Net Price:						USD 2,220.00

TAP Payment Year 4-2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
12	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	185.00	USD 2,220.00	USD 0.00	USD 2,220.00
TAP Payment Year 4-2017 Total:						USD 2,220.00
TAP Payment Year 4-2017 Net Price:						USD 2,220.00

TAP Payment Year 5-2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
12	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	185.00	USD 2,220.00	USD 0.00	USD 2,220.00
TAP Payment Year 5-2018 Total:						USD 2,220.00
TAP Payment Year 5-2018 Net Price:						USD 2,220.00

Subtotal	USD 21,394.50
Estimated Shipping Cost	USD 159.57
Grand Total	USD 21,554.07

Marsha Morrow

From: matt robertson <matt.robertson@esieng.com>
Sent: Monday, September 15, 2014 4:00 PM
To: Steve Thacker
Cc: kevin campbell; Marsha Morrow; Mike Carlson
Subject: Pine Hills Subd. Waterline - Revised NOA for Anchored Exc.
Attachments: 00 51 00 Notice of Award - Anchored.pdf; Pine Hills Waterline - Bid Tabulation.pdf

Steve,

Attached is the NOA for the Pine Hills Waterline for Anchored Excavation for \$11,486.90. The bid tabulation is attached as well.

As you are aware, Kapp Construction was the low bidder and we originally recommended award of the project to them. The developer, Joani Evans, has now requested that we award the contract to Anchored Excavation since they are planning to complete the rest of the utility and site work for the development. She is aware that it will be awarded for Anchored's bid which is \$1,092.35 more than Kapp's bid.

We have asked Anchored to provide us with references from other municipal culinary water projects and this recommendation of award is contingent upon receiving those references. Let me know if you have any questions.

Thanks,

Matt Robertson, P.E.
ESI Engineering, Inc.

3500 South Main St.
Salt Lake City, UT 84115
801.263.1752 (office)
801.644.6680 (mobile)
www.esieng.com



BID TABULATION FOR CENTERVILLE CITY

Note: All culinary waterline pipe and parts will be furnished by Centerville City

Pine Hills Subdivision Waterline - Project #14-048				Kapp Construction		Anchored Excavation		MDI Excavation	
Item No.	Description	Amounts	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Install 10" x 6" tapping tee including thrust block and 6" gate valve	1	EA	\$1,415.00	\$1,415.00	\$1,100.00	\$1,100.00	\$1,200.00	\$1,200.00
2	Install 6" C900 PVC waterline	25	LF	\$17.20	\$430.00	\$5.00	\$125.00	\$10.00	\$250.00
3	Install new fire hydrant assembly including thrust block	1	EA	\$975.00	\$975.00	\$680.00	\$680.00	\$1,100.00	\$1,100.00
4	Install 10" x 1-1/2" saddle and corporation stop	1	EA	\$900.00	\$900.00	\$360.00	\$360.00	\$400.00	\$400.00
5	Install 1-1/2" poly water service line	25	LF	\$10.75	\$268.75	\$10.00	\$250.00	\$10.00	\$250.00
6	Install new double meter box with (2) 3/4" yoke assemblies	1	EA	\$475.00	\$475.00	\$560.00	\$560.00	\$425.00	\$425.00
7	Install 3/4" copper water service line	20	LF	\$10.75	\$215.00	\$10.00	\$200.00	\$10.00	\$200.00
8	Remove and replace curb and gutter as necessary	20	LF	\$50.00	\$1,000.00	\$4.80	\$96.00	\$100.00	\$2,000.00
9	Remove sidewalk as necessary (replacement by others)	36	SF	\$13.30	\$478.80	\$5.55	\$199.80	\$25.00	\$900.00
10	Remove and haul away existing asphalt including saw-cut (replacement by others)	180	SF	\$3.60	\$648.00	\$2.22	\$399.60	\$7.00	\$1,260.00
11	Excavate and haul away native material	20	CY	\$10.50	\$210.00	\$18.00	\$360.00	\$40.00	\$800.00
12	Excavate, stockpile and backfill with native material	20	CY	\$5.30	\$106.00	\$16.00	\$320.00	\$30.00	\$600.00
13	Import sand bedding	25	TN	\$14.25	\$356.25	\$15.20	\$380.00	\$15.00	\$375.00
14	Import untreated base course	15	TN	\$14.45	\$216.75	\$17.10	\$256.50	\$15.00	\$225.00
15	Mobilization and Traffic Control	1	Lump Sum	\$2,700.00	\$2,700.00	\$6,200.00	\$6,200.00	\$5,000.00	\$5,000.00
Total Bid (Items 1-15)					\$10,394.55		\$11,486.90		\$14,985.00

Water Line for PINE HILL SUBDIVISION Project # 14-048

BID RESULTS FOR: WATERLINE PARTS

Date 9/15/2014

- | | | |
|----|-----------------------|------------|
| 1. | WR. White | \$4,304.69 |
| 2. | Freguson | \$4,748.20 |
| 3. | Mountain State Supply | \$4,777.20 |
| 4. | HD Supply | No Bid |
| 5. | Western Water Works | No Bid |

We have reviewed the bid for materials from WR. White for \$4,599.57, which includes tax. We recommend awarding this bid to WR.White and find they meet all of the specifications.

Respectfully submitted,

Michael Carlson
Water Department Supervisor

MC/sd

CENTERVILLE CITY COUNCIL

Staff Backup Report 9/16/2014

Item No. 4.

Short Title: Public Hearing - Zoning Ordinance Text Amendments - Apiaries/Beekeeping

Initiated By: City Council and Planning Commission

Scheduled Time: 7:25

SUBJECT

Consider Zoning Ordinance Text Amendments regarding the use and regulation of Apiaries/Beekeeping - Consider Ordinance No. 2014-18

RECOMMENDATION

Approve Ordinance No. 2014-18 amending Chapter 12-36 (Table of Uses) and enacting Section 12-55-250 of the Zoning Ordinance regarding supplemental development standards for apiaries/beekeeping.

BACKGROUND

On August 27, 2014, the Planning Commission reviewed and recommended approval of proposed amendments to the Centerville Zoning Ordinance regarding apiaries/beekeeping. The Staff Transmittal Report for this application is attached.

ATTACHMENTS:

Description

- ☐ Staff Report re Code Text Amendments
- ☐ PC Recommended Zoning Ordinance Amendments re Apiaries/Beekeeping
- ☐ Ordinance No. 2014-18-Apiaries/Beekeeping
- ☐ PC Staff Report - 8-13-14
- ☐ PC Staff Report - 8-27-14
- ☐ 8-27-2014 Planning Commission minutes - PC recommendation for Apiaries/Beekeeping

**CENTERVILLE CITY
COMMUNITY DEVELOPMENT DEPARTMENT
655 North 1250 West, Centerville, Utah 84014
(801) 292-8232**

STAFF TRANSMITTAL REPORT

DATE: AUGUST 27, 2014

TO: STEVE THACKER, CITY MANAGER

FROM: CORVIN M. SNYDER, AICP, COMMUNITY DEVELOPMENT DIRECTOR

APPLICANT: CENTERVILLE CITY COUNCIL
C/O PAUL CUTLER, MAYOR
250 NORTH MAIN STREET
CENTERVILLE, UTAH 84014

APPLICATION: ZONING CODE TEXT AMENDMENTS

APPLICANT REQUEST: AMEND CENTERVILLE CITY ZONING ORDINANCES –
APIARY REGULATIONS

PC RECOMMENDATION: RECOMMEND APPROVAL OF THE ZONING
CODE TEXT AMENDMENTS

BACKGROUND

After further consideration early this year, the Centerville City Council removed the prohibition of apiary uses. As part of that decision, the Council directed the Planning Staff to prepare necessary Zoning Text Amendments to create minimal regulatory standards related to the keeping of bees.

PROPOSED ZONING TEXT CHANGES

As directed by the City Council, Planning Staff has prepared changes to the Zoning Ordinance, which have been attached with this report and were submitted to the Planning Commission for their consideration and recommendation. The amendments can be summarized as follows:

- Edit and remove the term "*apiary*" from the definition of "*animal specialties*"
- Add a new definition for the term "*apiary*"
- Allow "*apiaries*" as a permitted accessory use for A-L and R-L Zones, without need to obtain a permit or approval to conduct the use
- Adopt some basic "*beekeeping*" standards that reflect best management practices for beekeeping

RECOMMENDATION

On August 27, 2014, the Planning Commission recommended to the City to **recommend APPROVAL** of the proposed text amendments (*attached with this report*), as requested by the City Council.

Suggested reasons for the action:

- a. The Planning Commission finds that decisions regarding a legislative application are based on the "reasonably debatable" standard.
- b. The Planning Commission finds that there are no generalized or specific statements within the General Plan concerning the keeping and use of animals; including beekeeping, for private or commercial use.
- c. The Planning Commission finds that there is a public interest in establishing regulations relating to the use and keeping of animals that promotes the general welfare of the community.
- d. The Planning Commission finds that the proposed text amendments regarding beekeeping are consistent with previous legislative decisions, specifically concerning how animals and their associated elements are currently regulated within the City's Zoning Ordinance.
- e. The Planning Commission finds that other cities have or are adopting their own local beekeeping regulations, which seemingly are consistent with best management practices, to address the needs and practices for allowing apiaries.

Planning Commission Vote (6-0):

Commissioner	Yes	No	Not Present
Hirschi (Chair)	X		
Hirst	X		
Johnson	X		
Kjar	X		
Merrill			X
Randall	X		
Ince	X		

PROPOSED AMENDMENTS

CHAPTER 12-12 - Definitions:

[edit] **Animal Specialties:** *The production of small animals and associated products. Typical uses include chicken and turkey raising, egg production, ~~apiaries~~, and aviaries.*

[add] **Apiaries (beekeeping):** *"Apiary" means any place where one or more colonies of bees are located for personal or commercial use.*

TABLE 12-36 - Table of Uses Allowed

Agricultural Uses	
[add] Apiaries (aka; beekeeping)	<i>The keeping and management of bees are subject to Chapter 12-55-Supplementary Development Standards, Section 12-55-250</i>

Section 12-55-Supplemental Development Standards

[add] 12-55-250. *Apiaries (beekeeping).* The following criteria relates to the keeping of one or more colonies of bees within the City.

(a) [add] *Allowance.* The keeping of bees shall be allowed as a permitted use within the Agricultural– Low (A-L) or Residential – Low (R-L) Zones. All apiaries within these zones are permitted for personal, family, and recreational enjoyment, without need of obtaining any approval or permit from the City. However, such allowance does not relieve any person or entity from complying with the provisions of this section or other applicable County or State regulations. Apiaries shall not be kept for a commercial production purpose, which is considered an agricultural industry use.

(b) [add] *Unlawful Conduct.* It shall be unlawful for any beekeepers to keep any colony or colonies in such a manner or of such disposition as to cause any unhealthy condition, interfere with the normal use and enjoyment of human or animal life of others, or interfere with the normal use and enjoyment of any public property or property of others.

(c) [add] *Flyways.* In each instance in which any colony is situated within 25 feet of a public or private property line of the parcel, tract, or property upon which the apiary is situated, as measured from the nearest point on the hive to the property line, the beekeeper shall establish

Apiaries Regulations Proposed

and maintain a flyway barrier at least 6 feet in height consisting of a solid wall, fence, dense vegetation or combination thereof that is parallel to the property line and extends 10 feet beyond the colony in each direction so that all bees are forced to fly at an elevation of at least 6 feet above ground level over the property lines in the vicinity of the apiary.

(d) *[add] Water.* Each beekeeper shall ensure that a convenient source of water is available to the bees at all times during the year so that the bees will not be encouraged to congregate at swimming pools, pet watering bowls, bird baths or other water sources where they may cause human, bird or domestic pet contact.

(e) *[add] Beekeeping Equipment.* Each beekeeper shall ensure that no unused or abandoned bee comb or other beekeeping equipment are left upon the grounds of an apiary site. Upon removal from a colony, all such equipment shall promptly be disposed of in a sealed container or placed within a secured building or other bee proof enclosure.

(f) *[add] Number of Colonies.* It shall be unlawful to keep more than the following number of colonies on any parcel, tract, or property within the city, based upon the size or configuration of the tract on which the apiary is situated:

- i. one-quarter acre or less tract size – up to two colonies
- ii. more than one-quarter acre to one-half acre tract size – up to four colonies
- iii. more than one-half acre to one acre tract size – up to six colonies
- iv. more than one acre tract size – up to eight colonies

(g) *[add] Nuisance.* It shall be unlawful for any person to keep any colony or associated beekeeping equipment in a manner contrary to the provisions of this section. Any such violation shall be deemed a nuisance and shall be subject to enforcement procedures found in Chapter 12-23- of this Title and/or be subject to the provisions of any other applicable enforcement procedures deemed necessary to remedy a violation.

ORDINANCE NO. 2014-18

AN ORDINANCE AMENDING CHAPTER 12-36 (TABLE OF USES ALLOWED) OF THE CENTERVILLE CITY ZONING ORDINANCE REGARDING APIARIES AND ENACTING SECTION 12-55-250 OF THE SAME REGARDING SUPPLEMENTAL DEVELOPMENT STANDARDS FOR APIARIES

WHEREAS, the City Council directed Staff to prepare necessary Zoning Ordinance amendments to create minimal regulatory standards related to the keeping of bees; and

WHEREAS, Staff has prepared recommended changes to the Zoning Ordinance regarding the keeping of bees as more particularly provided herein; and

WHEREAS, City Council has determined that the proposed revisions to the Zoning Ordinance regarding the keeping of bees are in the best interest of the City and the public health, safety and welfare; and

WHEREAS, the proposed amendments to the Zoning Ordinance as set forth herein have been reviewed by the Planning Commission and the City Council and all appropriate public hearings have been held in accordance with Utah law to obtain public input regarding the proposed revisions to the Zoning Ordinance.

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

Section 1. Amendment. Chapter 12-36 (Table of Uses Allowed) of the Centerville City Zoning Ordinance is hereby amended to address apiaries as follows:

Zones															
Agricultural Uses	A-L	A-M	R-L	R-M	R-H	PF-L	PF-M	PF-H	PF-VH	C-M	C-H	C-VH	I-M	I-H	I-VH
Apiaries	The keeping and management of bees are subject to Chapter 12-55-Supplementary Development Standards, Section 12-55-250, state statutes and/or other applicable codes or regulations. Centerville City does not regulate or enforce the practice of beekeeping within the City's municipal limits.														

Section 2. Amendment. Chapter 12-55 of the Centerville City Zoning Ordinance is hereby amended to add Section 12-55-250 regarding apiaries, to read in its entirety as follows:

12-55-250. Apiaries (Beekeeping).

The following criteria relates to the keeping of one or more colonies of bees within the City.

(a) *Allowance.* The keeping of bees shall be allowed as a permitted use within the Agricultural– Low (A-L) or Residential – Low (R-L) Zones. All apiaries within these zones are permitted for personal, family, and recreational enjoyment, without need of obtaining any approval or permit from the City. However, such allowance does not relieve any person or entity from complying with the provisions of this section or other applicable County or State regulations. Apiaries shall not be kept for a commercial production purpose, which is considered an agricultural industry use.

(b) *Unlawful Conduct.* It shall be unlawful for any beekeepers to keep any colony or colonies in such a manner or of such disposition as to cause any unhealthy condition, interfere with the normal use and enjoyment of human or animal life of others, or interfere with the normal use and enjoyment of any public property or property of others.

(c) *Flyways.* In each instance in which any colony is situated within 25 feet of a public or private property line of the parcel, tract, or property upon which the apiary is situated, as measured from the nearest point on the hive to the property line, the beekeeper shall establish and maintain a flyway barrier at least 6 feet in height consisting of a solid wall, fence, dense vegetation or combination thereof that is parallel to the property line and extends 10 feet beyond the colony in each direction so that all bees are forced to fly at an elevation of at least 6 feet above ground level over the property lines in the vicinity of the apiary.

(d) *Water.* Each beekeeper shall ensure that a convenient source of water is available to the bees at all times during the year so that the bees will not be encouraged to congregate at swimming pools, pet watering bowls, bird baths or other water sources where they may cause human, bird or domestic pet contact.

(e) *Beekeeping Equipment.* Each beekeeper shall ensure that no unused or abandoned bee comb or other beekeeping equipment are left upon the grounds of an apiary site. Upon removal from a colony, all such equipment shall promptly be disposed of in a sealed container or placed within a secured building or other bee proof enclosure.

(f) *Number of Colonies.* It shall be unlawful to keep more than the following number of colonies on any parcel, tract, or property within the city, based upon the size or configuration of the tract on which the apiary is situated:

¼ acre or less tract size – up to two (2) colonies

Over ¼ acre to ½ acre track size – up to four (4) colonies

Over ½ acre to 1 acre tract size – up to six (6) colonies

Over 1 acre tract size – up to eight (8) colonies

(g) *Nuisance.* It shall be unlawful for any person to keep any colony or associated beekeeping equipment in a manner contrary to the provisions of this section. Any such violation shall be deemed a nuisance and shall be subject to enforcement procedures found in Chapter 12- 23- of this Title and/or be subject to the provisions of any other applicable enforcement procedures deemed necessary to remedy a violation.

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

Section 4. Omission Not a Waiver. The omission to specify or enumerate in this ordinance those provisions of general law applicable to all cities shall not be construed as a waiver of the benefits of any such provisions.

Section 5. Effective Date. This Ordinance shall become effective immediately upon publication or posting, or thirty (30) days after passage, whichever occurs first.

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

ATTEST:

CENTERVILLE CITY

Marsha L. Morrow, City Recorder

By: _____
Mayor Paul A. Cutler

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Averett	_____	_____
Councilmember Fillmore	_____	_____
Councilmember Higginson	_____	_____
Councilmember Ivie	_____	_____
Councilmember Wright	_____	_____

**CENTERVILLE CITY
COMMUNITY DEVELOPMENT DEPARTMENT
655 North 1250 West, Centerville, Utah 84014
(801) 292-8232**

**STAFF REPORT
AGENDA: ITEM 3**

**APPLICANT: CENTERVILLE CITY COUNCIL
C/O PAUL CUTLER, MAYOR
250 NORTH MAIN STREET
CENTERVILLE, UTAH 84014**

APPLICATION: ZONING CODE TEXT AMENDMENTS

**APPLICANT REQUEST: AMEND CENTERVILLE CITY ZONING ORDINANCES TO
REMOVE APIARIES (*i.e. beekeeping*) FROM THE
DEFINITION OF ANIMAL SPECIALTIES AND ALLOW
THEM AS A PERMITTED USE, WITH MINIMAL
REGULATIONS**

**RECOMMENDATION: PLANNING STAFF RECOMMENDS APPROVAL OF THE
ZONING CODE TEXT AMENDMENTS**

BACKGROUND

After further consideration early this year, the Centerville City Council directed the Planning Staff to prepare necessary Zoning Text Amendments to remove the prohibition of “apiaries” and allow such use within the City. Furthermore, the Council voted unanimously to create minimal regulatory standards related to the keeping of bees.

PROPOSED ZONING TEXT CHANGES

As directed by the City Council, Planning Staff has prepared changes to the Zoning Ordinance, which have been attached with this report and can be summarized as follows:

- Remove the term “*apiary*” from the definition of “*animal specialties*”
- Add a new definition for the term “*apiary*”
- Allow “*apiaries*” as a permitted accessory use for A-L and R-L Zones, without need to obtain a permit or approval to conduct the use
- Adopt some basic “*beekeeping*” standards that reflect best management practices for beekeeping

ZONE TEXT AMENDMENT APPROVAL STANDARDS - SECTION 12-21-080(e)

1. Is the proposed amendment consistent with the goals, objectives and policies of the City’s General Plan?

Within the City's General Plan, there are no generalized or specific statements concerning the keeping and use of animals, including beekeeping, for private or commercial use.

Staff Response: The Planning Staff believes the General Plan goals, objectives, and policies are unbiased concerning the proposed text amendments. Notwithstanding the absence of such a preference, it appears from staff's review, there are many specific policies addressing the raising and use of animals within the Zoning Ordinances.

OTHER CONSIDERATIONS

Current Legislative Policy and Consistency

A decision to amend the Zoning Ordinance provisions is considered a legislative proceeding (see *Section 12-21-080, General Decision-Making Standards*). Decisions regarding a legislative application are based on the "reasonably debatable" standard. The decision-making authority is to determine what action, in its judgment, will:

- ✓ Reasonably promote the public interest
- ✓ Conserve the values of adjacent properties
- ✓ Avoid incompatible development
- ✓ Encourage appropriate use and development
- ✓ Promote the general welfare of the community

Staff Response: In considering these above listed principles and related existing zoning regulations, the Planning Staff believes that the proposed amendments regarding beekeeping are generally consistent with previous legislative decisions, specifically concerning how animals and their associated elements are currently regulated within the City's Zoning Ordinance.

PLANNING STAFF RECOMMENDATION

Staff Suggested Action - I hereby make a motion for the Planning Commission to **recommend APPROVAL** of the proposed text amendments, as attached with this report.

Suggested reasons for the action:

- a. The Planning Commission finds that decisions regarding a legislative application are based on the "reasonably debatable" standard.
- b. The Planning Commission finds that there are no generalized or specific statements within the General Plan concerning the keeping and use of animals; including beekeeping, for private or commercial use.
- c. The Planning Commission finds that there is a public interest in establishing regulations relating to the use and keeping of animals that promotes the general welfare of the community.
- d. The Planning Commission finds that the proposed text amendments regarding beekeeping are consistent with previous legislative decisions, specifically concerning how animals and their associated elements are currently regulated within the City's Zoning Ordinance.
- e. The Planning Commission finds that other cities have or are adopting their own local beekeeping regulations, which seemingly are consistent with best management practices, to address the needs and practices for allowing apiaries.

**CENTERVILLE CITY
COMMUNITY DEVELOPMENT DEPARTMENT
655 North 1250 West, Centerville, Utah 84014
(801) 292-8232**

**STAFF REPORT
AGENDA: ITEM 1**

APPLICANT: **CENTERVILLE CITY COUNCIL
C/O PAUL CUTLER, MAYOR
250 NORTH MAIN STREET
CENTERVILLE, UTAH 84014**

APPLICATION: **ZONING CODE TEXT AMENDMENTS**

APPLICANT REQUEST: **AMEND CENTERVILLE CITY ZONING ORDINANCES TO
REMOVE APIARIES (i.e. beekeeping) FROM THE
DEFINITION OF ANIMAL SPECIALTIES AND ALLOW
THEM AS A PERMITTED USE, WITH MINIMAL
REGULATIONS**

RECOMMENDATION: **PLANNING STAFF RECOMMENDS APPROVAL OF THE
ZONING CODE TEXT AMENDMENTS**

BACKGROUND

At the Planning Commissions' previous meeting, "*Commissioner Johnson made a motion to table this item until the next Planning Commission meeting. He suggested Commissioners take time to further research beekeeping with regard to various property sizes. He also requested that staff review setbacks and provide a recommendation on applying setbacks to the proposed apiary amendment. The motion was seconded by Commissioner Hirst and passed by unanimous roll-call vote (4-0).*"

REQUESTED SETBACKS REVIEW BY STAFF

As indicated in staff's previous written and verbal reports to the Commission, the Council requested that the Beekeeping Ordinance be drafted with minimal regulations. In staff's research, the best management practices recommended by the various clubs and extension services focus entirely on the issue of constructing a six (6) foot flyway barrier to encourage bees to reach an acceptable altitude as they cross over a property boundary on their way to a food resource.

The issue of setbacks seems to be marginally relevant to the keeping of bees and may be more of a comfort regulation for a next-door property. The previously shown pictures at an earlier Commission meeting was an incident related to a rouge "re-queening" in the neighbors tree. Such re-queening incidents can occur at any time and any place, which staff believes is immaterial to

any setback regulation. Staff does not believe that a setback would have much of a bee behavior mitigation, unless it's set at a substantial distance (e.g. 200 yards vs. 10 feet). Furthermore, the Ordinance is drafted in a manner that the keeping of bees is a "non-permit" right, subject to the basic best management practices for the keeping of bees. Therefore, staff drafted a generalized policy covering the overarching expectation as a replacement to setting any particular synthetic setback, as follows:

[add] "Unlawful Conduct. It shall be unlawful for any beekeepers to keep any colony or colonies in such a manner or of such disposition as to cause any unhealthy condition, interfere with the normal use and enjoyment of human or animal life of others, or interfere with the normal use and enjoyment of any public property or property of others."

PLANNING STAFF RECOMMENDATION

Staff Suggested Action - I hereby make a motion for the Planning Commission to **recommend APPROVAL** of the proposed text amendments, as attached with this report or as modified by the Commission.

Suggested reasons for the action:

- a. The Planning Commission finds that decisions regarding a legislative application are based on the "reasonably debatable" standard.
- b. The Planning Commission finds that there are no generalized or specific statements within the General Plan concerning the keeping and use of animals; including beekeeping, for private or commercial use.
- c. The Planning Commission finds that there is a public interest in establishing regulations relating to the use and keeping of animals that promotes the general welfare of the community.
- d. The Planning Commission finds that the proposed text amendments regarding beekeeping are consistent with previous legislative decisions, specifically concerning how animals and their associated elements are currently regulated within the City's Zoning Ordinance.
- e. The Planning Commission finds that other cities have or are adopting their own local beekeeping regulations, which seemingly are consistent with best management practices, to address the needs and practices for allowing apiaries.

1 **PLANNING COMMISSION MINUTES OF MEETING**

2 **Wednesday, August 27, 2014**

3 **7:00 p.m.**

4
5 A quorum being present at Centerville City Hall, 250 North Main Street, Centerville,
6 Utah. The meeting of the Centerville City Planning Commission was called to order at 7:05 p.m.

7
8 **MEMBERS PRESENT**

9 David P. Hirschi, Chair

10 Gina Hirst

11 William Ince

12 Logan Johnson

13 Scott Kjar

14 Debra Randall

15
16 **MEMBERS ABSENT**

17 Kevin Merrill

18
19 **STAFF PRESENT**

20 Corvin Snyder, Community Development Director

21 Brandon Toponce, Assistant Planner

22 Lisa Romney, City Attorney

23 Katie Rust, Recording Secretary

24
25 **VISITORS**

26 Interested citizens (see attached sign-in sheet)

27
28 **OPENING COMMENT**

Commissioner Debra Randall paid tribute to the late Frank
Hirschi, former Centerville Mayor and father of Chair
David Hirschi

30
31
32 **LEGISLATIVE PRAYER**

Commissioner Logan Johnson

33
34 **PLEDGE OF ALLEGIANCE**

35
36 **MINUTES REVIEW AND APPROVAL**

37
38 The minutes of the August 13, 2014 Planning Commission meeting were reviewed.
39 Chair Hirschi and Commissioners Randall and Hirst requested amendments. Commissioner
40 Johnson made a motion to approve the minutes as amended. Commissioner Hirst seconded
41 the motion, which passed by unanimous vote (6-0).

42
43 **PUBLIC HEARING - CODE TEXT AMENDMENTS - APIARIES/BEEKEEPING**
44 **(TABLED FROM AUGUST 13, 2014 MEETING)**

45
46 At the August 13, 2014 Planning Commission meeting Commissioner Johnson
47 recommended staff review setbacks and provide a recommendation on applying setbacks to the
48 proposed apiary amendment. Cory Snyder, Community Development Director, stated that the
49 City Council requested that the Beekeeping Ordinance be drafted with minimal regulations. In
50 staff's research, the best management practices recommended by the various clubs and
51 extension services focus entirely on the issue of constructing a six-foot flyway barrier to

Products

Transit Shelters

Vanguard

Vista

Venturo

Avanti

Palladian

Contemporary

Classic

Old Towne

Colonial

Traditional

High Capacity & BRT Shelters

Custom Shelters

Bicycle Shelters

Smoking Shelters

Canopies

Street Furniture

Advertising Displays & Signage

Solar Lighting

LED Ad Displays

Newspaper Ad Boxes

Custom Designed Solutions

[« Return To Main Product Menu](#)

Custom Shelters





[About Us](#)

[Products](#)

[Featured Projects](#)

[News & Events](#)

[Contact Us](#)

[Request Information](#)

[Online Plant Tour](#)

1-877-329-1907

[Search](#)

Products

Products

Transit Shelters

Vanguard
Vista
Venturo
Avanti
Palladian
Contemporary
Classic
Old Towne
Colonial
Traditional
High Capacity & BRT Shelters

Custom Shelters

Bicycle Shelters
Smoking Shelters
Canopies
Street Furniture
Advertising Displays & Signage
Solar Lighting
LED Ad Displays
Newspaper Ad Boxes
Custom Designed Solutions

[« Return To Main Product Menu](#)

Custom Shelters



Custom transit and bus shelter design is a proprietary product of Daytech.

Daytech can customize a shelter to your exact needs.

Over the years, we've built shelters for many different purposes;

- Ticket vending machines (TVM's)
- Card-locks
- Group mailboxes
- Cart corrals

We can work from any of our standard shelter 'families' or develop a unique look.

Using 3D design software, Daytech can prepare realistic renderings depicting what we will build. You can be confident that you get the look you want.

[Sitemap](#) | [Privacy & Legal](#) | [Online Tour](#)

Copyright 2012 Daytech Limited

Daytech Limited is North America's leading manufacturer of transit shelters, bicycle shelters, smoking shelters, bus shelters, covered walkways & entryways, advertising displays & signage, solar lighting and street furniture. From design through fabrication to installation, Daytech can provide a complete solution.

UTA Passenger Amenities Information Sheet

The information sheet should be a cost guide for improving a bus stop into a ADA compliant pad with room for typical amenities consistent with UTA.

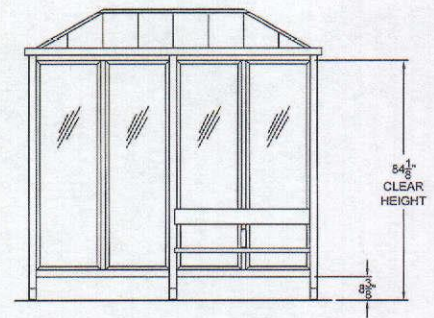
Cost are approximate and depend on many variables some of which are listed below:

1. If the site is first located within public right of way (ROW)
2. If land purchase is required from private party
3. If full survey and ROW documentation is required
4. Zoning, easement, encroachment or permitting issues
5. If retaining wall, curb or asphalt is required beyond flatwork

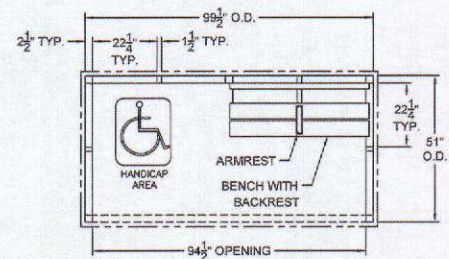
Funding for passenger amenities used by UTA comes through Federal Grants and requires adherence to numerous federal clauses and processes.

Discuss with your UTA planner on how matching funds or contributing certain aspects of work can accelerate your projects.

Task	Cost Estimate
Survey, Engineering, Right of Way Documentation	\$2,500 - \$3,500
Property Easement or Purchase	\$0 - \$2,000
Flatwork and ADA Compliance	\$5,000 - \$15,000
6 foot Bench	\$500
Trash Can	\$500
Standard 4' x 8' Shelter	\$5,000
Approximate Total	\$13,500 - \$26,500



FRONT ELEVATION



PLAN VIEW



Decorative 6' bench = \$700



Standard 6' bench = \$400

Recent Examples



Task	Cost
Survey, Engineering, ROW	\$3,500
Property Easement	\$ 0
Flatwork, Railing, ADA Ramp work	\$15,000
6 foot Bench	\$ 0
Trash Can	\$500
Cantilever 4' x 8' Shelter	\$5,000
Total	\$24,000



Task	Cost
Survey, Engineering, ROW	\$2,500
Property Easement	\$ 0
Flatwork and ADA Compliance	\$5,000
6 foot Bench	\$ 0
Trash Can	\$500
Cantilever 4' x 8' Shelter	\$5,000
Total	\$13,000

New Shelter Model in Use



Cantilever Shelter (28' x 8')
used in tight spaces



Standard 4' x 8' shelter

UTA Amenities

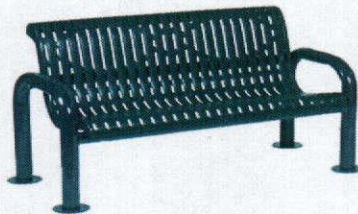


UTA Benches currently installed at Salt Lake Central

Some available benches that meet "Buy America" regulation



8 foot bench = \$1,100



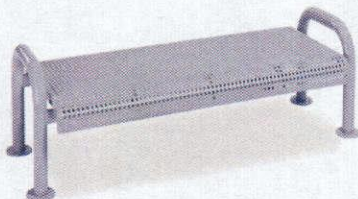
6 foot bench = \$700



6 foot bench = \$400



8 foot bench = \$1,000



6 foot bench = \$650



6 foot bench = \$400



Plate Covers = \$100

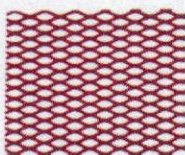


Arm braces = \$50 each



\$600

Available Patterns for benches



Diamond



Perforated

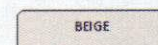


Rib Pattern



Slat

Available Colors



BEIGE



SLATE BLUE



CRANBERRY



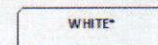
TEAL



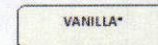
PURPLE



ORANGE*



WHITE*



VANILLA*



BROWN



BLACK



BRONZE



GRAY



RED



BLUE



YELLOW



KELLY GREEN

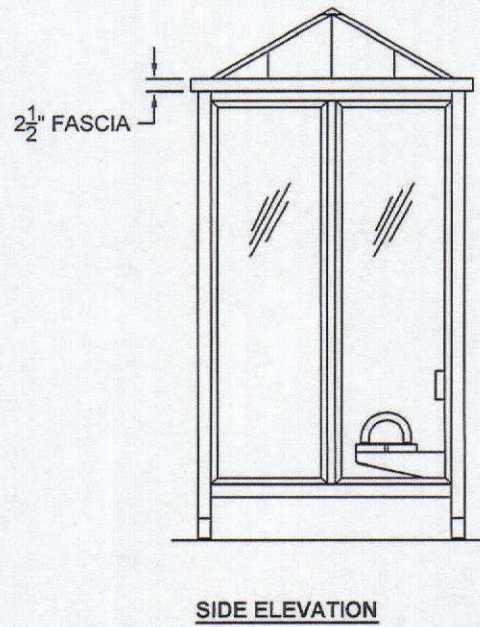
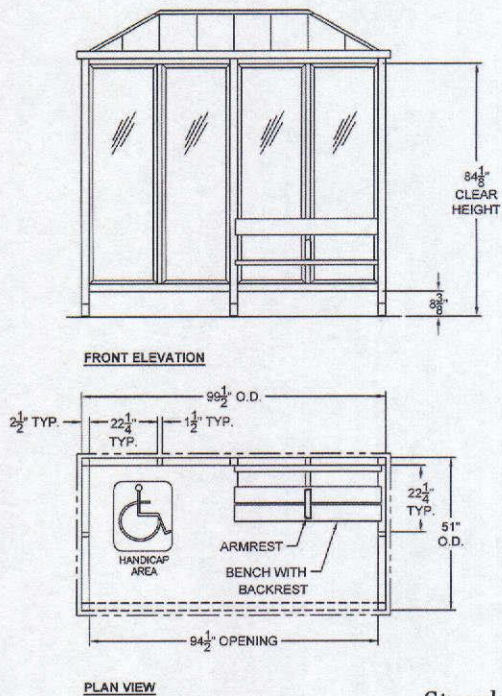


GREEN

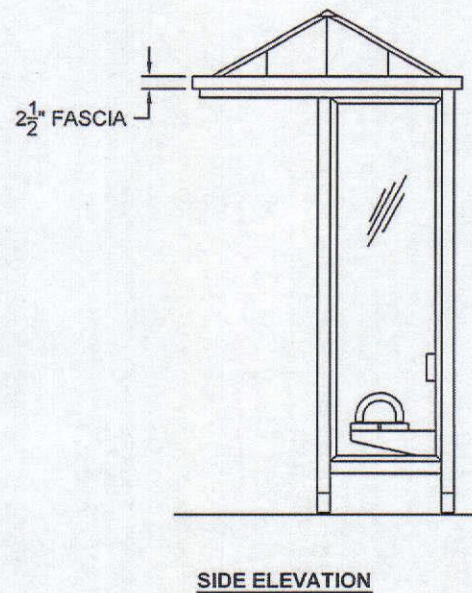
*White, Vanilla & Orange only in frame colors.

Prices are approximate and do not include freight, handling, and other fees/taxes

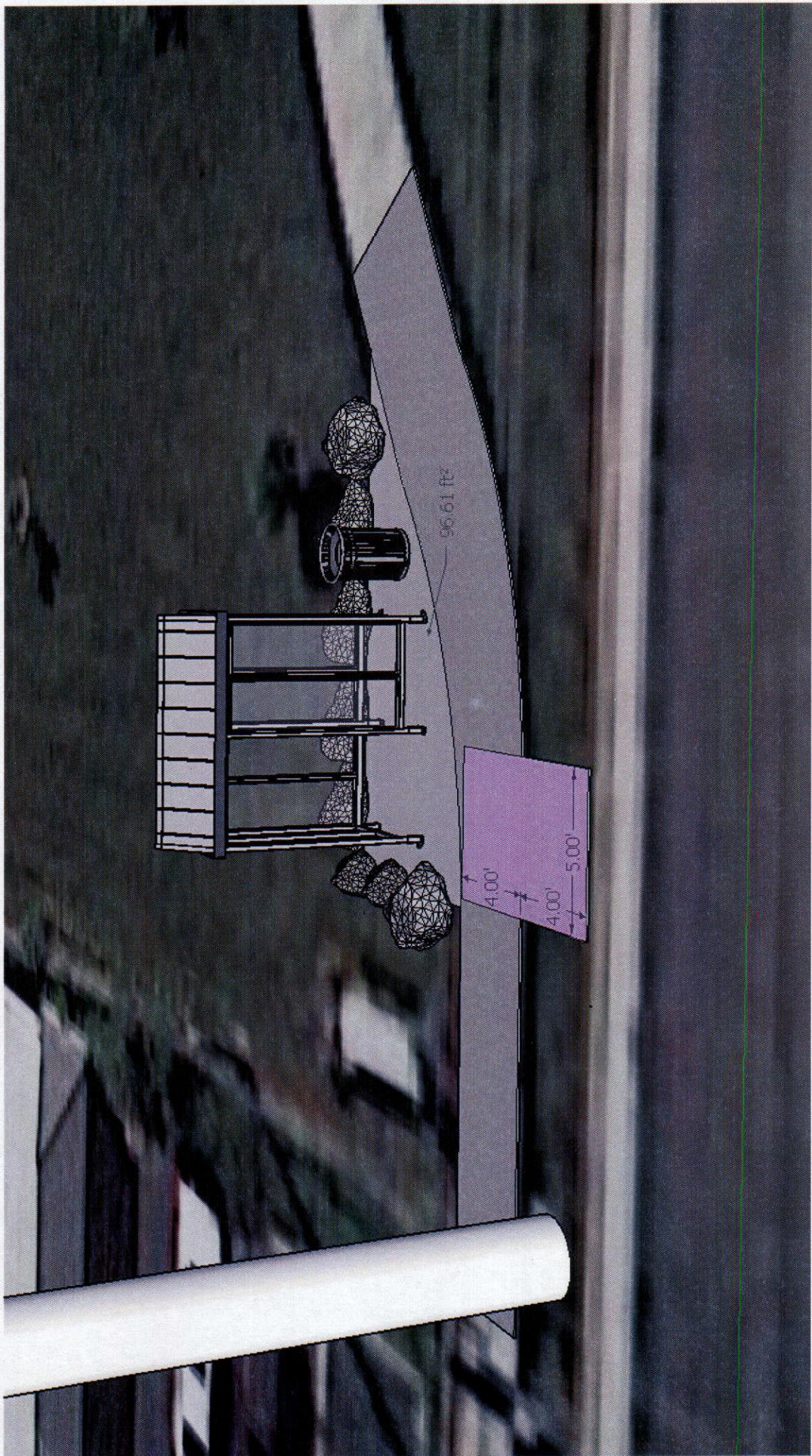
UTA Shelters currently in use

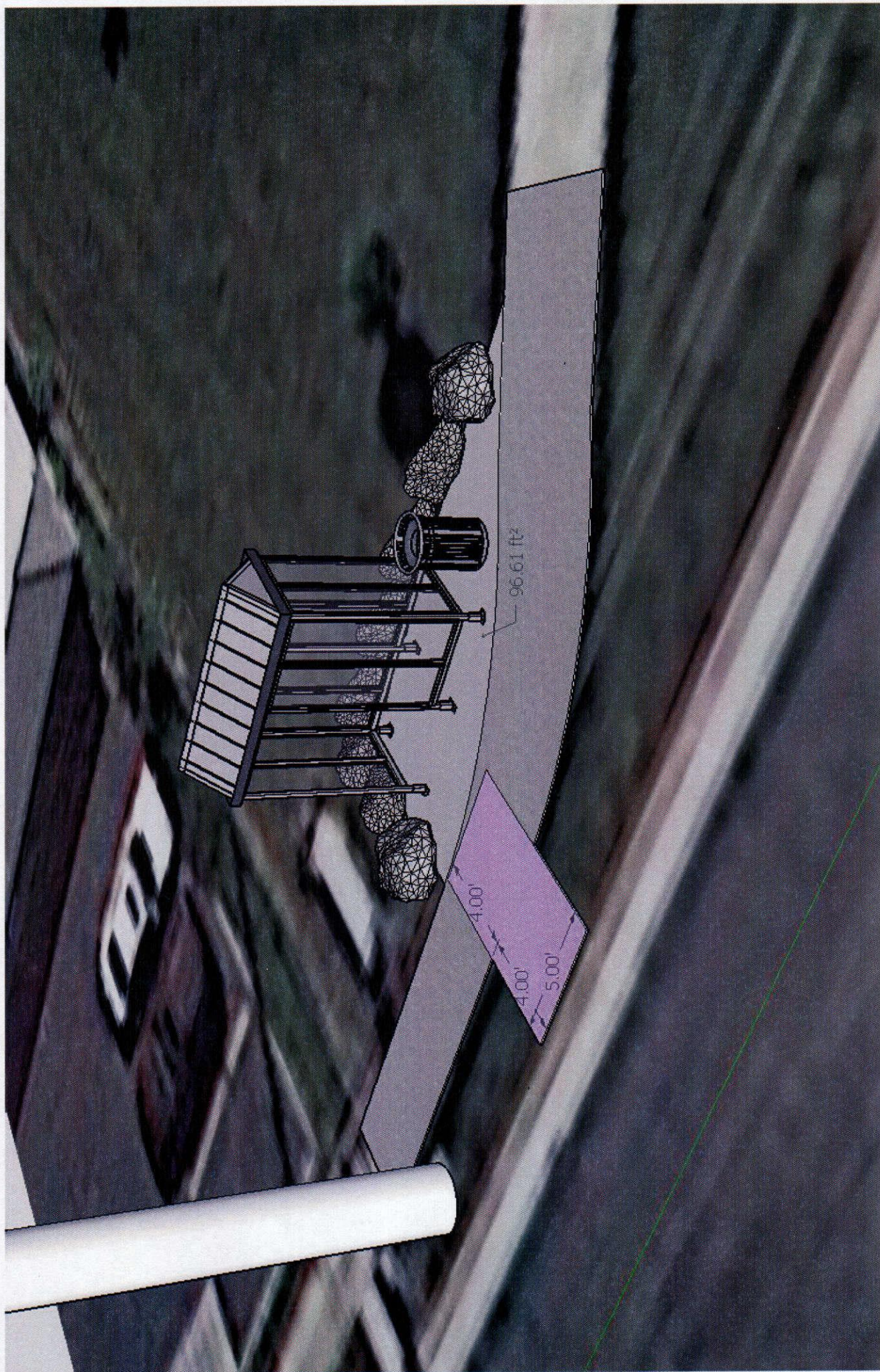


Standard 4' by 8' shelter = \$5,000



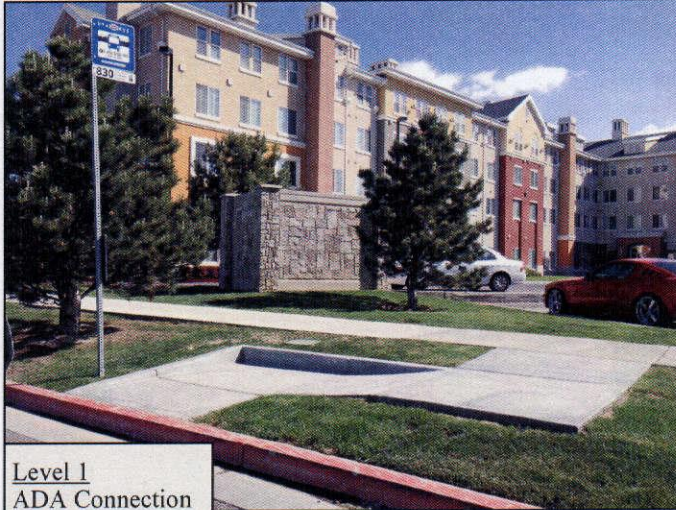
Cantilever 4' by 8' shelter = \$5,000 (28" deep x 8' wide)





Levels of Improvements for UTA Bus Stops

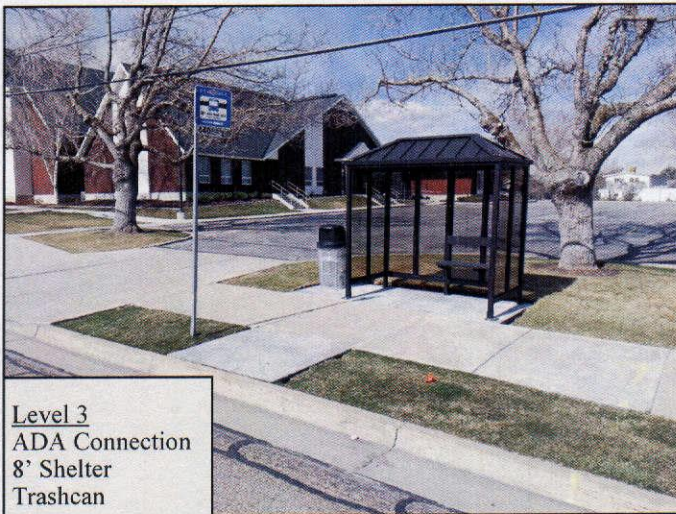
All stops must begin with a level 5' wide by 8' long ADA landing zone which is connected to sidewalk.
Amenities above this are determined by boardings and level of service.
See below for examples of the common amenity packages.



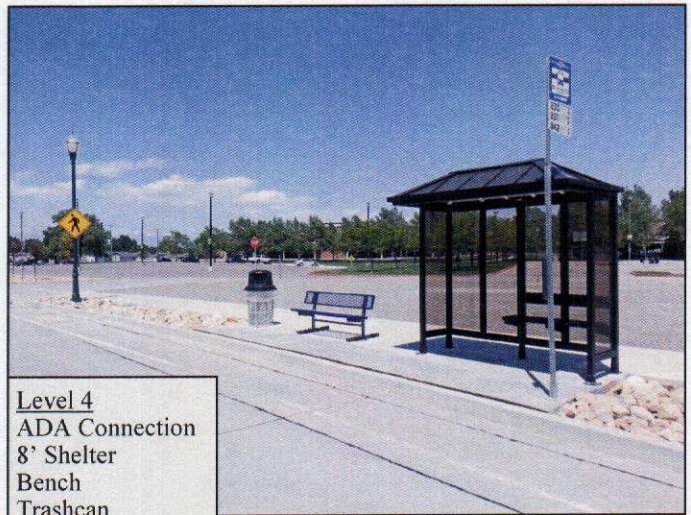
Level 1
ADA Connection



Level 2
ADA Connection
Bench
Trashcan



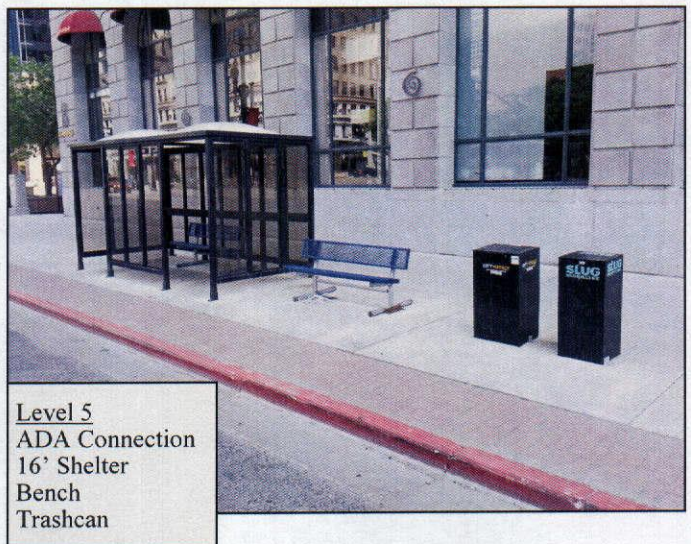
Level 3
ADA Connection
8' Shelter
Trashcan



Level 4
ADA Connection
8' Shelter
Bench
Trashcan



Level 4
ADA Connection
8' Shelter
Bench
Trashcan



Level 5
ADA Connection
16' Shelter
Bench
Trashcan

CENTERVILLE CITY COUNCIL

Staff Backup Report 9/16/2014

Item No. 7

Short Title: Legislative Update - 2014 General Session

Initiated By: City Attorney

Scheduled Time: 8:10

SUBJECT

Presentation by City Attorney regarding municipal related bills passed by the Utah Legislature in the 2014 General Session

RECOMMENDATION

BACKGROUND

The Utah Legislature passed 486 bills during the 2014 General Session (out of a total of 748 bills that were introduced). Over 100 of these passed bills relate to local government or municipal issues. These bills of general applicability to municipalities are summarized in the attached Legislative Summary of Municipal Applicable Bills prepared by the City Attorney. For your convenience, the more interesting or relevant bills for the City Council are highlighted in yellow in the Legislative Summary. If you would like to see the actual text of the bill, place your cursor on the hyperlinked bill number in the first column, then hold down the control button and press the left click button on your mouse. The link should take you directly to the bill page on the Utah State Legislature website. You can also listen to the committee hearings or legislative floor debates regarding the bill by clicking on the "streaming" icon on the right hand side of the bill page. (If you are using an ipad, you just need to tap the hyperlinked bill number in the first column and that should take you right to the bill.)

ATTACHMENTS:

Description

- D [Legislative Summary Chart-City Council](#)
- D [Legislative Update-PowerPoint Presentation](#)



LEGISLATIVE SUMMARY OF MUNICIPAL APPLICABLE BILLS FROM 2014 GENERAL SESSION

FOR PC: PLACE CURSOR ON BILL NUMBER AND PRESS CTRL + LEFT CLICK TO HYPERLINK TO BILL
FOR IPAD OR TOUCHSCREEN DEVICES: TOUCH BILL NUMBER TO HYPERLINK TO BILL

CENTERVILLE CITY ATTORNEY'S OFFICE

250 North Main Street
Centerville, Utah 84014
801.335.8842

Bill Number	Short Title	Comments	Action Required	Applicable Department
<u>HB 11</u>	Overdose Reporting Amendments	Provides that a person who reports a person's overdose from a controlled substance or other substance may claim an affirmative defense to specified charges of violating the Utah Controlled Substances Act if the person remains with the person who is subject to the overdose and cooperates with responding medical providers and law enforcement officers; and provides that remaining with a person subject to an overdose and cooperating with medical providers and law enforcement is a mitigating factor when determining the penalty for a related violation of the Utah Controlled Substances Act.		Police
<u>HB 16</u>	Wrongful Lien Amendments	Provides the county recorder with the authority to refuse to record a lien against property of a public official if the lien is determined by the county recorder to be a wrongful lien and the lien is submitted in relation to the public official's status or capacity as a public official.	Review definition of "public official" as used in the amendments	City Council
<u>HB 17</u>	Interlocal Act Amendments	Requires interlocal entities to adopt bylaws, policies and procedures for the conduct of its business; provides that each interlocal entity is subject to each state law that governs each public agency that is a member of the interlocal entity to the extent that the law governs an activity or action of the public agency in which the interlocal entity is also engaged; adds minor amendments to open meeting section.	Make sure interlocal entities of which the City is a member has adopted bylaws and an electronic meeting policy	City Manager
<u>HB 20</u>	Emergency Vehicle Operator Duty of Care Revisions	Modifies provisions regarding duty of care for emergency vehicle operators; provides that under certain circumstances and conditions an operator of marked authorized emergency vehicle owes no duty of care to a person who is a suspect in a commission of a crime and evading, fleeing, or otherwise attempting to elude the emergency vehicle operator.	Make sure officers comply with requirements for marked authorized emergency vehicle and understand terms and conditions of the exclusion; review policies	Police
<u>HB 25</u>	Eminent Domain Amendments	Amends provisions of eminent domain statutes; amends condemnation notice requirements; provides request for advisory opinion regarding occupancy; minor amendments to public use for which right of condemnation may be exercised; requires public entity to provide written statement of certain disclosures to private property owner.		City Manager
<u>HB 26</u>	Association Lien Amendments	Amends Condominium Ownership Act to clarify circumstances under which an association of unit owners has a lien against a unit or lot for unpaid fines; provides for an informal hearing and appeal process for unit owners		City Attorney

<u>HB 27</u>	Interlocal Cooperation Act Amendments	Allows certain parties to enter into an interlocal agreement that extends beyond the maximum 50-year term limit; applies to an interlocal in which a party is a project entity, an electric interlocal entity, or an energy services interlocal entity.		City Attorney
<u>HB 29</u>	County Recorder Index Amendments	Requires county recorder to keep a list of all water rights	Not applicable to city recorders, but we may want to review how we are keeping track of water rights and whether city recorder should retain records	Public Works City Recorder
<u>HB 30</u>	Controlled Substances Amendments	Adds spice and emerging drug analogs to the list of controlled substances.		Police
<u>HB 39</u>	Election Law – Independent Expenditures Amendments	Adds new “independent expenditure” provisions to campaign finance requirements; requires that, when a person makes a total independent expenditure of \$1,000 or more during an election cycle (an expenditure expressly advocating the success or defeat of a candidate or ballot proposition that is not made in coordination with the candidate or certain other persons), the person is required to file an independent expenditure report to the chief election officer	Not clear whether these provisions are applicable to municipal elections and campaign finance requirements that are governed by 10-3-208; further research required	City Council
<u>HB42</u>	Construction Lien Amendments	Amends provisions relating to preconstruction and construction liens; modifies procedures by which a mortgage or a trust deed gains priority over an earlier filed preliminary notice		City Attorney
<u>HB 67</u>	Political Subdivision Jurisdiction Amendments	Makes amendments to the Local Jurisdiction Related to Federally Managed Land Act; adds national monuments and national recreational area to the list of federally managed lands; adds attorney general involvement		
<u>HB 70</u>	Forcible Entry Amendments	Modifies Utah Code of Criminal Procedure regarding the use of forcible entry by law enforcement officers when conducting a search or making an arrest	Review policies regarding forcible entry and search warrant procedures to ensure compliance	Police
<u>HB 71</u>	Distribution of Intimate Image	Adds new definition of “intimate image” and makes it illegal to distribute intimate images of a person without that person’s permission		Police
<u>HB 85</u>	Electronic Filing of Traffic Citations and Accident Reports Amendments	Provides an exemption from Section 77-7-20 regarding electronic filing of citation with court within 5 business days if an officer is not reasonably able to access the e-filing system		Police Justice Court
<u>HB 93</u>	Property Tax Assessment Amendments	Adds definition of “diminished productive value” and requires county assessor to consider diminished productive value in determining the fair market value of property		Finance Department

<u>HB 97</u>	Limitation on Local Government Regulation of Animals	Prohibits a municipality from enacting or enforcing a breed-specific rule, regulation, policy or ordinance about dogs; any breed-specific rule, regulation, policy or ordinance is declared void by express provision of the statute	Check county animal control ordinances to ensure compliance	Police Community Development Planning Commission
<u>HB 101</u>	Roadway and Sidewalk Safety Amendments	Prohibits individuals from engaging in conduct that impedes or blocks traffic within certain state roadways; prohibits individuals from soliciting money or goods in an aggressive manner on sidewalks within 10 feet of the entrance or exit of a bank or an automated teller machine		Police
<u>HB 103</u>	State Money Management Act Amendments	Requires public treasurer to consider protection of principal during periods of financial market volatility when depositing and investing public funds		Finance Department City Manager
<u>HB 115</u>	Condominium and Community Association Lien Amendments	Modifies provisions relating to the required contents for a notice of lien based on unpaid assessments or an unpaid fine under the Condominium Ownership Act		City Attorney
<u>HB 120</u>	Continuing Education on Federalism	Requires the Commission on Federalism to develop a curriculum for a seminar on the principles of federalism; requires the city to appoint at least one designee to which all questions and inquiries regarding federalism shall be directed; and requires such city designee to attend a seminar on federalism once every two years; requirements start January 1, 2015	Appoint city designee for federalism questions and mandatory seminar attendance by January 2015	City Council
<u>HB 126</u>	Retirement Amendments	Amends Utah Retirement Act regarding postretirement reemployment; allows a reemployed retiree to be considered as having completed the one-year separation requirement from a participating employer if the retiree (1) suffered an injury while performing duties as a public safety employee; and (2) is reemployed with a different participating employer		Finance Department City Manager Police
<u>HB 128</u>	Electronic Device Location Amendments	Requires governmental entity and law enforcement to obtain a search warrant before obtaining the location information of an electronic device		Police
<u>HB 148</u>	Off-Highway Vehicle Amendments	Amends provisions of the Traffic Code regarding all-terrain vehicles; provides that full-sized all-terrain vehicles that meet certain requirements may be operated as street-legal all-terrain vehicles on certain streets or highways (other than freeways or limited access highways)		Police
<u>HB 150</u>	Amendments to Federal Law Enforcement Limitations	Modifies the Public Safety Code regarding authority of federal, state and local law enforcement officers; defines exercise of law enforcement authority for state land, private land and federal land; provides provisions for scope of law enforcement action and authority		Police

<u>HB 156</u>	Election Day Voter Registration Pilot Project	Amends the Election Code by establishing a pilot project to test the advisability of implementing election day voter registration in Utah; provides that a county or municipality may apply to participate in the project; pilot project starts June 1, 2014 and ends on January 1, 2017	Consider whether city wants to participate in the pilot project; review qualification requirements	City Manager City Recorder City Council
<u>HB 157</u>	Rape Kit Processing Amendments	Modifies provisions of the victim's bill of rights for victims of sexual offense to be informed of certain information; adds requirements for law enforcement agencies regarding reporting and notifications	Review policies to ensure compliance	Police
<u>HB 192</u>	Initiative and Referendum Petition Amendments	Adds provision that requires a statement to be added to statewide and local initiative and referendum petition signature sheets beneath each row that states the signer has read and understands the law proposed by the petition or the law the petition seeks to overturn		City Recorder City Attorney
<u>HB 194</u>	Public Safety Retirement Conversion Window	Amends the Utah Retirement Act to provide a conversion window between the Public Safety Contributory Retirement System and the Public Safety Noncontributory Retirement System		Finance Department Police
<u>HB 200</u>	Unlawful Removal or Vandalism of Campaign Signs	Adds provisions to Election Code that, subject to certain exceptions, makes it unlawful for a person to remove, alter, deface or otherwise vandalize a campaign sign; exempts public official who removes sign in accordance with official duty		Police City Council
<u>HB 212</u>	DNA Collection Amendments	Modifies provisions of the Public Safety Code regarding the collection of DNA from offenders; provides that law enforcement agencies may collect DNA samples at the time of booking for any person arrested for any felony offense beginning May 13, 2014 through December 31, 2014; after January 1, 2015, requires law enforcement agencies to collect DNA samples at the time of booking for any person arrested for any felony offense	Determine if applicable and whether police policies need to be amended	Police
<u>HB 217</u>	Service Animals	Enacts language regarding a municipal or county ordinance regulating the keeping of a service animal; allows person to keep a service animal, retired service animal, or both, in addition to a limit on the number of dogs a person may keep as set by the municipality or county	Review animal control ordinances to see if any amendments are necessary	Police Community Development Planning Commission
<u>HB 220</u>	Land Use Amendments	Amends provisions of LUDMA; provides legislative body is land use authority if no other body is designated; adds provision that applicant who has filed completed application and paid required fees is entitled to substantive land use review of the application under the laws in effect on date the application is complete; requires city to provide ten day notice of subdivision plat amendment or vacation to each affected entity that provides service to an owner of record in plat; other revisions	Amend subdivision ordinance to comply with new provisions and requirements for plat amendments	Community Development City Attorney Planning Commission City Council

<u>HB 225</u>	Primary Law Enforcement Duties for Sheriffs	Designates sheriff as the primary law enforcement authority of state law on federal land except as otherwise assigned by law to the authority of a state or municipal law enforcement agency		Police
<u>HB 238</u>	Local Referendum Requirements Amendments	Amends provisions of Election Code to provide that when a local legislative body imposes a tax or other payment obligation on property in an area that does not include all precincts of the city, the signatures required for a referendum, and the subsequent vote on the referendum, shall be by residents of the precincts to which the tax or other payment obligation applies		
<u>HB 245</u>	State Fire Code Amendments	Amends State Fire Code to add an exception to the requirement that automatic sprinkler systems be installed in certain fire areas; and modifies provisions related to hazardous and environmental conditions		Community Development Building Official Planning Commission
<u>HB 246</u>	Government Ethics Revisions	Amends provisions of Election Code and Lobby Disclosure Act regarding various reporting and noticing requirements	Review applicability to local government officials	
<u>HB 262</u>	Local Governing Body Voting Amendments	Amends 10-3-507 regarding minimum number of votes required to pass an ordinance or take action by the council; addresses voting by majority of council in event of vacancy	Review City Ordinance to see if ordinance amendment is necessary to conform to voting calculation	City Attorney City Manager City Council
<u>HB 268</u>	Dangerous Weapons Amendments	Redefines dangerous weapon, clarifies restrictions relating to transferring dangerous weapon to a restricted person		Police
<u>HB 270</u>	Peace Officer Certificates	Clarifies that peace officer certification becomes inactive if peace officer has not been actively engaged in performing duties as sworn and certified peace officer for 18 consecutive months; and peace officer certification lapses if peace officer has not been actively engaged in performing duties as sworn and certified peace officer for four continuous years		Police
<u>HB 272</u>	Municipal Election Amendments – Office Hours	Amends 10-3-301 to require city recorder to maintain certain office hours during the municipal candidacy declaration and nomination period		City Recorder City Manager
<u>HB 276</u>	Disorderly Conduct Amendments	Amends definition of disorderly conduct; provides that displaying a dangerous weapon in public under certain circumstance may be disorderly conduct; confirms that merely displaying a dangerous weapon in public without other behavior is not disorderly conduct		Police
<u>HB 282</u>	Amendments to Election Law	Amends provisions of Election Code to allow an individual who is 16 or 17 years of age to work as a poll worker in a local election; prohibits municipal legislative body from appointing a candidate's family member as a poll worker in a precinct where the candidate appears on the ballot		City Recorder City Manager City Council

<u>HB 289</u>	Traffic-Control Signal Amendments	Repeals sunset date on affirmative defense for operator of motorcycle, moped or bicycle to a red light or red arrow violation in certain circumstances		Police
<u>HB 290</u>	Criminal Code – General Provisions	Amends 76-1-501 to add the conjunctive word “and” to listed elements of criminal offense requiring both elements to be established		Police
<u>HB 293</u>	Governmental Immunity Wildlife Waiver	Amends Governmental Immunity Act to provide that governmental immunity is not waived for injury related to the activity of wildlife that arises during the use of a public or private road		City Manager Risk Management City Council
<u>HB 295</u>	Weapons Law Exemptions	Amends 76-10-506 regarding threatening with or using dangerous weapon in fight or quarrel; defines dangerous weapon and threatening manner; excludes person performing an official duty		Police
<u>HB 296</u>	Concealed Weapon Permit Exemptions	Amends annual requalification and revocation requirements for law enforcement official or judge to retain a concealed weapon permit		Police Justice Court Judge
<u>HB 304</u>	Law Enforcement Volunteer Amendments	Amends Volunteer Government Workers Act to authorize the county sheriff to approve a volunteer to serve in a search and rescue emergency situation that requires law enforcement action		
<u>HB 308</u>	Criminal Penalty Amendments	Amends 10-3-703 to eliminate requirement to set minimum criminal penalty; must only set maximum penalty	Check to see if ordinance amendment is necessary	City Attorney Police Justice Court
<u>HB 314</u>	Vehicle Immobilization and Impound Amendments	Modifies provisions relating to vehicle impounds and vehicle immobilization devices; prohibits city from charging a fee for the storage of an impounded vehicle if the city is holding the vehicle as evidence and will not release the vehicle until the owner satisfies requirements for release	Check policies and procedures regarding impoundment and fees to ensure compliance	Police
<u>HB 315</u>	Judgment Lien Amendments	Requires separate information sheet be filed when filing a judgment lien		City Attorney
<u>HB 325</u>	Judicial Performance Evaluation Commission	Includes justice court judges as subject to an evaluation process performed by the Judicial Performance Evaluation Commission; creates criteria for the evaluation of justice court judges	Check Title 4 for potential ordinance amendments	City Attorney Justice Court Judge City Council
<u>HB 326</u>	State Construction Code Revisions	Modifies provisions of construction codes regarding fire rating of photovoltaic systems; requires roof mounted photovoltaic systems to be fire rated and labelled		Building Official Community Development Planning Commission Community Development
<u>HB 340</u>	Local District Boundary Adjustments	Amends 17B-1-503 to authorize municipality and local district to adjust the boundary of the local district within the expansion area identified in the municipality's annexation policy plan		
<u>HB 344</u>	Incorporation Election Amendments	Amends provisions related to an election held to determine the incorporation of a city or town; authorizes county to hold a special election on the proposed incorporation		

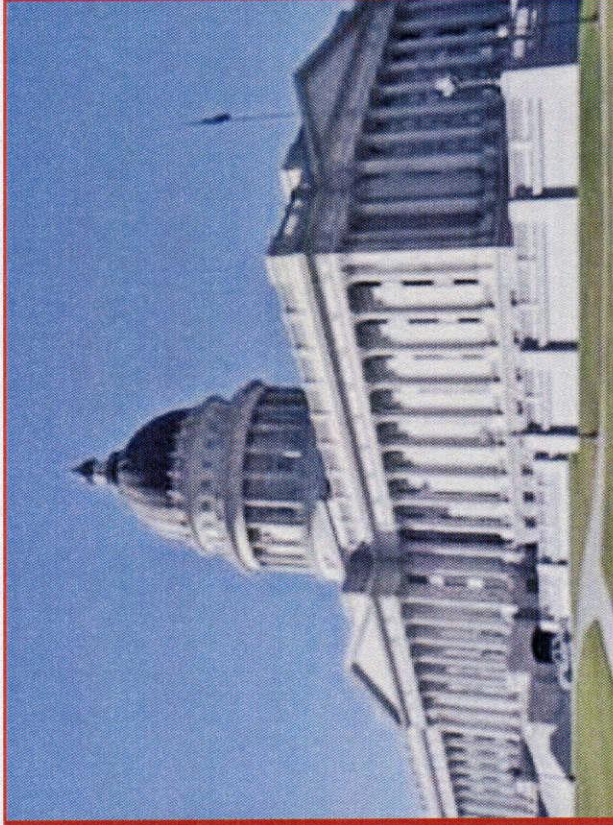
<u>HB 370</u>	Canal Safety Amendments	Requires the State Engineer, by July 1, 2017, to inventory and maintain a list of all open, human-made water conveyance systems in the state; requires state engineer to contract with a local conservation district to provide technical support for a canal owner who is adopting a management plan	Check to see if city operates a "water conveyance system" as used in amendments; updating and reporting obligation	Community Development Planning Commission Public Works
<u>HB 373</u>	Firearm Transfer Certification Amendments	Requires law enforcement officials to certify certain federal firearm transfers; specifies time frame; only applicable to specified "chief law enforcement officer" identified by regulation	Police	
<u>HB 379</u>	Transparency of Ballot Propositions	Applies to ballot propositions concerning a tax increase submitted to voters or question concerning the issuance of bonds under 11-14-103; requires public meeting to allow parties to present arguments in favor or against ballot proposition; requires digital audio recording of public meeting		City Manager Finance Department City Recorder City Attorney
<u>HB 381</u>	Local Government Interfund Loan	Amends provisions allowing local governments to authorize interfund loans; requires terms and conditions of the loan to be in writing; requires interfund loan to be approved by ordinance or resolution in a public meeting; places restriction on interest rate and length of loan; requires notice and a public hearing with exceptions		Finance Department City Manager City Council
<u>HB 382</u>	Limited Purpose Local Government Entities Amendments	Amends provisions regarding special service districts; addresses appointment of an improvement district board of trustees; clarifies that special service district is a political subdivision of the state similar to a local district		
<u>HB 390</u>	Unlawful Activities Amendments	Adds offense of obstructing a legislative proceeding; makes other amendments regarding administrative proceedings		
<u>HB 394</u>	Campaign Finance Revisions	Amends numerous provisions of the Election Code regarding campaign finance, conflicts of interest and financial disclosures; requires financial report to include expenditures made by a reporting entity; provides that "contribution" includes a loan by candidate to own campaign; defines in-kind contributions; addresses publication and retention of financial disclosure forms	Review for municipal applicability; review ordinances and disclosure forms	City Recorder City Council
<u>HB 404</u>	Court Security Fee Amendments	Increases the court security surcharge assessed on all offenses listed in the uniform bail schedule and moving traffic violations; increased from \$40 to \$50 (20% of security surcharge is retained by the assessing court for deposit into the general fund of municipality)	Review and update city fine/bail schedule and minimum fines	Justice Court Police City Manager City Council
<u>HB 408</u>	Election Requirements Amendments	Amends Election Code regarding write-in candidates; requires ballot to contain a space for a write-in candidate only if a write-in candidate is qualified for the election; changes deadline for write-in candidate to file a declaration of candidacy for a regular general election from 30 days to 60 days		City Recorder

<u>HB 415</u>	Local and Special Service District Elections Amendments	Allows a local district board, or the administrative control board of a special service district that has elected members on the board, to hold elections in an even-numbered year, if approved by the lieutenant governor		City Manager
<u>HB 422</u>	Initiative and Referendum Impact Disclosures	Changes requirements for financial impact disclosures for local initiative to include the legal impact of the initiative; establishes requirements for fiscal impact estimate for local referendum, including legal impact		City Attorney City Recorder
<u>SB 11</u>	Election Offense Amendments	Amends sections of Election Code regarding civil proceedings and investigations of election offenses; establishes procedures for registered voter to file a verified petition alleging violations; provides lieutenant governor shall review petition and determine whether special investigation and/or special counsel is necessary		City Council
<u>SB 13</u>	Theft Amendments	Provides the penalty for third theft conviction in 10 years becomes a third degree felony if one of the prior convictions was a class A misdemeanor; makes other amendments regarding theft penalties		Police Justice Court
<u>SB 17</u>	Water and Irrigation Amendments	Amends provisions of Title 73; expands enforcement powers of state engineer; amends requirements relating to the recording of an instrument transferring or assigning a water right; modifies provisions relating to well drilling without a license; modifies provisions regarding relocation or alteration of a natural stream		Public Works Community Development City Manager Planning Commission
<u>SB 18</u>	Local Government General Fund Amendments	Amends reference to "general fund" in municipal code to clarify that it means city general fund and not the state general fund; makes other technical amendments	Check to see if amendments are necessary to Title 5	Finance Department
<u>SB 21</u>	State Construction Code Amendments	Amends state construction code to exempt from the permit requirements of the state construction code a structure that is solely used to sell certain seasonal crops	Check Title 10A for possible amendments regarding exemptions	Building Official Community Development Planning Commission
<u>SB 22</u>	Workforce Services Job Listing Amendments	Requires governmental entities to advertise job openings on the state's website; exception provided when filling a job vacancy with a current employee	Check municipal applicability and whether policy amendments are necessary	City Manager Department Heads
<u>SB 28</u>	Utah Retirement Amendments	Makes numerous amendments to the Utah Retirement Act		Finance Department
<u>SB 36</u>	Voter Information Amendments	Amends the Election Code and GRAMA regarding disclosure and use of registered voter information; places limitation on providing or using voter's date of birth obtained from a voter registration form		City Recorder City Attorney

<u>SB 46</u>	Administrative Subpoena Modifications	Includes enticement or attempted enticement of a minor under the definition of a sexual offense against a minor; requires law enforcement agency to receive a court order to collect electronic communication records involving specified crimes; amends reporting requirements for court order issued for criminal investigation of specified crimes		Police
<u>SB 51</u>	Local Government Entities Amendments	Amends various provisions regarding local districts; adds restrictions regarding city spending money deposited in an enterprise fund for a purpose that is not directly related to goods or services provided by enterprise	Check to see if amendments are necessary to Title 5	Finance Department City Manager City Council
<u>SB 54</u>	Election Amendments	Amends various provisions of Election Code relating to nomination of candidates, primary and general elections, and ballots		City Recorder
<u>SB 56</u>	Risk Management Amendments	Provides that the use of school property for civic center purposes is considered a permit for governmental immunity purposes of a governmental entity under 63G-7-301		Risk Management
<u>SB 58</u>	Carbon Monoxide Detection Amendments	Requires certain buildings used for educational purposes for students through grade 12 to be equipped with carbon monoxide detection		Building Official Community Development Planning Commission
<u>SB 61</u>	Revisions to Property Tax	Amends procedures and requirements for imposing a property tax levy that exceeds the certified tax rate; addresses content of certain tax notices		Finance Department City Manager City Recorder
<u>SB 70</u>	State Data Portal Amendments	Directs DAS to modify public information website to include a single point of access for all GRAMA requests for counties, cities and local districts; directs Transparency Advisory Board to make website more relevant to citizens		City Recorder City Attorney City Council
<u>SB 72</u>	Uninsured Motorist Provisions	Allows peace officer to seize and take possession of any vehicle that is being operated on a highway without the owner's or operator's security in effect for the vehicle; certain exceptions apply		Police
<u>SB 79</u>	Uniform Real Property Electronic Recording Act	Adopts the Uniform Real Property Electronic Recording Act; provides for the validity and recording of electronic documents; requires a phase-in implementation by class of county; allows surcharge to recover implementation costs; second class county implementation by July 1, 2016		City Recorder Community Development City Manager Planning Commission
<u>SB 83</u>	Local Sales and Use Tax Act Amendments	Repeals requirement for Tax Commission to retain a portion of local sales and use tax revenues and deposit into a special fund		
<u>SB 90</u>	Residency Amendments	Amends definition of residence under 20A-2-105 of the Election Code		City Recorder

<u>SB 108</u>	Judiciary Amendments	Requires peace officer to include on a citation whether the offense was a domestic violence offense; requires additional \$20 filing fee in civil justice court cases if a person files a complaint, petition, answer or response prepared through the Online Court Assistance Program; changes filing fee for domestic relations order		Police Justice Court
<u>SB 134</u>	Taxation Related Referendum Amendments	Amends Election Code to address a referendum filed on actions taken with regard to property tax rates; sets different time periods for actions taken with regard to referendum petition relating to property tax rates; exempts a referendum petition on property tax rates from voter information pamphlet requirements; addresses tax rate if referendum passes or fails		City Manager Finance Department City Council
<u>SB 136</u>	Local Election Amendments	Amends Election Code relating to elections on local referenda; defines term "local tax law"; allows election on referendum challenging a local tax law to be conducted entirely by absentee ballot		City Recorder City Council
<u>SB 145</u>	Background Check Amendments	Clarifies that criminal history information may not be disseminated under employment background check if the information is related to charges that have been declined for prosecution, that have been dismissed, or regarding which a person has been acquitted		City Manager Police Finance Department City Attorney
<u>SB 154</u>	All-Terrain Vehicle Amendments	Modifies Traffic Code regarding ATVs; amends definition of utility type vehicle; repeals prohibition on operation of street-legal ATV on street under the jurisdiction of city with population of 7,500 or more unless highway is designated as open by city		Police
<u>SB 158</u>	Cemetery Amendments	Amends provisions related to the recordation of a cemetery plat; requires burial right certificate; requires policies and procedures regarding record keeping		Parks Director City Manager
<u>SB 167</u>	Regulation of Drones	Enacts the Government Use of Unmanned Aerial Vehicles Act; prohibits law enforcement agency from obtaining data from unmanned aerial vehicle unless the data is obtained pursuant to a warrant or other authorized means; establishes reporting requirements		Police
<u>SB 169</u>	Public Meetings Materials Requirements	Amends provisions of Open Meetings Act; defines electronic information; requires certain public bodies to require an individual who publicly presents or provides electronic information at an open meeting to provide an electronic or hard copy of the electronic information		City Recorder City Manager City Council
<u>SB 179</u>	Procurement Revisions	Reenacts updated State Procurement Code	Not generally applicable to cities, but review for informational purposes	Finance Department

<u>SB 185</u>	Law Enforcement Transparency	Requires city law enforcement agencies to annually report specific information to the Commission on Criminal and Juvenile Justice		Police
<u>SB 187</u>	Highway Rights-of-Way Amendments	Amends provisions of Rights-of-Way Act regarding dedication of highway for public use; excludes area used as parking lot; adds time provisions		
<u>SB 188</u>	Local Option Sales Tax Amendments	Amends purposes for which city can use local option sales tax		Finance Department City Manager
<u>SB 216</u>	Political Subdivision Revisions	Amends provisions regarding municipal services districts; enacts the Municipal Services District Act		
<u>SB 222</u>	Automatic License Plate Reader System Amendments	Provides that a governmental entity may obtain, receive or use privately held captured plate data only pursuant to a warrant or court order		Police
<u>SB 248</u>	Judicial Retention Election Amendments	Provides that justice court judge who wishes to retain office, shall, in the year the judge is subject to a retention election, file a declaration of candidacy with the lieutenant governor or county clerk within the specified period (April 1 to April 15)		Justice Court
<u>SB 250</u>	Public Duty Doctrine Amendments	Provides that a general duty that a governmental entity owes to the public does not create a specific duty to an individual member of the public unless there is a special relationship between the governmental entity and the individual member of the public		City Manager City Attorney City Council
<u>SB 253</u>	Distracted Driver Amendments	Amends Traffic Code by amending handheld wireless communication device provisions; restricts use of handheld devices while driving	Check cell phone policy to see if needs amendment	Police City Manager
<u>SB 256</u>	Asset Forfeiture Amendments	Amends civil forfeiture procedures under the Forfeiture and Disposition of Property Act		Police
<u>SB 267</u>	Governmental Immunity Act Amendments	Amends provisions regarding filing of a notice of claim; provides that a governmental entity may not challenge the timeliness of a notice of claim filed within a specified time if the claimant had in good faith previously filed a notice of claim with another governmental entity and if other conditions are met		Risk Management City Attorney



Legislative Update

Provided by Lisa G. Romney, City Attorney

September 16, 2014

- 
- 748 bills introduced
 - 486 bills passed
 - 100+ bills of interest or impact to local government

2014 Legislative Session

- 
- Provides authority for County Recorder to refuse to record a lien or “nonconsensual common law document” against property owned by a public official if determined to be a wrongful lien and submitted in relation to the public official’s status or capacity as a public official
 - Public official is defined to include elected officials of political subdivisions

HB 16 – Wrongful Liens

- Requires the Commission on Federalism to develop a seminar on principles of federalism
- Requires City to appoint at least one designee to which all questions on federalism should be directed
- Requires City designee to attend seminar on federalism once every two years
- Requirements start January 1, 2015
- Action required to appoint designee



HB 120 – Federalism

- 
- Establishes pilot program to research election day registration in Utah
 - Cities may apply to participate in the program
 - Program runs from June 1, 2014 to January 1, 2017
 - Determine if City is interested in participating

HB 156 –Voter Registration Pilot Program

- 
- Adds criminal provision to Election Code making it unlawful to remove, alter, deface or otherwise vandalize a campaign sign
 - Exempts public official who removes sign in accordance with official duty (and other specified exemptions)
 - Class B misdemeanor

HB 200 – Campaign Signs

- Designates legislative body as land use authority if no other is designated in ordinances
- Requires City to provide 10 day notice of subdivision plat amendment or vacation to each affected entity that provides service to owners of record in plat
- Provides that amended plat supersedes and replaces any contrary provision in previously recorded plat
- Ordinance amendments required



HB 220 – Subdivisions

- 
- Amends Section 10-3-507 regarding minimum number of votes required to pass ordinance or take action by City Council
 - Minimum number of yes votes required to pass ordinance or take action, unless otherwise provided by law, is majority of the voting members
 - If a vacancy exists on City Council, a majority of council members presently occupying council seats may vote to fill the vacancy

HB 262 – Minimum Votes

- Adds requirements and conditions on interfund loans
- Interfund loans must be in writing and specify the terms and conditions of the loan, such as effective date, amount of loan, interest rate and payback term
- Limits repayment term to 10 years
- Must be approved by ordinance or resolution approved at a public meeting with public hearing (if not part of budget process hearing)
- Excludes loan from general fund to any other fund
- Excludes short-term advance from cash to investment pool to individual funds that are repaid by end of fiscal year

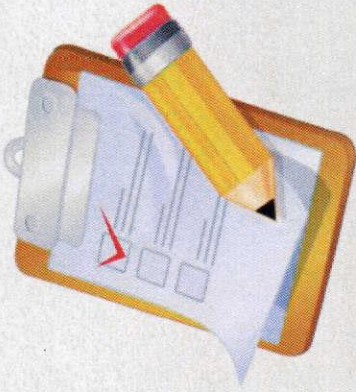
HB 381 – Interfund Loans

- 
- Defines “enterprise fund” and “utility” in Section 10-6-106
 - Adds hearing and notice requirements to transfer of funds from enterprise fund to another fund, including notice to all enterprise fund customers
 - Allows public hearing as part of budget process hearing if notice is provided per statutes

SB 51 – Enterprise Funds

- 
- Directs Department of Administrative Services to modify public information website to include a single point of access for all GRAMA requests for various entities, including municipalities
 - Project to be complete by January 1, 2016 for municipalities
 - Deals mainly with the Utah Public Finance Website

SB 70 – State Data Portal

- 
- 
- Amends provisions of Open Meetings Act
 - Defines “electronic information” as information presented or provided in electronic format
 - Requires City Council to require an individual who publicly presents or provides electronic information at an open meeting to provide an electronic or hard copy of the information for inclusion in the public record

SB 169 – Public Meetings Materials

- 
- Enacts the Uniform Real Property Electronic Recording Act as set forth in *Utah Code Ann.* § 17-21a-101, *et seq.*
 - Creates the Utah Electronic Recording Commission
 - Requires County Recorder to establish procedures to govern the electronic submission of plats, records and documents in accordance with the Act
 - Phase in of requirements – by July 1, 2016 for second class counties

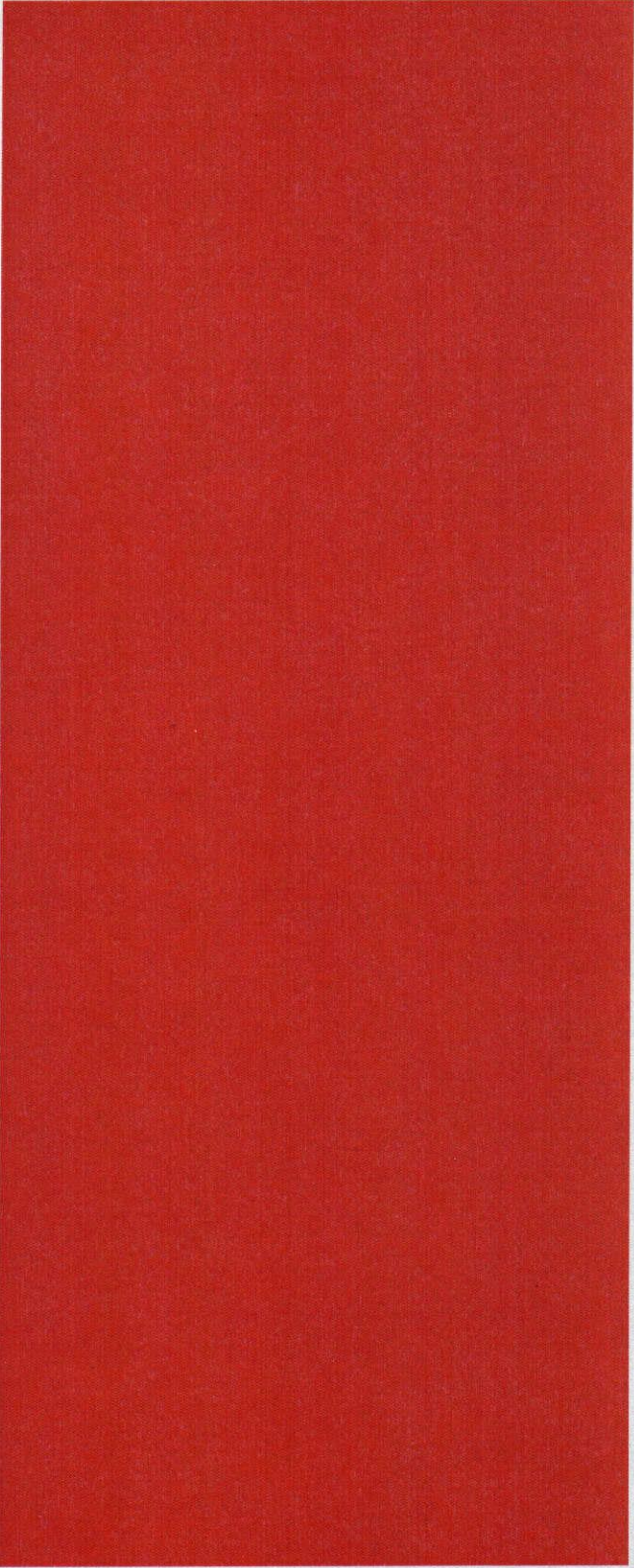
SB 79 – Real Property Electronic Recording Act

- 
- Celebrating its 125th Anniversary
 - First opened in downtown Ogden in 1889
 - Now serves more than 25,000 students
 - Offers more than 225 degree programs
 - Over 100,000 alumni

HJR 24 – Weber State University

- 
- Changes the designated state tree
 - What is new designated state tree?
 - What was the previously designated state tree?

SB 41 – Extra Credit



The End

CENTERVILLE CITY COUNCIL

Staff Backup Report 9/16/2014

Item No. 8.

Short Title: Financial Report for period ending August 31, 2014

Initiated By: Blaine Lutz, Finance Director/Assistant City Manager

Scheduled Time: 8:30

SUBJECT

RECOMMENDATION

BACKGROUND

Blaine will review the attached Interim Financial Report and respond to questions.

ATTACHMENTS:

Description

- D** Interim Financial Report 8/31/2014

**General Fund
Unaudited Summary
August 31, 2014**

	This Month	Year to Date	FY 15 Budget	YTD 17% % Budget
Revenues				
Property Tax	\$5,545	\$15,540	\$1,006,835	1.54%
Fee in Lieu	\$11,661	\$18,471	\$93,000	19.86%
Sales & Use Tax	\$314,110	\$596,855	\$3,662,000	16.30%
Franchise Taxes	\$130,268	\$213,096	\$1,330,000	16.02%
Licenses & Permits	\$10,932	\$37,880	\$356,350	10.63%
Intergovernmental	\$93,691	\$93,691	\$517,825	18.09%
Charges for Services	\$72,423	\$154,402	\$916,175	16.85%
Fines	\$35,932	\$98,222	\$492,000	19.96%
Miscellaneous	\$165	\$8,500	\$50,750	16.75%
Transfers/Contributions	\$3,030	\$3,255	\$154,500	2.11%
Total	\$677,757	\$1,239,912	\$8,579,435	14.45%
Expenditures				
City Council	\$4,016	\$22,584	\$168,457	13.41%
Judicial	\$17,800	\$33,477	\$216,568	15.46%
Executive	\$28,893	\$55,395	\$387,113	14.31%
Attorney	\$10,985	\$21,424	\$151,565	14.14%
Finance	\$35,116	\$103,235	\$510,478	20.22%
Attorney Services	\$405	\$765	\$33,000	2.32%
Emergency Management	\$255	\$455	\$10,000	4.55%
Fire	\$0	\$205,585	\$822,340	25.00%
Elections	\$0	\$0	\$0	0.00%
Youth Council	\$529	\$529	\$7,000	7.56%
Police	\$168,157	\$373,052	\$2,280,757	16.36%
Liquor Law	\$1,505	\$2,654	\$19,650	13.51%
School Xing	\$392	\$392	\$54,650	0.72%
DARE	\$334	\$464	\$103,830	0.45%
K-9	\$104	\$104	\$7,250	1.43%
Animal Control	\$1,823	\$1,823	\$22,000	8.29%
PW Admin	\$23,662	\$45,708	\$288,584	15.84%
Streets	\$44,490	\$77,377	\$686,709	11.27%
Projects	\$98,683	\$107,783	\$750,000	14.37%
GIS	\$15,727	\$21,635	\$96,988	22.31%
Engineering	\$9,028	\$18,364	\$86,500	21.23%
Parks	\$63,792	\$153,466	\$813,541	18.86%
Community Events	\$0	\$0	\$43,650	0.00%
Parks & Rec Facility	\$290	\$1,087	\$10,526	10.33%
Maint Facility	\$3,085	\$3,978	\$36,500	10.90%
Maint Facility Storage	\$8	\$707	\$6,160	11.48%
City Hall	\$22,323	\$30,760	\$184,110	16.71%
Community Dev.	\$21,943	\$45,515	\$293,873	15.49%
Building Inspection	\$6,011	\$6,011	\$120,400	4.99%
Transfers - Non Dep			\$180,360	0.00%
UTOPIA -Pledges			\$274,876	0.00%
UIA Assessment			\$0	0.00%
Total	\$579,356	\$1,334,329	\$8,667,435	15.39%
Use/Contribution to Fund balance (Revenues Over/Under Expenditures)	\$	(94,417)	\$	(88,000)
Fund Balance at Beginning of Year (est.)		\$1,597,074		
Fund Balance estimate 8/31/2014		\$1,502,657		
Projected Fund Balance %		19.00%		

Capital Projects Unaudited Summary August 31, 2014

	This Month	Year to Date	FY 15 Budget	YTD 17% % Budget
Capital Improvement				
Storm Drain				
<u>Revenues:</u>				
Fund Balance			\$201,283	
Impact Fees	\$150	\$1,790	\$25,000	7.16%
Grants	\$0	\$0	\$0	0.00%
Other	\$83	\$83	\$75	110.67%
Total Revenues	\$233	\$1,873	\$226,358	0.83%
Expenditures	\$4,188	\$5,898	\$226,358	2.61%
Fund Balance at Beginning of Year (est.)		\$87,660		
Fund Balance estimate 8/31/2014		\$83,635		

Park				
<u>Revenues:</u>				
Fund Balance			\$263,461	
Impact Fees	\$0	\$2,057	\$75,000	2.74%
Transfer	\$0	\$0	\$0	0.00%
Grants	\$0	\$0	\$0	0.00%
Other	\$0	\$0	\$400	0.00%
Total Revenues	\$0	\$2,057	\$338,861	2.73%
Expenditures	\$3,960	\$6,290	\$338,861	1.86%
Fund Balance at Beginning of Year (est.)		\$353,335		
Fund Balance estimate 8/31/2014		\$349,102		

Capital Projects Fund				
<u>Revenues:</u>				
Fund Balance				
Transfers - General	\$37,081	\$37,081	\$274,876	13.49%
RDA additional increment	\$0	\$0	\$160,000	0.00%
Other	\$0	\$0	\$100	0.00%
Total Revenues	\$37,081	\$37,081	\$434,976	8.52%
<u>Expenditures</u>				
UTOPIA Pledge	\$37,081	\$37,081	\$444,976	8.33%
Projects			\$0	0.00%
Total Expenditures	\$37,081	\$37,081	\$444,976	8.33%
Balance at Beginning of Year		\$42,297		
Fund Balance estimate 8/31/2014		\$42,297		

Enterprise Funds
Unaudited Summary
August 31, 2014

	This Month	Year to Date	FY 15 Budget	YTD 17% % Budget
Water				
Revenues:				
Impact/construction Fees	\$8,523	\$16,816	\$230,000	7.31%
Water Sales	\$180,426	\$360,852	\$1,861,500	19.39%
Bond Revenue	\$0	\$0	\$468,000	0.00%
Other	\$2,853	\$2,853	\$66,500	4.29%
Total Revenues	\$191,802	\$380,521	\$2,626,000	14.49%
Expenditures				
Operating/Dep/Debt	\$97,604	\$200,223	\$1,935,345	10.35%
Capital Improvement	\$148,034	\$264,485	\$740,130	35.73%
Total Expenditures	\$245,638	\$464,708	\$2,675,475	17.37%
Unrestricted Cash Beginning of Year (est.)		\$1,576,996		
Fund Balance estimate 8/31/2014		\$1,492,809		

Sanitation

Revenues:				
Collection Fees	\$57,832	\$115,664	\$697,400	16.59%
Recycling fees	\$14,438	\$28,876	\$167,885	17.20%
Green Waste fees	\$7,181	\$14,363	\$80,000	17.95%
Other	\$210	\$210	\$7,470	2.81%
Total Revenues	\$79,661	\$159,113	\$952,755	16.70%
Expenditures:				
Disposal	\$28,102		\$311,000	0.00%
Collection	\$24,338		\$268,000	0.00%
Recycling	\$14,445		\$164,000	0.00%
Green Waste Disposal	\$2,997		\$33,000	0.00%
Other	\$7,636	\$22,332	\$185,325	12.05%
Total Expenditures	\$77,518	\$22,332	\$961,325	2.32%
Unrestricted Cash Beginning of Year		\$37,161		
Fund Balance estimate 8/31/2014		\$173,942		

Drainage

Revenues	\$48,545	\$97,100	\$594,100	16.34%
Operating Expenditures	\$25,921	\$69,856	\$648,054	10.78%
Capital Expenditures	\$0	\$0	\$7,600	0.00%
Total Expenditures	\$25,921	\$69,856	\$655,654	10.65%
Unrestricted Cash Beginning of Year		\$524,043		
Fund Balance estimate 8/31/2014		\$551,287		

Telecommunications

Revenues:				
Connection Fees	\$25,556	\$51,114	\$275,000	18.59%
Transfers - GF	\$0	\$0	\$0	0.00%
Total Revenues	\$25,556	\$51,114	\$275,000	18.59%
Expenditures:				
Utility Service charges	\$24,289	\$48,558	\$261,250	18.59%
UIA operating assessment	\$0	\$0	\$31,255	0.00%
Operating service charge	\$1,214	\$2,514	\$13,750	18.28%
Total Expenditures	\$25,503	\$51,072	\$306,255	16.68%
Unrestricted Cash Beginning of Year		\$43,790		
Fund Balance estimate 8/31/2014		\$43,832		

RDA/Special Revenue Unaudited Summary August 31, 2014
--

	This Month	Year to Date	FY 15 Budget	YTD 17% % Budget
<u>RDA</u>				
Revenues	\$6,100	\$70,834	\$1,847,000	3.84%
Expenditures	\$3,992	\$39,921	\$1,847,000	2.16%
Fund Balance at Beginning of Year (est.)		\$730,228		
Fund Balance estimate 8/31/2014		\$761,141		

Recreation

<u>Revenues</u>				
Recreation	\$131	\$2,229	\$87,000	2.56%
Youth Baseball	\$0	\$295	\$31,000	0.95%
Concession Sales	\$0	\$0	\$23,635	0.00%
Other	\$0	\$0	\$39,000	0.00%
Total Revenues	\$131	\$2,524	\$180,635	1.40%

Expenditures

Recreation	\$18,265	\$37,388	\$127,320	29.37%
Concessions	\$0	\$649	\$23,635	2.75%
Youth Baseball/Softball	\$87	\$1,573	\$28,425	5.53%
Total Expenditures	\$18,352	\$39,610	\$179,380	22.08%

Revenue Over/Under Expend \$ (18,221) \$ (37,086) \$ 1,255

Balance at Beginning of Year (est.) \$32,437
Fund Balance estimate 8/31/2014 -\$4,649

Sales Tax Debt Service (DCAC)

Revenues	\$0	\$0	\$1,623,888	0.00%
Expenditures	\$0	\$0	\$1,623,888	0.00%

Reserved Fund Balance \$0
Fund Balance estimate 8/31/2014 \$0

Whitaker Trust

Beginning fund balance			\$24,679	
Revenues	\$257	\$276	\$33,460	0.82%
Expenditures	\$1,503	\$3,149	\$52,214	6.03%

Fund Balance at Beginning of Year \$25,218
Fund Balance estimate 8/31/2014 \$22,345

CENTERVILLE CITY COUNCIL

Staff Backup Report 9/16/2014

Item No. 9

Short Title: Mayor's Report

Initiated By: Mayor Cutler

Scheduled Time: 8:35

SUBJECT

- a. ULCT Legislative Policy Committee Resolutions
- b. UTOPIA Update
- c. Centennial Celebration Committee

RECOMMENDATION

BACKGROUND

- a. Mayor Cutler will report on resolutions approved in the Business Meeting of the Utah League of Cities and Towns on Friday, Sept. 12. He may be assisted in this report by any Councilmembers and staff who attended either the ULCT Legislative Policy Committee Meeting on Sept. 9 or the Business Meeting on Sept. 12.
- b. Mayor Cutler will update the Council regarding UTOPIA matters.
- c. Mayor Cutler will recommend appointment of Chairs for the Centennial Celebration Committee.

CENTERVILLE CITY COUNCIL

Staff Backup Report 9/16/2014

Item No. 10.

Short Title: City Manager's Report

Initiated By: City Manager

Scheduled Time: 8:50

SUBJECT

a. Bid results for reroofing City Hall

RECOMMENDATION

a. Reject all bids and authorize a re-bid next Spring.

BACKGROUND

a. The Parks & Recreation Director and the City Engineer recently solicited bids for re-roofing City Hall. Three bids were received, all of which were over the budgeted amount for this project (\$50,000). In addition, the low bidder has asked to withdraw his bid. This matter is explained in the attached email from the City Engineer. Staff are recommending all bids be rejected and the project be re-bid next Spring. An estimated \$30,000 in additional funding may be needed for this project beyond the budgeted amount.

ATTACHMENTS:

Description

☐ Email attachment re roof bid results

Marsha Morrow

From: Steve Thacker
Sent: Friday, September 12, 2014 4:11 PM
To: Marsha Morrow
Subject: Explanation of Roof Bids and Recommendation for Re-bid--attachment for CC meeting

From: kevin campbell [mailto:kevin.campbell@esieng.com]
Sent: Friday, September 12, 2014 2:39 PM
To: Steve Thacker
Cc: Bruce Cox; matt robertson; Blaine Lutz
Subject: RE: Request for summary email re roof bid

Steve -

Three bids were received yesterday morning at 9 am at Centerville Public Works.

- | | |
|---------------------------|--------------|
| 1. CLM Roofing and Repair | \$ 60,900.00 |
| 2. Reg Miles Roofing | \$ 85,000.00 |
| 3. Contract West Roofing | \$ 88,474.00 |

At 7 am this morning CLM Roofing sent us an email withdrawing their bid. We think that he made a mistake on his bid as the other roofers indicated that the materials costs alone would be about \$40,000 for this project.

CLM told us that they had only figured about \$25,000 for materials.

The Bid Documents do allow a bidder to withdraw a bid (see following).

"16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work."

After examining the roof both CLM and Reg Miles agree that the roof will be fine through the winter and that the City will get a better final product if roofing takes place in the late spring / early summer next year as the roof will have more time to seal prior to freezing weather.

We recommend that the project be re-bid early next spring and that the anticipated budget be around \$80,000.

Let us know if further information is needed.

Kevin

Kevin Campbell, P.E.
Centerville City Engineer

Kevin Campbell, P.E.
ESI Engineering, Inc

3500 S. Main St.
SLC, Ut 84115
801.263.1752

From: Steve Thacker [<mailto:stevet@centervilleut.com>]
Sent: Friday, September 12, 2014 12:49 PM
To: kevin campbell
Cc: Bruce Cox
Subject: Request for summary email re roof bid

Kevin: By next Monday would you please provide to me a brief email summarizing the roof bid results and identifying the issue with the low bidder? I want to have more details when I recommend the City Council reject the bids and authorize a re-bid next Spring. Thanks.

Steve

CENTERVILLE CITY COUNCIL

Staff Backup Report 9/16/2014

Item No. 11.

Short Title: City Council Liaison Report

Initiated By:

Scheduled Time: 8:55

SUBJECT

- a. Citizen Corps Council/Emergency Management – Councilman Ken Averett
- b. Davis Chamber of Commerce – Councilman Ken Averett

RECOMMENDATION

Allow Councilman Averett to report on these two assignments.

BACKGROUND

Councilman Averett is Chair of the Citizen Corps Council and City Council's liaison for the emergency management program. Due to these roles, he participates in the monthly meetings of the Emergency Management Group, consisting of the City Manager, Assistant Police Chief and Parks & Recreation Director. He is also the City's representative to the Davis Chamber of Commerce. The City pays a \$500 membership fee each year to participate in that organization.

CENTERVILLE CITY COUNCIL

**Staff Backup Report
9/16/2014**

Item No. 12.

Short Title: Miscellaneous Business

Initiated By:

Scheduled Time: 9:05

SUBJECT

RECOMMENDATION

BACKGROUND

No specific business is identified at this time under this agenda heading.

CENTERVILLE CITY COUNCIL

Staff Backup Report 9/16/2014

Item No. 13.

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: 9:15

SUBJECT

RECOMMENDATION

At this time, the City Manager is not aware of a need for a closed meeting. However, the agenda allows for that possibility.

BACKGROUND

CENTERVILLE CITY COUNCIL

**Staff Backup Report
9/16/2014**

Item No. 14.

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

Initiated By:

Scheduled Time: 9:15

SUBJECT

RECOMMENDATION

Mayor Cutler may recommend appointments to City boards/committees.

BACKGROUND

CENTERVILLE CITY COUNCIL

**Staff Backup Report
9/16/2014**

Item No. 15.

Short Title: Adjourn to RDA meeting

Initiated By:

Scheduled Time: 9:15

SUBJECT

RECOMMENDATION

BACKGROUND

CENTERVILLE CITY COUNCIL

Staff Backup Report 9/16/2014

Item No.

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

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- ☐ Monthly Building Report August 2014
- ☐ Standard Article - First Digital
- ☐ UTOPIA Opinion question
- ☐ South Davis Fire



Steve Thacker,
City Manager

Centerville City Building & Safety Department

655 North 1250 West, Centerville, Utah 84014

Monthly Building Report for August 2014

Construction Type	# of Permits		YTD Structures		Average Home Cost		Construction Valuation	
	Month	YTD	# Units	# Bldgs	Month	YTD	Month	YTD
Single Dwellings	0	2	2	2	-	285,175.00	-	570,349.00
Duplexes / Town Homes	0	0	0	0			-	-
Apartments	0	0	0	0			-	-
Addition/Alteration/Repair	3	29					306,949.00	1,527,397.00
Power/Mech	7	47					-	-
Signage	0	16					-	98,979.00
Commercial/Tenant Finish	2	24					858,273.00	9,199,111.00
Detached Structure/Gar	0	4					-	72,990.00
Demolition	0	4					-	11,905.00
Pool	0	3					-	99,000.00
Miscellaneous	1	7					12,500.00	74,100.00
Total Permits Issued:	13	136			Total Permitted Valuation:		1,177,722.00	11,653,831.00

Building Permit Related Revenues	Monthly		YTD Comparison	
	August 2014	YTD 2014	August 2013	YTD 2013
BUILDING	9,436.79	94,149.77	12,022.05	172,154.62
PLAN CHECK	4,769.26	48,018.68	5,912.42	79,590.10
ELECTRICAL	66.00	1,122.00	264.00	1,188.00
PLUMBING	-	-	-	-
MECHANICAL	396.00	2,346.00	132.00	1,782.00
GRADING	-	188.00	-	-
STATE SURCHARGE	98.98	975.11	174.18	1,750.51
WATER DEV.	4,468.00	20,177.00	9,600.00	67,200.00
WATER CONNECTION	-	2,997.81	-	-
WATER METER	305.00	3,470.00	1,373.00	9,745.00
STORM DRAIN	-	700.00	-	-
FIRE IMPACT	1,105.80	8,347.49	2,550.60	36,600.04
PARK IMPACT	-	4,114.00	6,171.00	76,282.00
DRIVE APPROACH	-	135.00	105.00	1,190.00
BOND	2,000.00	19,000.00	4,000.00	22,000.00
SPECIAL RECORDING	-	-	30.00	42.00
ENGINEERING	500.00	2,500.00	3,099.60	3,099.60
TV INSPECT DRAINS	150.00	750.00	870.00	870.00
LANDSCAPING BOND	-	-	-	-
Total Permits Related Revenue:	\$23,295.83	\$203,691.86	\$51,303.88	\$473,453.87

Date: Sep 12, 2014; Section: Front Page; Page: 1A

UTOPIA divides member cities

Layton pursuing Macquarie talks;
Centerville considering another firm

By **ANTONE CLARK**

Standard-Examiner correspondent

UTOPIA is creating a tale of two cities in Davis County.

Two of the county's larger communities — Layton and Centerville — are among the 11 active partners in the Utah Telecommunications Open Infrastructure Agency of Utah. But the direction the Davis County cities are taking regarding the

future of the network couldn't be more opposite.

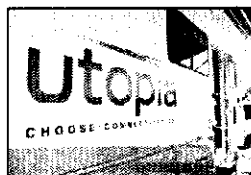
The divide is indicative of the problems the embattled network faces and suggest a split future of participants in the system.

Layton, which has only a 12 percent buildout, is one of six cities pursuing talks with Macquarie, an Australian investment company that has made an initial offer to take over management of the troubled network, com-

plete the fiber-optic buildout to all of the communities and possibly reduce the bond encumbrance on participating communities in a shorter fashion than currently outlined.

The hitch? The deal includes a monthly utility fee to participating communities' citizens to finance the construction. The fee is estimated in the \$18 to \$20 range.

Before pursuing further talks with Macquarie, officials in the six participating communities wanted to put the issue before residents for a vote. With legal concerns being raised by the



Standard-Examiner file photo
A mobile command unit for the Utah Telecommunications Open Infrastructure Agency is seen in Layton in 2009.

lieutenant governor's office about putting the UTOPIA utility fee on the ballot, officials are fi-

nalizing the language of a formal survey that will be distributed to residents in Layton, Brigham City, Perry, Tremonton, West Valley City and Midvale.

In Centerville, the direction is quite opposite from Layton. With the fiber buildout in the city almost complete, the city council earlier this year opted not to pursue discussions with Macquarie, a process several officials likened to opening a wound.

City officials are courting another option. The council held a work session Tuesday night with

See **UTOPIA**, Page 6A

Date: Sep 12, 2014; Section: Morning Briefing; Page: 6A

UTOPIA

From 1A

FirstDigital, a telecommunications company based in Salt Lake City.

FirstDigital proposed a buyout plan for UTOPIA in May that came with a price tag "north of \$42 million," said Wesley McDougal, CEO of the company. The offer was called inferior to the proposal made by Macquarie, said Layton City Manager Alex Jensen, a UTOPIA board member.

The UTOPIA board formally voted not to pursue talks with FirstDigital but suggested individual cities can pursue their own discussions with the company.

Detailed specifics of the FirstDigital plan have not been made public, but McDougal said his company would not require a utility fee to finish the buildout of the fiber network. He said FirstDigital would also eliminate UTOPIA's operating losses and help defray some of the long-term expenses communities have from existing bond commitments.

The FirstDigital proposal, however, is not ubiq-

uitous and the buildout would only be completed on a demand basis. McDougal said neighborhoods where that demand is present — something one critic said required a pre-subscription fee — is where the buildout would be continued.

"Our goal is, over time, we'll build out the network," McDougal said. That solution would make the company a better dancing partner for cities, like Centerville, where the buildout is almost complete.

The offer has raised concerns outside of the UTOPIA board.

Jesse Harris, who operates a blog called Free UTOPIA, said Macquarie has put all of its cards on the table, while FirstDigital is trying to bluff on a pair of 2s with its plan.

"Nobody else has a deal out there to complete the network and potentially generate enough revenue to cover some of the bonds," Harris said.

Pressed Tuesday by Councilman John Higginson on the possibility of managing Centerville's portion of the network, separate from UTOPIA,

McDougal did not bat an eye.

"Absolutely. There is no technical reason that can't be done," he said.

Layton Councilman Jory Francis, also on the UTOPIA board, has raised the possibility of FirstDigital managing the fiber network for some of the network's 11 cities, with Macquarie managing the rest.

In the meantime, the network is operating at a loss and there is concern about whether participants will continue to fund the shortfall from their general funds. There have even been discussions of the network going dark at the beginning of the new year.

The operating expenses are on top of existing bond payments being made by participating cities in the network. Pledged bond commitments are based on sales tax revenue and are scheduled to increase in cities by 2 percent a year until 2040.

Layton currently spends \$2.18 million of sales tax revenue for the UTOPIA bond, while Centerville commits \$436,251. Yearly pledges are \$438,640 for Brigham City, \$107,604 for Perry and \$340,948 for Tre-

mon, according to a 2013 audit.

The audit shows UTOPIA is losing almost \$3 million a year and has \$83.6 million in capital assets and \$227.9 million in outstanding debt.

Centerville Finance Director Blaine Lutz said UTOPIA's operating loss was approximately \$2.7 million in the last fiscal year and is currently projected at \$1.9 million for this fiscal year.

Centerville budgeted \$163,000 in the 2013-14 fiscal year in the general fund to put toward the network's operating debt. When the fiscal year ended June 30, \$120,000 of the budgeted amount had been spent.

City Manager Steve Thacker said the council opted to put the unspent \$43,000 toward UTOPIA operating costs this fiscal year, but did not choose to include any new revenue. Thacker estimates the revenue will help the city make payments through October, before it runs out.

Some cities, like Lindon and Payson, have already opted not to help address operational losses by the agency.

Centerville Mayor Paul

Cutler said Tuesday the council will have to address in coming council sessions whether to continue to fund the operating shortfall. Thacker indicated the city has reserves to fund more payments, but the decision on whether to tap into those reserves to make payments will be made by council members.

Layton budgeted \$247,011 for UTOPIA's operating expenses in the 2013-14 fiscal year and currently has \$213,723 in the budget for the 2014-15 fiscal year, which ends June 30, said Finance Director

Tracy Probert.

Layton Mayor Bob Stevenson suggested problems for some UTOPIA cities may just be starting if the network is left to go dark. He suggested lawsuits will follow, initiated by the bonds being called in. He said there is an issue of fairness to deal with, too, since cities like Layton have helped subsidize the buildout of other cities in the network.

McDougal said no one likes the idea of the network shutting down.

"Going dark is not an option."



Advertise with us

UTOPIA mayors working to finalize language for mail-in ballot

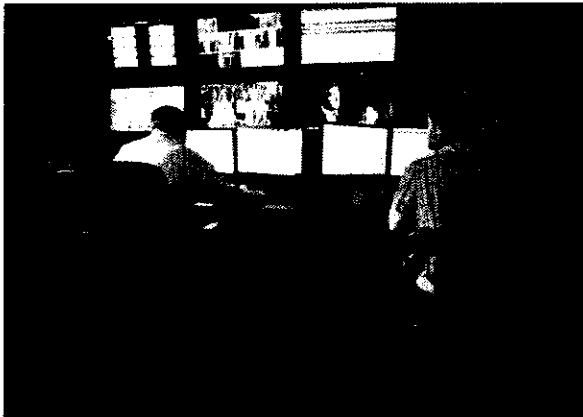
By Benjamin Wood, Deseret News

Published: Tuesday, Sept. 9 2014 10:50 p.m. MDT

Updated: 1 hour ago

Print Font [-] [+]

Share 5 4 Tweet 1 6 0



Network Operations Center Technicians work in the NOC, Network Operations Center at Utopia, a fiber optic company Thursday, Oct. 20, 2011.

Scott G. Winterton, Deseret News

Enlarge photo»

Summary

Mayors of the six UTOPIA cities that approved a controversial utility fee structure are working to finalize the language for a mail-in ballot polling residents on their opinion of paying a monthly fee for high-speed Internet services.

“Trying to get six cities to agree on language and timing has proven to be interesting. You have different elected officials with different ideas.”

West Valley Mayor Ron Bigelow

WEST VALLEY CITY — The mayors of six Utah cities say they've decided how to poll residents on a controversial Internet utility fee. But when and exactly what will be asked is still under consideration.

West Valley Mayor Ron Bigelow said that in the next two weeks, he and the mayors of Layton, Tremonton, Midvale, Brigham City and Perry hope to finalize the language and timetable for a mail-in ballot asking residents whether they approve of charging a universal monthly fee to complete and maintain the UTOPIA fiber-optic network.

"It's going to be a mail-in ballot, we've determined that," Bigelow said. "We're just trying to figure out what the right timing is."

The mayors had originally hoped to include an opinion question on November's general election ballot, but state and county election officials determined that Utah law does not permit the general polling of city residents during an election.

Bigelow said the mayors are trying to avoid a situation where the utility fee ballots are mistaken for general election ballots and to approve ballot language that explains the issue without confusing residents.

"Trying to get six cities to agree on language and timing has proven to be interesting," he said. "You have different elected officials with different ideas."

Report this ad

Related Articles



This one thing can help predict the type and severity of teen car accidents



Face time vs. screen time: The technological impact on communication



Why has U.S. academic success dropped? The answer may be on the playground



Sign up for news updates

Email Address



Advertise with us

Report this ad

Related Articles

In Utah Across Site

Storms pound Utah and flood the West

LDS conference talks may be given in native...

Severe respiratory illness that has sickened ...

Kevin J. Worthen installed as new president...

Park City resort will pay \$17.5M bond as...

Doug Robinson: Air travel: To decline or not...

Sister missionary critically injured in...

Crews searching for missing hiker at Kings Peak

The six cities are among 11 that joined together more than a decade ago to create the Utah Telecommunications Open Infrastructure Agency, which was envisioned as a way to provide ubiquitous access to high-speed data services.

But budget shortfalls, low sign-ups and stalled construction has left the fiber-optic network incomplete, serving far short of its intended customer base and languishing in debt.

An Australia-based investment firm, Macquarie Capital Group, has offered to complete construction and assume management of the network for 30 years. But the proposal would require that all residents pay an estimated \$20 in monthly fees whether they use the service or not.

Five cities rejected the proposal, but the city councils of West Valley City, Layton, Brigham City, Perry, Midvale and Tremonton voted to move forward to the second of several milestones established by Macquarie.

Bigelow said that a mail-in ballot was chosen because the mayors felt that polling residents on the same day as the general election could lead to confusion, while

vote would drive down participation.

"People will be less likely to come to a poll and do it," he said. "We figure by doing this as a mailed ballot that we'll get more of a response."

Layton Mayor Bob Stevenson said he anticipates the UTOPIA balloting will be conducted after November's election to allow city leaders time to publicize the vote and for residents to educate themselves on the issue.

"I'm hoping that by a week from Friday we've got that finalized," he said.

Stevenson said the UTOPIA question is complicated because a vote against the fee is not the same as a vote against continued involvement with the fiber-optic network.

He said residents need to understand that whether or not the Macquarie proposal moves forward, cities are still under bond obligations related to UTOPIA.

"A vote 'no' is not a vote for UTOPIA to disappear," he said. "A vote 'no,' in a sense, is that yes, we're still going to be paying for bonds but we're not going to have anything in return."

Email: benwood@deseretnews.com

Twitter: [bjaminwood](#)

Share

5

4

Tweet

1

0

0

Popular Comments

Fitness Freak Salt Lake City, UT

The "wording" of the ballot question SHOULD be fairly simple - "do the voters want to throw good money after bad", - or not?

Get The Deseret News Everywhere



Utah News

In Utah Across Site

Faith leaders say Utah case best... 98

LDS conference talks may be given in... 65

Petition supporting traditional... 62

Doug Robinson: Air travel: To recline... 47

Religious knowledge vital in 'furiously... 29

Slight majority of Utahns oppose House... 28

Judge rules State School Board... 24

Utility blames hot July for high power... 20

Deseret News

Search

Deseret News

NATIONAL EDITION

Advertise with us

Report this ad

EVEN IF (a big if)I supported UTOPIA - I don't think my elderly, or out-of-work neighbors
More..

6:25 p.m. Sept. 9, 2014 [Top comment](#)

Say No to BO Mapleton, UT

I'm with Fitness Freak on this one.

Mandatory fees are a bad idea.

Recently UTOPIA was out of service for two days in Murray. The system needs cash just to be viable. And what if it needs MORE cash? How about \$25 a month?

If it More..

6:21 a.m. Sept. 10, 2014 [Top comment](#)

Comments

DeseretNews.com encourages a civil dialogue among its readers. We welcome your thoughtful comments.

[— About comments](#)

About the Author

Benjamin Wood

Connect:

Offers and articles from around the web

ADVERTISEMENT



How penny stocks
make millionaires
every day...



Utah: Here's a little
known way to pay
down your
mortgage.....



Surprisingly simple
solution to help your
joints. See why
these ingredients
are flying off
shelves



Surprising Ways to
Reduce Neuropathy
Nerve Pain



If you owe less than
\$625,000 on your
home, use Obama's
Refi Program to
save up to
\$3,000/Yr.

[Advertise with us](#)

[Report this ad](#)

Home Utah U.S. & World Sports Moneywise Opinion Faith Family Obituarie  Sign up for morning or afternoon updates

Home »

Blogs
Topics
Lists
Movies
Columnists
Watch It

Utah »

Politics
Business
Education
Salt Lake County
Utah County
Davis County
Police/Courts
Legislature
Weather
Immigration
Utah Wire

Sports »

Utah Jazz
Sports Picks
BYU Cougars
Utah Utes
Utah State Aggies
Real Salt Lake
Salt Lake Bees
High school sports
Recruiting Central
Rock
Harmon
Watch It
Scores and Stats
On TV
NFL
MLB
Weber State Wildcats
Grizzlies
Utah Valley Wolverines
Southern Utah University
Sports Wire

Opinion »

Editorials
Op-Eds
Letters
Political Cartoons
Faith »
Featured Faiths
Mormon Times
LDS Church News
Mission Reunions
Faith Wire

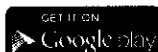
Family »

Marriage & Parenting
Family Media
Movie Guide
Calendar
TV Listings
Family Life Wire

Special Sections »

Education Week
LDS General Conference
Mormons in America
Olympics
Outdoor Retailer
Rugby
Sports Picks
Sundance Film Festival
Utah Blaze
Utah Grizzlies

Download our Mobile Apps



[Subscription](#) [About us](#) [Contact us](#) [Feedback](#) [Jobs](#) [RSS](#) [E-Edition](#) [Register for E-Edition](#) [Terms & Privacy](#) [Legal notices](#) [Advertise with us](#)

800-544-0048

AEDSuperstore®

World's Largest Automated External Defibrillator Source



Life-saving AEDs at the Lowest Price!

Every Brand. Every Accessory.

FREE Same-day Shipping
on Orders of \$99 or More!

Shop Now 

Advertise with us
Report this ad

Date: Sep 5, 2014; Section: Morning Briefing; Page: 4A

South Davis Metro fire chief pushing for more staff

By ANTONE CLARK

Standard-Examiner
correspondent

NORTH SALT LAKE — The South Davis Metro Fire Agency has too little staff to handle ever-increasing demands for emergency services, the chief said.

Fire Chief Jeff Bassett used a work session with members of the North Salt Lake City Council on Tuesday to emphasize the need to expand staffing at the fire agency, and to suggest creating an independent fire district would be one means to meet the challenge. The plan carries a projected \$1.8 million price tag over a five-year period.

Bassett said there have been no increases to the department since Bountiful, West Bountiful, North Salt Lake, Woods Cross and Centerville got together in 2005 to combine emergency services under one umbrella. He also said there has been no increase in emergency response staffing in the region since 2000.

The chief said the population of south Davis County has increased 13.3



percent since 2005. EMS calls are up 17 percent and fire calls up 54 percent since that time.

The staffing plan calls for six new paramedics in 2015 and six new firefighters each year from 2016 to 2018. He said it would bump staffing levels from 18 firefighters on call to six per rig, allowing adequate staffing for both ambulances and firetrucks.

Under the existing agency setup, the additional staff would mean an increased cost to each city's budget. Bountiful would absorb 36 percent of the increase, beginning with a hike of \$145,265 in 2015 and a total adjustment of \$653,569 by 2019. The hike in NSL would go from \$90,553 in 2015 to \$407,410 by 2019.

The plan shows Centerville costs would go up \$63,307 in 2015 to \$284,830 a year by 2019. Woods Cross would pick up 10 percent of the added costs, beginning with \$41,532 in 2015 and ended with an added expense of \$186,861 by 2019. West Bountiful costs would rise \$32,829 in 2015 to \$147,703 a year by 2019.

Davis County would also pick up 7 percent of the staffing increase costs under the plan. Projected county costs would be up \$28,632 a year in 2015 to \$128,821 by 2019.

The agency has five fire stations, with 18 people on duty at one time, at a total cost to the cities of \$5.2 million a year. By contrast, Bassett said Layton has three stations, with 16 people on duty, at a cost of \$7 million and Sandy has five stations, with 30 people on active duty at a time at a cost of \$8.4 million.

Bassett thinks the easiest way to tackle the challenge of growth is to create an independent fire district, with taxing ability.

"I think it's a win. We've exhausted everything we can," Bassett said of cur-

rent options.

He said the biggest advantage of a district would be the ability to bond, which would allow the district to address the need for a new station in Centerville, capital improvements at the station on Bountiful Boulevard and to address equipment replacement in a timely fashion.

North Salt Lake Mayor Len Arave told council members it appears four of five communities are leaning toward the creation of a district to address future

emergency services needs, while Bountiful appears ready to maintain the status quo. He suggested it is possible a new district could be set up for just the four cities. The hybrid would allow the current interlocal agreement to stay in place, but all willing cities would join to create a special assessment area to collect their share of the costs.

Bountiful Mayor Randy Lewis said the city's stance is the district has been working well the way it is and there is concern creat-

ing an independent district distances taxpayers from the process. He said nothing has been decided.

Any decisions going forward would be subject to review at a number of levels, before being put before voters, according to Arave.

Discussion on the possibility is picking up steam. West Bountiful officials also scheduled discussion of the pros and cons of the agency versus an independent fire district on the agenda of their council meeting Tuesday.